

IN THE CIRCUIT COURT IN THE 11th
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

COMPLEX BUSINESS DIVISION

CASE NO.: 2021-015089-CA-01

**IN RE: CHAMPLAIN TOWERS SOUTH
COLLAPSE LITIGATION**

**PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AND FOR CERTIFICATION OF SETTLEMENT CLASS**

Class Representative Plaintiffs Raquel Azevedo de Oliveira, as personal representative of the Estates of Alfredo Leone and Lorenzo de Oliveira Leone, Kevin Fang, as personal representative of the Estate of Stacie Fang, Kevin Spiegel, individually and as personal representative of the Estate of Judith Spiegel, Raysa Rodriguez, and Steve Rosenthal, on behalf of themselves and the Settlement Class as defined below (hereinafter referred to collectively as “Plaintiffs”), hereby request entry of an order granting preliminary approval of the class action settlement as set forth in the parties’ In Re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement (hereinafter, the “Settlement Agreement”),¹ certifying the class sought for settlement purposes, and providing for issuance of notice to Class Members.

INTRODUCTION

As this Court has noted, the collapse of Champlain Towers South on June 24, 2021 in Surfside was a “black swan” event that devastated this community. The death and destruction caused by the collapse resulted in incalculable damage to so many individuals. Remarkably, after months

¹ A copy of the Settlement Agreement is attached as Exhibit 1. Unless otherwise noted, all capitalized terms used herein have the same definition as that provided in the Settlement Agreement.

of rigorous, arms'-length negotiations facilitated primarily by Mediator Bruce Greer, more than two dozen potentially liable parties have agreed to an unprecedented settlement for an unprecedented event. Undersigned counsel are proud to have met this Court's challenge to provide relief to the class of victims before the one-year anniversary of the collapse.

Specially, the settlement reached creates an approximately \$1,021,199,000.00 settlement fund to compensate members of the Settlement Class for their injuries pursuant to the claims process approved by the Court. Given the immediate and substantial benefits the settlement will provide to the Class through a Settlement Agreement entered into before the one-year anniversary of the disaster, the terms of the proposed settlement are undoubtedly "fair, reasonable, and adequate" and should receive the Court's preliminary approval.

FACTUAL AND PROCEDURAL BACKGROUND

1. The Litigation, Allocation, and Mediation

While the Court is intimately familiar with the facts and procedural history of this matter, a brief recitation as to how this action unfolded is warranted. On June 24, 2021, the twelve-story Champlain Towers South Condominium, located at 8777 Collins Avenue, Surfside, Florida 33154 ("Champlain Towers South"), partially collapsed, causing the death of ninety-eight (98) individuals, personal injuries, and property damage. The portion of Champlain Towers South which did not collapse was evacuated and later demolished because of the initial collapse, causing further personal injury and property damage. The collapse, any evacuation related thereto, and further demolition events are collectively referred to herein as the "CTS Collapse."

After the CTS Collapse, various plaintiffs filed lawsuits, and those lawsuits were consolidated into this action pursuant to the Amended Order Appointing Plaintiffs' Counsel and Addressing Certain Case Management Issues entered by the Honorable Michael A. Hanzman in the Litigation on July 16, 2021. The Court also instituted a receivership proceeding within this

action, appointing Michael I. Goldberg as the Receiver for the Champlain Towers South Condominium Association, Inc., on July 2, 2021. Over several months, many of the Settling Parties were added to this litigation through a Second Amended Complaint, on November 16, 2021, and a Third Amended Complaint, on March 10, 2022. Further, after the first, second, or third round of amendments, nearly all the Settling Parties named as defendants, filed extensive motions to dismiss the claims against them.

After full briefing, the Court denied all of the motions to dismiss (save for those that were still pending at the time the parties advised the Court of their negotiations and were directed to early mediation). Plaintiffs also filed a motion to certify a liability class that included all Class Members and the claims against many of the Settling Parties.

While motion practice progressed, the parties engaged in substantial discovery that included the production and analysis of tens of thousands of pages of documents and multiple depositions taken of the parties and other key witnesses. The parties retained experts, who began their investigations and testing of the collapse site to develop the facts necessary to establish the Settling Parties' liability and defenses. Further, to fund early payments to the Class, the Receiver initiated the process to market and sell the land on which Champlain Towers South was located. The Court held many hearings on all of these matters, including, but not limited to, bi-weekly status and case management conferences, motions to compel, motions for protective order, and motions to strike. These dozens of hearings included comments from all constituencies, including Class Members, whom the Court permitted to participate in certain of the hearings, give comment, and guide the process at every turn.

Further, given the potential claims of personal injury and wrongful death by certain class members against the Association which could have resulted in an assessment against Class Members who were unit owners, the Court implored these class members to settle their potential

differences, and appointed excellent counsel from the Plaintiffs' Steering Committee, Gonzalo Dorta and Judd Rosen, to lead those efforts. As a result, Class Members resolved their potential internal conflicts by agreeing to an Allocation Settlement on March 7, 2022, which the Court approved on April 6, 2022. There were no timely opt-outs or appeals of the Court's approval. The Allocation Settlement resolved and settled only (a) the Unit Owners' claims for property damage or economic loss of their Unit and the contents thereof (to the extent the contents were uninsured) and (b) the claims of the wrongful death and personal injury class members against the Association, past or current members of its Board of Directors, and the Unit Owners.

With the Allocation Settlement completed, and the auction of the land to be held on May 24, 2022,² the Court originally appointed Claims Administrators to review and adjudicate damages resulting from the CTS collapse for 1) wrongful death claims, 2) personal injury claims, and 3) contents claims made by Renters and Invitees. *See* Order Appointing Claims Administrators dated April 1, 2022. However, on May 24, 2022, the Court indicated it would be handling these Claims on its own in August 2022. On May 23, 2022, Class Counsel submitted to the Court for approval proposed Claim Forms (simple and more expansive) for Class Members to file claims and provide information to the Court. The Court's rulings on any claims will be final and not subject to appeal. *Id.*

Further, over the last several months, the Plaintiffs' Steering Committee ("PSC") conducted extensive settlement discussions and arm's-length negotiations with the Settling Parties, including formal mediations before Mediator Bruce Greer and, in some instances, Mediator Lew Jack. Many times, these mediations did not result in an immediate settlement and multiple further

² Because no competing bids for the property were received, the auction was not held and the sale is being completed to the original bidder. *See* Receiver's Notice That No Competing Bids Were Received in Connection with the Sale of the Champlain Tower South Condominium Real Property.

sessions and negotiations resulted in a settlement to compromise and settle the claims asserted in this action, as described more fully herein.

The Settlement Agreement was the product of months of negotiations concluding with heavy negotiations over the course of the last month, with dozens of attorneys representing various stakeholders providing comment and revisions. It is the product of extensive work, thoughtful compromise, and careful consideration.

2. The Settlement Terms and Agreement

A. The Proposed Class

The Settlement Class is comprised of

all (a) Unit Owners, (b) Invitees, (c) Residents, (d) persons that died or sustained a personal injury (including emotional distress) as a result of the CTS Collapse, (e) persons or entities that suffered a loss of or damage to real property or personal property, or suffered other economic loss, as a result of the CTS Collapse, (f) Representative Claimants, and (g) Derivative Claimants.

Excluded from the Settlement Class is any Unit Owner, Resident, Invitee, Representative Claimant, Derivative Claimant, or other person or entity otherwise included in the Settlement Class, who timely and properly exercises the right to exclude himself, herself, or itself from the Settlement Class.

B. The Settlement Common Fund

The Settlement Agreement creates an approximately \$1,021,199,000.00 Settlement Fund to be distributed according to the Claims Administration Process conducted as described above. Other than paying into the Settlement Fund, the Settling Parties have no responsibility for, interest in, or liability whatsoever with respect to the Claims Administration Process or claims determinations.

C. The Settling Parties

The parties who have settled the Action are the defined in the Preamble to the Settlement Agreement and include the Town of Surfside, Florida, Securitas Security Services USA, Inc., John Moriarty & Associates of Florida, Inc., Stantec Architecture Inc., Becker & Poliakoff, P.A., DeSimone Consulting Engineering, DPC f/k/a DeSimone Consulting Engineers, LLC, NV5, Inc., Morabito Consultants, Inc., Bizzi & Partners Development LLC, 8701 Collins Avenue Condominium Association, Inc., 8701 Collins Development, LLC, Terra Group, LLC, Terra World Investments, LLC, Florida Civil, Inc., Chuck's Backhoe Service, Inc., ASAP Installations LLC, H. Vidal & Associates, Inc., Rhett Roy Landscape Architecture LLC, Concrete Protection and Restoration, Inc., Concrete Protection and Restoration, LLC, Willcott Engineering, Inc., Sammet Pools, Inc., Scott R. Vaughn, PE, LLC, CDPW, Inc., Campany Roof Maintenance, LLC, R.E.E. Consulting, LLC d/b/a G. Batista & Associates, Western Waterproofing Company of America d/b/a Western Specialty Contractors of America, Western Holding Group, Inc., Geosonics, Inc., and O & S Associates, Inc. These entities are referred to herein the "Settling Parties".

The Settlement Agreement details the monetary contribution of each Settling Party. Further, the Third Amended Complaint details the allegations against certain of the Settling Parties. Some Settling Parties resolved claims against them prior to being named as a defendant and are therefore not named in the Third Amended Complaint; however, undersigned counsel can provide a proffer to the Court of the alleged conduct of any non-named Settling Defendant, should the Court require same.

D. Release of Claims against Settling Parties

If the Settlement Agreement is finally approved, the Class Representatives and all Class Members who have not timely and properly opted-out of the Settlement Class will release the Settling Parties as described in Article 7 of the Settlement Agreement.

E. Class Notice

Upon entry of the Preliminary Approval Order preliminarily certifying the Settlement Class, Class Counsel will disseminate the Settlement Class Notice approved by the Court directly by first-class mail to the last known address of the following persons and entities: (a) all plaintiffs in the Litigation and all known WDC Representatives, including those disclosed to the Settling Parties under Article 3 of this Settlement Agreement; (b) all plaintiffs in all pending Related Actions; (c) all persons or entities who, as of the Execution Date, have asserted any claims against any Settling Party arising from, or otherwise related to, the CTS Collapse; and (d) counsel for all of the foregoing; and (f) by email from the Receiver to the last known email address for each WDC Representative; (g) by email from the Receiver to all those CTS Collapse victims on the list the Receiver maintains and uses for regular communication with such victims; (h) by posting a copy of the Settlement Class Notice to the Court's docket as part of this Settlement Agreement; (i) publication on the Receiver's website (<https://ctsreceivership.com>); (j) publication on all websites created by or on behalf of the PSC and relating to the CTS Collapse; (k) publication in the Miami Herald for three (3) consecutive days; and (l) as the Court may direct.

Class Members may opt out of the settlement by sending a request for exclusion to the Settlement Administrator, who will communicate requests for exclusion to Class Counsel, who will in turn report to the Court.

All costs and expenses in administering the settlement shall be borne by the Receivership.

F. Class Counsel Fees and Expenses

Pursuant to this Court's Order dated July 16, 2021, the Court stated that it would "consider paying counsel their 'lodestar' at the conclusion of the case if they are successful in securing a recovery." Therefore, Class Counsel and the PSC, will be filing a unified motion for attorneys' fees and expenses (*i.e.*, court costs, mediation fees, and travel expenses) based upon their lodestar,

subject to court approval. The Court will consider whether to grant or deny these awards separate and apart from its consideration of the fairness, reasonableness, and adequacy of the settlement.

LEGAL ARGUMENT

I. THE COURT SHOULD ENTER AN ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT

To finalize the Settlement, the Florida Rules of Civil Procedure require that there be notice to the Settlement Class, a fairness hearing, and this Court's final approval. Settlement "has special importance in class actions with their notable uncertainty, difficulties of proof, and length. Settlements of complex cases contribute greatly to the efficient utilization of scarce judicial resources, and achieve the speedy resolution of justice[.]" *Turner v. Gen. Elec. Co.*, No. 2:05-CV-186-FTM-99DNF, 2006 WL 2620275, at *2 (M.D. Fla. Sept. 13, 2006). For these reasons, "[p]ublic policy strongly favors the pretrial settlement of class action lawsuits." *In re U.S. Oil & Gas Litig.*, 967 F.2d 489, 493 (11th Cir.1992).³

"Approval of a class-action settlement is a two-step process." *Fresco v. Auto Data Direct, Inc.*, No. 03-cv-61063, 2007 WL 2330895, at *4 (S.D. Fla. May 14, 2007). Preliminary approval is the first step, requiring the Court to "make a preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms." *Id.* (citation omitted). In the second step, after notice to the class and opportunity for absent class members to object or otherwise be heard, the court considers whether to grant final approval of the settlement as fair and reasonable. *Id.*

The standard for preliminary approval of a class action settlement is not high. A settlement will be preliminarily approved if it falls "within the range of possible approval" or, otherwise stated, if there is "probable cause" to notify the class of the proposed settlement and "to hold a

³ Given the similarity between Florida Rule 1.220 and Federal Rule 23, Florida courts routinely look to federal case law for guidance in class actions. *See Leibell v. Miami-Dade Cnty.*, 84 So. 3d 1078, 1083 n.5 (Fla. 3d DCA 2012).

full-scale hearing on its fairness[.]” *In re Mid-Atl. Toyota Antitrust Litig.*, 564 F. Supp. 1379, 1384 (D. Md. 1983) (quoting MANUAL FOR COMPLEX LITIGATION § 1.46 at 62, 64–65 (5th ed. 1982)). “Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good faith negotiations, there are no obvious deficiencies, and the settlement falls within the range of reason.” *In re Checking Account Overdraft Litig.*, 275 F.R.D. 654, 661 (S.D. Fla. 2011).

Here, the proposed Settlement Agreement is the product of arms’-length negotiations before experienced and respected mediators by counsel with significant experience in complex class actions, mass torts, and personal injury litigation. The Settlement Agreement carries no “obvious deficiencies” and falls well within the range of reason. Undersigned counsel achieved a more than \$1 billion settlement involving more than twenty separate parties, each with their own complex defenses. This Settlement Agreement was achieved less than one year after this disaster and will provide all Class Members with substantial payments to enable them, it is hoped, to begin to gain some peace and also to avoid the trauma of continued litigation. The speed of the settlement is also important, as many of these Settling Parties have dissipating or wasting insurance policies such that continued litigation would have resulted in less funds available for the Class.

Further, the proposed notice plan and settlement period complies with due process given that the Settlement Class is limited and has been extremely engaged in the proceedings. *United States v. Alabama*, 271 F. App’x 896, 901 (11th Cir. 2008) (settlement affirmed where notice, solely by publication and posting on the defendants’ websites, was completed only six days prior to opt-out and objection deadline, and holding that “[r]egarding the amount of time the notice was published prior to the deadline for objections and the fairness hearing, the district court did not abuse its discretion in providing for two weeks’ notice before objections were due.”); *DeJulius v. New England Health Care Emps. Pension Fund*, 429 F.3d 935, 947 (10th Cir. 2005) (affirming settlement notice did not violate due process where it is undisputed that all of the notices were sent

out nearly two weeks prior to the settlement hearing); *Miller v. Republic Nat. Life Ins. Co.*, 559 F.2d 426, 430 (5th Cir.1977) (holding a period of “almost four weeks between the mailing of the notices and the settlement hearing” was adequate); *United Founders Life Ins. Co. v. Consumers Nat. Life Ins. Co.*, 447 F.2d 647, 652 (7th Cir.1971) (timing of notice was adequate where it was mailed on May 28 and fairness hearing was held on June 22); *Air Lines Stewards & Stewardesses Ass'n Loc. 550 v. Am. Airlines, Inc.*, 455 F.2d 101, 108 (7th Cir. 1972) (notice where some class members would have had received it only three weeks before the hearing was sufficient); *Grunin v. International House of Pancakes*, 513 F.2d 114, 121 (8th Cir.1975) (19 days' notice was enough time to object as class members had been engaged in the litigation); *Hall v. Pedernales Elec. Co-op., Inc.*, 278 S.W.3d 536, 544–45 (Tex. App. 2009) (“[t]here is no minimum time frame that must be allowed for the filing of objections, but the notice must “afford a reasonable time for those interested to make their appearance”).

Thus, the Court is well within its discretion to approve this notice plan and period, which will enable the fairness hearing be held on June 23, 2022, as already directed. The Court should accordingly enter the Order Granting Class Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and Certification of the Settlement Class (attached as Exhibit 2).

A. The Settlement Is the Product of Good Faith, Informed, and Arms’-Length Negotiations among Experienced Counsel.

At the preliminary approval stage, courts consider whether the proposed settlement appears to be “the result of informed, good-faith, arms’-length negotiation between the parties and their capable and experienced counsel’ and not ‘the result of collusion’” *In re Checking Account Overdraft Litig.*, 830 F. Supp. 2d 1330, 1340 (S.D. Fla. 2011). Courts begin by presuming good faith in the negotiating process. *See Granada Invs., Inc. v. DWG Corp.*, 962 F.2d 1203, 1205 (6th Cir. 1992) (“Absent evidence of fraud or collusion, such settlements are not to be trifled with.”);

MANUAL FOR COMPLEX LITIGATION (THIRD) § 30.42) (“a presumption of fairness, adequacy and reasonableness may attach to a class settlement reached in arms-length negotiations between experienced, capable counsel”).

The Settlement terms are the product of significant give and take by the settling parties and were negotiated at arms’ length. The parties negotiated for many months and then participated in formal mediations before Mediators Bruce Greer (for most of the Defendants) and Lew Jack (for the remaining), which did not result in an immediate global settlement. Multiple further sessions and negotiations resulted in the Settlement Agreement to compromise and settle claims asserted in this class action as described more fully herein. *See In re Educ. Testing Serv. Praxis Principles of Learning & Teaching, Grades 7-12 Litig.*, 447 F. Supp. 2d 612, 619-20 (E.D. La. 2006) (concluding use of court appointed special master to oversee mediation efforts evidenced the procedural fairness of the negotiating process); *In re WorldCom, Inc. ERISA Litig.*, 2004 WL 2338151, at *6 (S.D.N.Y. 2004) (explaining that the fact that “[a] respected and dedicated judicial officer presided over the lengthy discussions from which this settlement emerged[]” belied any suggestion of collusion in the negotiating process). Mr. Greer’s involvement, in particular, was instrumental in achieving the results herein.

The Parties’ extensive negotiations were also informed by considerable discovery. The Parties have been actively litigating this matter for the past nine months at a break-neck speed. Tens of thousands of pages of documents were produced, reviewed, and analyzed. Undersigned counsel deposed corporate representatives, as well as other key personnel, and third parties. The Parties also engaged in significant motion practice, including motions to dismiss, motions to compel, motions for protective order, and motions to strike, and filing the motion to certify a liability class. Finally, the Parties engaged experts and utilized their services to understand the theories of liability concerning the Settling Parties’ duty of care, the failure to meet those

standards, and the resulting collapse.

B. The Settlement Provides Considerable Benefits to the Class and Falls Squarely within the Range of Reasonableness.

The terms negotiated by the Parties will provide considerable cash payments to the Class and fall well within the range of possible approval.

The Settling Parties have agreed to have payments made into a Settlement Fund, to be administered by the Receiver as the Settlement Administrator, under the Court's supervision, in the total amount of approximately \$1,021,199,000.00. Class Members who submit a timely and complete Court-approved Claim Form by or before the Claims Deadline will be entitled to have their claims considered by in Claims Administration Process to award a payment from the Settlement Fund.

Although it is very likely (if not certain) that, given the catastrophic damages in this matter, Class Members will receive something less than 100% of their claimed damages, courts routinely hold that settlements providing the class with even a small portion of the recovery sought in litigation are reasonable, considering the attendant risks of litigation. *See, e.g., Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 542–43 (approving recovery of \$.20 per share where desired recovery was \$3.50 a share and stating “the fact that a proposed settlement amounts to only a fraction of the possible recovery does not mean the settlement is unfair or inadequate”). “Moreover, when settlement assures immediate payment of substantial amounts to class members, even if it means sacrificing speculative payment of a hypothetically larger amount years down the road, settlement is reasonable [when weighing the benefits of the settlement against the risks associated with proceeding in the litigation].” *Johnson v. Brennan*, No. 10-cv-4712, 2011 WL 4357376 (S.D.N.Y. Sept. 16, 2011) (internal quotation marks omitted).

Plaintiffs and the proposed Class faced significant hurdles in litigating their claims to class

certification and ultimate resolution, and the possible appeals of any of the Court's many rulings. Each Class Member now, however, stands to recover direct monetary because of the Settlement. The negotiated monetary recovery falls well within the range of reasonableness.

C. The Settlement Saves the Class from Considerable Litigation Hurdles.

Any evaluation of the benefits of settlement must be tempered by the recognition that any compromise involves concessions by all settling parties. Indeed, "the very essence of a settlement is compromise, a yielding of absolutes and an abandoning of highest hopes." *Officers for Civil Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 624 (9th Cir. 1982) (internal quotation marks omitted). At bottom, had litigation continued, Class Members would have faced the risk of not prevailing on their claims, especially against each of these Settling Defendants with different and complex defenses. The proposed settlement saves Plaintiffs and the proposed Class from facing these substantial obstacles and eliminates the risk that they would recover nothing at all after several more years of litigation.

D. Counsel Believes the Settlement Is Reasonable and in the Class's Best Interest.

Finally, significant weight should be attributed to the belief of experienced counsel that the negotiated settlement is in the best interest of the Class. *See, e.g., In re Coordinated Pretrial Proceedings in Antibiotic Antitrust Actions*, 410 F. Supp. 659, 666 (D. Minn. 1974) (explaining that the recommendation of experienced counsel is entitled to great weight). Plaintiffs' counsel have litigated numerous class actions in state and federal courts and fully support the settlement. Based on this experience, and decades of experience litigating consumer class action, mass tort, and personal injury lawsuits, it is Plaintiffs' counsel's informed opinion that the settlement is fair, reasonable, adequate, and in the best interests of the Class.

II. THE COURT SHOULD CERTIFY THE PROPOSED SETTLEMENT CLASS.

“It is well established that [a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.” *In re Checking Account Overdraft Litig.*, 275 F.R.D. at 659 (internal quotations omitted; brackets in original). “In deciding whether to provisionally certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class[,]” save manageability, “since the settlement, if approved, would obviate the need for a trial.” *Id.*

Further, courts have routinely approved class action settlement involving wrongful death, personal injury, and economic loss in a single class wide settlement. *See In re Deepwater Horizon*, 739 F.3d 790, 810–11 (5th Cir. 2014) (affirming district court's certification of settlement class whose injuries arose from British Petroleum's allegedly injurious conduct in connection with the Deepwater Horizon oil spill, even when personal injuries differed); *In re Oil Spill by Oil Rig Deepwater Horizon in Gulf of Mexico, on April 20, 2010*, 910 F. Supp. 2d 891, 918 (E.D. La. 2012); *In re Phenylpropanolamine (PPA) Prod. Liab. Litig.*, 227 F.R.D. 553, 556–57 (W.D. Wash. 2004) (approving settlement class which included personal injury and wrongful death caused by ingesting the drug Dexatrim); *In re Orthopedic Bone Screw Prod. Liab. Litig.*, No. MDL 1014, 1997 WL 303242, at *7 (E.D. Pa. Jan. 16, 1997), *modified*, No. MDL 1014, 1997 WL 857171 (E.D. Pa. Mar. 11, 1997) (same); *Good v. W. Virginia-Am. Water Co.*, No. CV 14-1374, 2017 WL 2884535, at *12–13 (S.D.W. Va. July 6, 2017); *In re FEMA Trailer Formaldehyde Prod. Liab. Litig.*, No. 2:07-MD-1873, 2012 WL 4513344, at *4 (E.D. La. Sept. 27, 2012) (approving class action settlement releasing claims for wrongful death and personal injury, including psychological injuries).

Rule 1.220 of the Florida Rules of Civil Procedure is substantially equivalent to Rule 23 of the Federal Rules of Civil Procedure and similarly has four prerequisites to class certification:

1. The class must be so numerous that joinder of all members is impracticable;
2. The claim of the representative party must raise questions of law or fact common to the questions of law or fact raised by the claim of each member of the class;
3. The claim of the representative parties must be typical of the claims of the class; and
4. The representative party must fairly and adequately protect the interests of the class.

Courts commonly refer to these prerequisites as (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy of representation. *See W.S. Badcock Corp. v. Myers*, 696 So. 2d 776, 779 (Fla. 1st DCA 1996), *superseded by statute as recognized in, Kasket v. Chase Manhattan Mortgage Corp.*, 759 So. 2d 726 (Fla. 4th DCA 1999). In addition to each of Rule 1.220(a)'s prerequisites, Rule 1.220 also requires that one of the provisions of its subsection (b) be satisfied.

Here, Plaintiffs propose certification of the class pursuant to Rule 1.220(b)(3), which states that class treatment is appropriate where there is a predominance of common questions of fact and law.

A. The Settlement Class Meets the Four Requirements of Rule 1.220(a).

The policies underlying the class action rule dictate that Rule 1.220(a) should be liberally construed. *See Walco Invs., Inc. v. Thenen*, 168 F.R.D. 315, 323 (S.D. Fla. 1996) (applying Federal Rule of Civil Procedure 23). Plaintiffs satisfy numerosity, commonality, typicality, and adequacy of representation, as set forth below.

i. The Settlement Class Is Sufficiently Numerous.

Rule 1.220(a)(1) requires Plaintiffs to show that the proposed class is so numerous that joinder of all members would be impracticable. Here, based on the 98 deceased, the survivors who escaped the CTS collapse, and the property owners who were not present but lost their apartments, there are at least 220 class members. The Court should find that the Class is sufficiently numerous.

ii. There Are Questions of Law and Fact Common to All Class Members.

Rule 1.220(a)(2) merely requires that there be “questions of law or fact common to the questions of law or fact raised by the claim or defense of each member of the class.” The commonality prerequisite, however, does not require that all factual and legal questions be common to all class members. *See Colonial Penn Ins. Co. v. Magnetic Imaging Sys. I, Inc.*, 694 So. 2d 852, 853 (Fla. 3d DCA 1997) (“A class suit is maintainable where the subject of the action presents a question of common or general interest, and where all members of the class have a similar interest in *obtaining the relief sought*. The common or general interest must be in the *object* of the action, in the *result sought* to be accomplished in the proceedings, or in the *question* involved in the action. There must be a common right of recovery based on the same essential facts.”) (emphases in original).

Commonality is satisfied in this settlement because each and every Class Member was damaged as a result of the CTS Collapse. The common issues surrounding each Settling Defendant’s conduct associated with the CTS Collapse are determinative of their liability and predominate over the individual differences in, for example, damages claimed by particular Class Members. *See Good v. W. Virginia-Am. Water Co.*, No. CV 14-1374, 2017 WL 2884535, at *12–13 (S.D.W. Va. July 6, 2017); *Navelski v. Int’l Paper Co.*, 244 F. Supp. 3d 1275, 1305–06 (N.D. Fla. 2017) (concluding commonality satisfied because questions regarding whether defendant negligently maintained dam that failed and caused flooding were “issues that underlie every claim” of plaintiffs and class); *Smith v. Glen Cove Apts. Condos. Master Ass’n, Inc.*, 847 So. 2d 1107, 1110 (Fla. 4th DCA 2003), *approved sub nom. Sosa v. Safeway Premium Fin. Co.*, 73 So. 3d 91, 91 (Fla. 2011) (whether defendant was negligent constituted common question of law and fact, satisfying commonality). Once a common course of conduct is established, individual defenses

are insufficient to defeat commonality. *See McFadden v. Staley*, 687 So. 2d 357, 359 (Fla. 4th DCA 1997). Commonality is easily satisfied even if there are differences in damages. *Id.*; *Sosa*, 73 So. 3d at 107.

iii. Plaintiffs' Claims Are Typical of Those of the Class.

Rule 1.220(a)(3) requires a plaintiff to demonstrate that its claims are typical of those held by the proposed class. Like the test for commonality, the test for typicality is not demanding, and focuses on the general similarity between the plaintiffs' legal theories and the theories of those whom they seek to represent. *See Morgan v. Coats*, 33 So. 3d 59, 65 (Fla. 2d DCA 2010). "The typicality requirement may be satisfied despite substantial factual differences . . . when there is a strong similarity of legal theories." *Id.* (alteration in original); *see also Broin v. Philip Morris Cos.*, 641 So. 2d 888, 892 (Fla. 3d DCA 1994) (holding the mere presence of factual distinctions will not defeat typicality); *W.S. Badcock Corp.*, 696 So. 2d at 780 (finding typicality requirement satisfied where the representatives' claims and the class members' claims were based upon the same legal theory).

In analyzing typicality, Florida courts examine whether the class representatives possess the same legal interest and have endured the same legal injury as the class members. *See Sosa*, 73 So. 3d at 114; *Morgan*, 33 So. 3d at 65. Florida courts also examine whether the defendants engaged in "a common course of conduct . . . against the purported class[.]" and whether the class members seek the same remedy. *Estate of Bobinger v. Deltona Corp.*, 563 So. 2d 739, 745 (Fla. 2d DCA 1990). A plaintiff's claims need only be typical, not identical. *See Broin*, 641 So. 2d at 892; *Powell*, 522 So. 2d at 70. "Any atypicality or conflict between the named Plaintiffs' claims and those of the Class must be clear and must be such that the interests of the class are placed in significant jeopardy." *Cheney*, 213 F.R.D. at 491 (internal quotation marks omitted).

Typicality is satisfied here because Plaintiffs and Class Members all sustained damages

because of the CTS Collapse and as a direct result of the Settling Parties' alleged conduct. Consequently, Plaintiffs' and Class Members' claims have a common origin and share a common legal and factual basis such that "[t]he Court will not need to make highly individualized legal or factual determinations to assess Defendants' liability." *Navelski*, 244 F. Supp. 3d at 1306.

iv. Plaintiffs will Fairly and Adequately Represent the Interests of the Class.

To satisfy Rule 1.220(a)(4), a plaintiff must show that "the representative party can fairly and adequately protect and represent the interests of each member of the class." *Id.*; *Sosa*, 73 So. 3d at 115. This requirement is met "if the named representatives have interests in common with the proposed class members and the representative and their qualified attorneys will properly prosecute the class action." *W.S. Badcock Corp.*, 696 So. 2d at 780; *Colonial Penn.*, 694 So. 2d at 854; *Broin*, 641 So. 2d at 892. A trial court's inquiry to determine whether the adequacy requirement is met is twofold. The first inquiry concerns the qualifications, experience, and ability of class counsel to conduct the litigation. The second prong addresses whether the class representative's interests are antagonistic to the interests of the class members. *See Sosa*, 73 So.3d at 115. "Adequate representation is presumed in the absence of contrary evidence." *Assoc. for Disabled Ams., Inc. v. Amoco Oil Co.*, 211 F.R.D. 457, 464 (S.D. Fla. 2002).

The attorneys who seek to represent the Class in this case are highly qualified to serve as class counsel and have served as lead and co-lead counsel in some of the largest class actions, mass torts, and personal injury matters in the country. They include Harley S. Tropin and Javier A. Lopez of Kozyak Tropin & Throckmorton LLP, Rachel W. Furst and Stuart Z. Grossman of Grossman Roth Yaffa Cohen, P.A., Ricardo M. Martinez-Cid of Podhurst Orseck, P.A., Adam M. Moskowitz of The Moskowitz Law Firm, PLLC, and Curtis B. Miner of Colson Hicks Eidson. "[T]he single most important factor considered by the courts in determining the quality of the

representative's ability and willingness to advocate the cause of the class has been the caliber of the plaintiff's attorney." 1 NEWBERG ON CLASS ACTIONS 3d (1992) § 3.24 at 3-133 n. 353. The firms representing the Class (including the PSC) have overseen the litigation strategy, briefing and argument of motions, the vigorous pursuit of discovery, and the over \$1 billion settlement.

Plaintiffs are knowledgeable of the case, the pleadings, their duties to the Class, and have been constantly involved in all aspects of this litigation. Plaintiffs also do not have interests that are antagonistic to those held by the rest of the Class. There has been no evidence that would in any way show that Plaintiffs do not have the same interests as the other Class Members, or are in any way antagonistic to the class. Indeed, the Allocation Settlement Agreement insured that all Class Members are aligned in their pursuit against common defendants.

Plaintiffs and their counsel are certainly adequate.

B. The Settlement Class Meets the Requirements of Rules 1.220(b)(3) and 1.220(b)(2)

In addition to meeting the four requirements of Rule 1.220(a), plaintiffs seeking class certification must satisfy one of the subsections of Rule 1.220(b). Plaintiffs here seek certification under Rule 1.220(b)(3).

i. Rule 1.220(b)(3)

Under Rule 1.220(b)(3), certification is appropriate if (1) common questions of law or fact predominate over any individual questions of the separate members, and (2) the class action is superior to other available methods for a fair and efficient adjudication of the controversy. *See Commonwealth Land Title Ins. Co. v. Higgins*, 58 So. 3d 280, 282 (Fla. 1st DCA 2011).

"Florida courts have held that common questions of fact predominate when the Defendants acts toward the class members in a similar or common way." *Sosa*, 73 So. 3d at 111 (citing *Stone v. CompuServe Interactive Servs., Inc.*, 804 So. 2d 383, 388 (Fla. 4th DCA 2001)). "When common

questions present a significant aspect of the case and they can be resolved for all members of the class in a single adjudication, there is clear justification for handling the dispute on a representative rather than on an individual basis.” See *Larsen v. Union Bank, N.A. (In re Checking Account Overdraft Litig., MDL No. 2036)*, 275 F.R.D. 666, 676 (S.D. Fla. 2011). “However, it is not the burden of the class representative to illustrate that all questions of fact or law are common. Rather, the class representative must only demonstrate that some questions are common, and that they predominate over individual questions.” *Sosa*, 73 So. 3d at 112 (internal citations omitted).

Courts have consistently found predominance in the mass tort arena when a single common event or common cause gave rise to the claims of each class member. See, e.g., *In re Nat’l Football League Players Concussion Injury Litig.*, 821 F.3d 410, 434 (3d Cir. 2016) (finding that common questions as to National Football League’s knowledge and conduct in light of medical evidence regarding concussions in players predominated even in the mass tort context), *as amended* (May 2, 2016); *Good v. W. Virginia-Am. Water Co.*, No. 14-cv-1374, 2017 WL 2884535, at *12–13 (S.D.W. Va. July 6, 2017) (“[t]he common issues raised by [the defendants] association with the spill are determinative of their liability and predominate over the individual differences”); *In re Deepwater Horizon*, 739 F.3d at 817 (affirming finding that common questions of law and fact arising from the Deepwater Horizon oil spill predominated). Furthermore, the law permits a court to find predominance and commonality in the mass tort context. In cases where a single accident putatively gives rise to tort damages, “[the law] has embraced the view that the mass tort action for damages may . . . be appropriate for class action, either partially o[r] in whole.” *Cent. Wesleyan Coll. v. W.R. Grace & Co.*, 6 F.3d 177, 185 (4th Cir. 1993) (affirming the use of subclasses in suit by colleges and universities alleging liability for asbestos-related property damage in a variety of states and settings) (quotation marks omitted and second alteration in original).

Common issues predominate here because all of Plaintiffs’ and the Class’s claims are based

on the same contention that the Settling Defendants' negligence caused the CTS Collapse, damaging all Class Members. *See, e.g., Sterling v. Velsicol Chem. Corp.*, 855 F.2d 1188, 1197 (6th Cir. 1988). Therefore, "[e]very class member's claims depend on common evidence that will resolve these same liability issues, and proof of one plaintiff's claims necessarily will be proof of the others." *Navelski*, 244 F. Supp. 3d at 1309. Because every aspect of the Settling Defendants' liability can be resolved on a class wide basis, these issues predominate over any individual issues.

A settlement class is also a superior way of resolving this mass tort litigation. As one court concluded, "one of the *most* persuasive arguments in support of certification is that Plaintiffs satisfy the 'superiority prong' of Rule 1.220(b)(3)" because "repeated litigation of the same core liability issues would be grossly inefficient and wasteful of the resources of the parties and the judiciary," especially where proof of liability will not differ among Class Members. *See Las Olas Co. v. Fla. Power & Light Co.*, No. CACE19019911-18, 2020 WL 9874296 *8 (Fla. 17th Cir. Ct. Dec. 14, 2020), *aff'd per curiam*, *Infratech Corp. v. Las Olas Co.*, 320 So. 3d 751 (Fla. 4th DCA 2021), *reh'g denied* (Fla. 4th DCA July 13, 2021); *Navelski*, 244 F. Supp. 3d at 1310. Moreover, as part of the Settlement Agreement, the Parties have agreed to a manageable and fair Court-approved claims process where any disputes with respect to the Settlement Administrator determinations will then be resolved by this Court. *See Tweedie v. Waste Pro of Fla., Inc.*, No. 8:19-cv-1827-TPB-AEP, 2021 WL 3500844, at *7 (M.D. Fla. May 4, 2021) (granting preliminary settlement approval and certifying settlement class).

III. THE COURT SHOULD APPOINT CLASS COUNSEL.

The Parties have named the following attorneys and firms as Class Counsel: Harley S. Tropin and Javier A. Lopez of Kozyak Tropin & Throckmorton LLP, Rachel W. Furst and Stuart Z. Grossman of Grossman Roth Yaffa Cohen, P.A., Ricardo M. Martinez-Cid of Podhurst Orseck, P.A., Adam M. Moskowitz of The Moskowitz Law Firm, PLLC, and Curtis B. Miner of Colson

Hicks Eidson. This selection is not to denigrate the involvement of any of the appointed Plaintiffs' Steering Committee, each of whom is well-qualified to serve, but rather for efficiency. Proposed Class Counsel have significant experience in litigating complex commercial litigation, including class actions, mass torts, and personal injury matters. Because proposed Class Counsel are highly qualified and determined to represent the best interests of the Class, the Court should appoint them Class Counsel moving forward.

CONCLUSION

Plaintiffs respectfully request the Court enter an order: (a) certifying the proposed class for purposes of settlement, (b) preliminarily approving the terms of settlement, (c) directing that Notice be given to the Class Members in the form attached to the Settlement Agreement, (d) appointing Class Counsel as Settlement Class Counsel, and (e) setting a final fairness hearing on a date the Court deems just and proper.

Respectfully submitted this 27th day of May, 2022.

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IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

IN RE: CHAMPLAIN TOWERS SOUTH
COLLAPSE LITIGATION,

CLASS REPRESENTATION

CBL DIVISION

CASE NO: 2021-015089-CA-01

_____ /

IN RE: CHAMPLAIN TOWERS SOUTH COLLAPSE LITIGATION
CLASS ACTION SETTLEMENT AGREEMENT

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IN RE: CHAMPLAIN TOWERS SOUTH COLLAPSE LITIGATION
CLASS ACTION SETTLEMENT AGREEMENT
(Subject to Court Approval)

This Settlement Agreement is entered into as of the Execution Date by and among Michael I. Goldberg, in his capacity as Court-appointed Receiver in *In Re: Champlain Towers South Collapse Litigation*, Case No. 2021-15089 CA 01 for Champlain Towers South Condominium Association, Inc., a Florida not-for-profit corporation (the “Receiver”), Champlain Towers South Condominium Association, Inc., a Florida not-for-profit corporation (the “CTSCA”), the Plaintiffs’ Steering Committee (as defined herein), the Town of Surfside, Florida (the “Town of Surfside”), Securitas Security Services USA, Inc., a Delaware corporation (“Securitas”), John Moriarty & Associates of Florida, Inc., a Massachusetts corporation (“JMAF”), Stantec Architecture Inc., a North Carolina corporation (“Stantec”), Becker & Poliakoff, P.A., a Florida professional corporation (“Becker”), DeSimone Consulting Engineering, DPC, a New York design professional corporation f/k/a DeSimone Consulting Engineers, LLC, a Delaware limited liability company (“DeSimone”), NV5, Inc., a Delaware corporation (“NV5”), Morabito Consultants, Inc., a Maryland corporation (“Morabito”), Bizzi & Partners Development LLC, a Delaware limited liability company (“B&PD”), 8701 Collins Avenue Condominium Association, Inc., a Florida not-for-profit corporation (the “87 Park Association”), 8701 Collins Development, LLC, a Delaware limited liability company (“8701 Collins”), Terra Group, LLC, a Florida limited liability company (“TG”), Terra World Investments, LLC, a Florida limited liability company (“TWI”), Florida Civil, Inc., a Florida corporation (“Florida Civil”), Chuck’s Backhoe Service, Inc., a Florida corporation (“Chuck’s Backhoe”), ASAP Installations LLC, a Florida limited liability company (“ASAP Installations”), H. Vidal & Associates, Inc., a Florida corporation (“HVA”), Rhett Roy Landscape Architecture LLC, a Florida limited liability company (“Rhett Roy”), Concrete Protection and Restoration, Inc., a Maryland corporation (“CP&R”), Concrete Protection and Restoration, LLC, a Florida limited liability company (“CP&R LLC”), Willcott Engineering, Inc., a Florida corporation (“Willcott”), Sammet Pools, Inc., a Florida corporation (“SPI”), Scott R. Vaughn, PE, LLC, a Florida limited liability company (“Vaughn PE”), CDPW, Inc., a Florida corporation (“CDPW”), Campany Roof Maintenance, LLC, a Florida limited liability company (“CRM”), R.E.E. Consulting, LLC, a Florida limited liability company d/b/a G. Batista & Associates (“Batista”), Western Waterproofing Company of America, a Missouri corporation d/b/a Western Specialty Contractors of America (“Western Waterproofing”), Western Holding Group, Inc. a/k/a Western Group, Inc., a Missouri corporation (“Western Group”), Geosonics, Inc., a Pennsylvania corporation (“Geosonics”), O & S Associates, Inc., a New York corporation (“OSA”), and Tanenbaum Harber of Florida, LLC, a Florida limited liability company (“Tanenbaum”) (the Town of Surfside, Securitas, JMAF, Stantec, Becker, Morabito, DeSimone, NV5, B&PD, the 87 Park Association, 8701 Collins, TG, TWI, Florida Civil, Chuck’s Backhoe, ASAP Installations, HVA, Rhett Roy, CP&R, CP&R LLC, Willcott, SPI, Vaughn PE, CDPW, CRM, Batista, Western Waterproofing, Western Group, Geosonics, OSA, and Tanenbaum are each, a “Settling Party” and collectively, the “Settling Parties”), and the Class Representatives, individually and on behalf of the Settlement Class, by and through Class Counsel. The Class Representatives, individually and on behalf of the Settlement Class, Class Counsel, the Settling Parties, the Plaintiffs’ Steering Committee, the Receiver, and the CTSCA are each, a “Party” and collectively, the “Parties.”

RECITALS

A. On June 24, 2021, the twelve-story Champlain Towers South Condominium, located at 8777 Collins Avenue, Surfside, Florida 33154 (“Champlain Towers South”) partially collapsed, causing the death of ninety-eight (98) individuals, personal injuries, and property damage.

B. Becker was counsel for CTSCA.

C. The CTSCA hired Morabito to perform certain engineering and other professional services in connection with Champlain Towers South.

D. The 87 Park Site (as defined herein) is located adjacent to the CTS Site (as defined herein).

E. 8701 Collins created and developed, and JMAF constructed, 87 Park (as defined herein).

F. After the CTS Collapse, various plaintiffs filed lawsuits against certain Settling Parties, the CTSCA, and others, which lawsuits were consolidated into the Litigation (as defined herein) pursuant to the Amended Order Appointing Plaintiffs’ Counsel and Addressing Certain Case Management Issues entered by the Honorable Michael A. Hanzman in the Litigation on July 16, 2021.

G. Stantec and the CTSCA filed crossclaims against various Settling Parties.

H. Among other things, the plaintiffs allege in the Litigation and the pending Related Actions (as defined herein) that (i) certain acts and/or omissions on the part of Becker and Morabito contributed to the CTS Collapse, and (ii) certain activities undertaken in connection with the design, development, and construction of 87 Park contributed to the CTS Collapse.

I. The Settling Parties vehemently deny the plaintiffs’ and the CTSCA’s allegations in the Litigation, as well as the allegations made in the pending Related Actions and the Universal Action. If the Litigation, the pending Related Actions, and the Universal Action were to continue, the Settling Parties would continue to assert substantial legal and factual defenses against the plaintiffs’ claims, the CTSCA’s claims, and Universal’s claims. The Settling Parties deny any liability to the Settlement Class, any Settlement Class Member, the CTSCA, and Universal for any claims, causes of action, costs, expenses, attorneys’ fees, or damages of any kind.

J. The Class Representatives and Class Counsel have concluded that it is in the best interests of the Settlement Class to compromise and settle all Released Claims (as defined herein) against the Released Parties (as defined herein) for consideration reflected in the terms and benefits of this Settlement Agreement. After arm’s length negotiations with the Settling Parties, including through the efforts of the Court-appointed mediator, the Class Representatives and Class Counsel have determined that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Class Representatives and the Settlement Class based on a consideration of, among other things: (i) the complexity, expense, and likely duration of the litigation; (ii) the stage of the

litigation and amount of fact gathering completed; (iii) the potential for the Settling Parties to prevail on threshold issues and on the merits; and (iv) the range of possible recovery.

K. The Receiver and the CTSCA have concluded that it is in the best interests of the Receiver and the CTSCA to compromise and settle all Released Claims against the Released Parties for consideration reflected in the terms and benefits of this Settlement Agreement. After arm's length negotiations with the Settling Parties, including through the efforts of the Court-appointed mediator, the Receiver and the CTSCA have determined that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Receiver and the CTSCA based on a consideration of, among other things: (i) the complexity, expense, and likely duration of the litigation; (ii) the stage of the litigation and amount of fact gathering completed; (iii) the potential for the Settling Parties to prevail on threshold issues and on the merits; and (iv) the range of possible recovery.

L. Each Settling Party has concluded, after considering the costs, time, inconvenience, and complexities of litigation, that this Settlement in the Litigation is appropriate. Each Settling Party agrees with the Class Representatives, Class Counsel, the CTSCA, and the Receiver that this Settlement Agreement is a fair, reasonable, and adequate resolution of the Released Claims. Each Settling Party reached this conclusion after considering, among other things: (i) the expense that would be necessary to defend claims by Settlement Class Members through trial and any appeals that might be taken; (ii) the benefits of disposing of protracted and complex litigation; (iii) the desire of each Settling Party to conduct business unhampered by the costs and distraction of continued litigation; and (iv) the desire of each Settling Party to protect and secure the good name and goodwill of such Settling Party.

M. The Parties desire and intend to seek Court review and approval of this Settlement Agreement, and, upon preliminary approval by the Court, the Parties intend to seek a Final Order and Judgment (as defined herein) from the Court in the form attached hereto.

N. This Settlement Agreement, including each Settling Party's respective obligations herein, will not be construed as evidence of, or as an admission by, any Settling Party or its respective insurer of any liability, coverage position, or wrongdoing whatsoever.

NOW, THEREFORE, it is agreed that the foregoing recitals are hereby expressly incorporated into this Settlement Agreement and made a part hereof and further, that in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, including the Releases (as defined herein) and Covenants Not to Sue (as defined herein) in Article 7 hereof, the entry by the Court of the Final Order and Judgment required by this Settlement Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Released Claims shall be settled and compromised under the following terms and conditions.

ARTICLE 1

SETTLEMENT CLASS

1.1 Definition of Settlement Class

1.1.1 “Settlement Class” means all (a) Unit Owners, (b) Invitees, (c) Residents, (d) persons who died or sustained any personal injury (including, without limitation, emotional distress) as a result of the CTS Collapse, (e) persons or entities who suffered a loss of, or damage to, real property or personal property, or suffered other economic loss, as a result of the CTS Collapse, (f) Representative Claimants, and (g) Derivative Claimants.

1.1.2 Excluded from the Settlement Class is any Unit Owner, Resident, Invitee, Representative Claimant, Derivative Claimant, or other person or entity otherwise included in the Settlement Class, who timely and properly exercises the right to exclude himself, herself, or itself from the Settlement Class.

ARTICLE 2

DEFINITIONS

2.1 Definitions. For the purposes of this Settlement Agreement, the following terms (designated by initial capitalization throughout this Settlement Agreement) will have the meanings set forth in this Section, which are applicable to both the singular and plural thereof. Unless the context requires otherwise, (a) words expressed in the masculine will include the feminine and neuter gender and vice versa; (b) the word “will” shall be construed to have the same meaning and effect as the word “shall”; (c) the word “or” includes the word “and,” except where the context clearly requires otherwise; (d) the word “extent” in the phrase “to the extent” will mean the degree to which a subject or other thing extends, and such phrase will not simply mean “if”; (e) references to “day” or “days” in the lower case are to calendar days, but if the last day is a Saturday, Sunday, or legal holiday (as defined in Fla. R. Jud. Admin. 2.514(a)(6)), the period will continue to run until the end of the next day that is not a Saturday, Sunday, or legal holiday; (f) references to any law will include all rules and regulations promulgated thereunder; (g) the terms “include,” “includes,” and “including” will be deemed to be followed by “without limitation,” whether or not they are in fact followed by such words or words of similar import; and (h) references to dollars or “\$” are to United States dollars.

2.1.1 “87 Park” means and refers to the “Condominium,” as such quoted term is used and defined in the 8701 Declaration.

2.1.2 “87 Park Association” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.3 “87 Park Association Releasees” means the 87 Park Association and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, the 8701 Unit Owners, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers,

reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.4 “87 Park Site” means the “Land,” as such quoted term is used and defined in the 8701 Declaration.

2.1.5 “8701 Collins” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.6 “8701 Declaration” means that certain Declaration of 8701 Collins Avenue Condominium filed and recorded November 15, 2019, in Official Records Book 31691, at Page 1664, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time.

2.1.7 “8701 Releasees” means 8701 Collins, Terra Construction Management, LLC, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, investors, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.8 “8701 Unit Owner” means and refers to a “Unit Owner,” as such quoted term is used and defined in the 8701 Declaration.

2.1.9 “Affiliate” means, with respect to any person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or entity, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting shares, by contract, or otherwise.

2.1.10 “Allocation Agreement” means that certain Allocation Settlement Agreement between the Receiver on behalf of the CTSCA, the Unit Owners, and the Personal Injury and Wrongful Death Class as modified and approved by the Court pursuant to the Final Bar Order dated April 6, 2022.

2.1.11 “ASAP Installations” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.12 “ASAP Installations Releasees” means ASAP Installations and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities

(and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.13 “Assigned Property Damage Claim” means and refers to each “Participating Unit Owners Property Damage Claim” (as such quoted term is used and defined in the Allocation Agreement) and all other claims, interests, or rights that any Unit Owner or any third-party assigned to the CTSCA or the Receiver.

2.1.14 “Average WDC Monetary Award” means the sum of all WDC Monetary Awards divided by the number of WDC Monetary Awards.

2.1.15 “Batista” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.16 “Batista Releasees” means Batista, Gregorio Batista, P.E., and each of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.17 “Beach Access Improvements” means and refers to the “87th Terrace Easement Improvements,” as such quoted term is used and defined in the Development Agreement between the City of Miami Beach and 8701 Collins Development, LLC dated November 24, 2014, and recorded in Official Records Book 29415, at Page 4360, of the Public Records of Miami-Dade County, Florida, together with the “87th Terrace Improvements,” as such quoted term is used and defined in the Grant of Perpetual Easement (87th Terrace) by 8701 Collins Development, LLC in favor of the City of Miami Beach dated November 24, 2014, and recorded in Official Records Book 29913, at Page 3123, of the Public Records of Miami-Dade County, Florida.

2.1.18 “Becker” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.19 “Becker Releasees” means Becker and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities.

2.1.20 “B&PD” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.21 “B&PD Releasees” means B&PD and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.22 “CCIP” means the Contractor Controlled Insurance Program that provides commercial general liability insurance and excess liability insurance for the construction of 87 Park performed on the 87 Park Site.

2.1.23 “CCIP Erosion Cap” has the meaning ascribed to it in Article 4 of this Settlement Agreement.

2.1.24 “CCIP Insurer” means each of the following, but only in its capacity as an insurer participating in the CCIP: (a) Aspen Specialty Insurance Company; (b) Navigators Specialty Insurance Company; (c) Gemini Insurance Company; (d) Starr Surplus Lines Insurance Company; (e) Great American Insurance Company of New York; and (f) Endurance Assurance Corporation.

2.1.25 “CCIP Policies” means the insurance policies listed on **Exhibit K** to this Settlement Agreement.

2.1.26 “CDPW” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.27 “CDPW Releasees” means CDPW and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.28 “Champlain Towers South” has the meaning ascribed to it in the recitals to this Settlement Agreement.

2.1.29 “Chuck’s Backhoe” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.30 “Chuck’s Backhoe Releasees” means Chuck’s Backhoe and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal

representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.31 “Claim Form” means that document and other documentation that a Settlement Class Member is required to submit to the Claims Administrators to claim a Monetary Award, as set forth in this Settlement Agreement and the Claims Administration Process.

2.1.32 “Claims Administration Process” means the process by which the Claims Administrators and the Court shall determine the eligibility for, and the amount of, each Settlement Class Member’s Monetary Award as set forth in the Court’s Order Appointing Claims Administrators Robert L. Parks, Esq. and Retired Judge John W. Thornton dated April 1, 2022, as may be further modified by the Court.

2.1.33 “Claims Administrator(s)” means the Court or those persons or entities appointed by the Court to perform the responsibilities assigned to the Claims Administrators under this Settlement Agreement.

2.1.34 “Class Action Complaint” means the Consolidated Third Amended Class Action Complaint filed in the Litigation on March 10, 2022, and any subsequent amendments thereto.

2.1.35 “Class Claim” has the meaning ascribed to it in Section 7.1 of this Settlement Agreement.

2.1.36 “Class Counsel” means the counsel who are so designated and who are signatories to this Settlement Agreement, namely Harley S. Tropin and Javier A. Lopez of Kozyak Tropin & Throckmorton LLP, Rachel W. Furst and Stuart Z. Grossman of Grossman Roth Yaffa Cohen, P.A., Ricardo M. Martinez-Cid of Podhurst Orseck, P.A., Adam M. Moskowitz of The Moskowitz Law Firm, PLLC, and Curtis B. Miner of Colson Hicks Eidson.

2.1.37 “Class Releasers” has the meaning ascribed to it in Section 7.1 of this Settlement Agreement.

2.1.38 “Class Representative” means Raquel Azevedo de Oliveira, as personal representative of the Estates of Alfredo Leone and Lorenzo de Oliveira Leone, Kevin Fang, as personal representative of the Estate of Stacie Fang, Kevin Spiegel, individually and as personal representative of the Estate of Judith Spiegel, Raysa Rodriguez, and Steve Rosenthal, or such other persons as may be appointed by the Court as the representatives of the Settlement Class.

2.1.39 “CMS” means Centers for Medicare & Medicaid Services.

2.1.40 “Confidential Termination Agreement” means that certain Confidential Termination Agreement entered into by the Parties (other than the Town of Surfside) concurrently with the execution of this Settlement Agreement.

2.1.41 “Construction Contract” means that certain written Construction Agreement dated February 25, 2016, by and between 8701 Collins and JMAF, as amended and supplemented from time to time.

2.1.42 “Court” means the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, the Honorable Michael A. Hanzman (or any successor judge designated by the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida), presiding in the Litigation.

2.1.43 “Covenants Not to Sue” means those covenants not to sue set forth in Article 7 of this Settlement Agreement.

2.1.44 “CP&R” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.45 “CP&R LLC” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.46 “CP&R Releasees” means CP&R, CP&R LLC, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.47 “CRM” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.48 “CRM Releasees” means CRM and all of its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.49 “CTSCA” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.50 “CTSCA Claims” has the meaning ascribed to it in Section 7.3 of this Settlement Agreement.

2.1.51 “CTSCA Insurer” means any insurer of the CTSCA that has paid or pays insurance proceeds to, or on behalf of, the CTSCA on or before the Effective Date, including those insurers listed on the Schedule of CTSCA Insurers attached as **Exhibit A** hereto and made a part hereof.

2.1.52 “CTSCA Releasors” has the meaning ascribed to it in Section 7.3 of this Settlement Agreement.

2.1.53 “CTS Collapse” means the partial collapse of Champlain Towers South and subsequent demolition of the remainder of Champlain Towers South.

2.1.54 “CTS Declaration” means that certain Declaration of Champlain Towers South Condominium filed and recorded August 19, 1981, in Official Records Book 11191, at Page 35, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time.

2.1.55 “CTS Site” means the real property located at 8777 Collins Avenue, Surfside, Florida 33154.

2.1.56 “CTS Site Testing” has the meaning ascribed to it in Article 4 of this Settlement Agreement.

2.1.57 “CTS Site Testing Expenses” has the meaning ascribed to it in Article 4 of this Settlement Agreement.

2.1.58 “CTS Vendor” means Securitas, Morabito, Becker, CP&R, CP&R LLC, CRM, Willcott, SPI, Batista, Western Waterproofing, Western Group, OSA, and Vaughn PE.

2.1.59 “CTS Vendor Services” means work or services performed, or allegedly failed to have been performed, by any CTS Vendor prior to the CTS Collapse for or on behalf of the CTSCA or any Settlement Class Member, or otherwise for the benefit of Champlain Towers South.

2.1.60 “Derivative Claimant” means a spouse, parent, child who is a dependent, or any other person who may properly under applicable law assert the right to sue independently or derivatively by reason of his, her, or their relationship with (a) a Unit Owner, (b) an Invitee, (c) a Resident, (d) any person that died or sustained a personal injury (including emotional distress) as a result of the CTS Collapse, or (e) any person that suffered a loss of or damage to real property or personal property, or suffered other economic loss, as a result of the CTS Collapse.

2.1.61 “Design Professional” means any architect, engineer, or consultant that furnished design services, engineering services, professional services, or consulting services in connection with the design, development, or construction, of 87 Park. “Design Professional” includes Kobi Karp Architecture & Interior Design, Inc., Steven Feller, P.E., SLS Consulting, Inc., VSN Engineering, Inc., West 8 Urban Design & Landscape Architecture, P.C., Aquadynamics Design Group, Inc., Lux Populi SA de CV, and Renzo Piano Building Workshop, Inc.

2.1.62 “DeSimone” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.63 “DeSimone Releasees” means DeSimone Consulting Engineering, DPC, a New York design professional corporation, DeSimone Consulting Engineers, LLC, a Delaware limited liability company, DeSimone Consulting Engineering Group, LLC, DeSimone Consulting Engineers, and all of their respective past, present, and future administrators, Affiliates, fictitious names (including any “doing business as”, “formerly known as”, or “now known as” names), heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.64 “Effective Date” means: (a) the day following the expiration of the deadline for appealing the Final Order and Judgment approving the Settlement Agreement and certifying the Settlement Class (or for appealing any ruling on a timely motion for reconsideration of such Final Order and Judgment, whichever is later), if no such appeal is filed; or (b) if an appeal of the Final Order and Judgment (or any portion thereof) is filed, the date following the day when all appellate rights with respect to that Final Order and Judgment have expired or have been exhausted in a manner to conclusively affirm such Final Order and Judgment, such that no future appeal is possible.

2.1.65 “Escrow Account” means the segregated account created by the Escrow Order held by the Receiver into which each Settling Party’s insurer will deposit its respective Settlement Payment to be held in escrow by the Receiver in accordance with the Escrow Agreement.

2.1.66 “Escrow Agreement” means the escrow agreement to be entered into between and among the Receiver, as escrow agent, and insurers for the Settling Parties in a form mutually agreeable to the Receiver and the insurers for the Settling Parties.

2.1.67 “Escrow Order” has the meaning ascribed to it in Article 4 of this Settlement Agreement.

2.1.68 “Execution Date” means the date this Settlement Agreement is signed by the last Party to sign it (as indicated by the date below such Party’s signature).

2.1.69 “Fairness Hearing” means the hearing scheduled by the Court to consider the fairness, reasonableness, and adequacy of this Settlement Agreement, and to determine whether a Final Order and Judgment should be entered.

2.1.70 “Final Approval Date” means the date on which the Court enters the Final Order and Judgment.

2.1.71 “Final Order and Judgment” means the final judgment and order to be entered by the Court, which satisfies the requirements of this Settlement Agreement, including Article 10 hereof, and includes substantially similar terms as those terms set forth in **Exhibit B** attached hereto and made a part hereof.

2.1.72 “Florida Civil” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.73 “Florida Civil Releasees” means Florida Civil and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.74 “General Release” means the Release, in the form of **Exhibit C** attached hereto and made a part hereof, to be executed by a Non-Settling Party and its insurers in accordance with Article 7 of this Settlement Agreement.

2.1.75 “Geosonics” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.76 “Geosonics Releasees” means Geosonics, Vibra-Tech Engineers, Inc., and each of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.77 “Governmental Payor” means any federal, state, or other governmental body, agency, department, plan, program, or entity that administers, funds, pays, contracts for, or provides medical items, services, and/or prescription drugs.

2.1.78 “HVA” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.79 “HVA Releasees” means HVA and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors,

employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.80 “Insurer Waiver” means the waiver, in substantially the form of **Exhibit D** attached hereto and made a part hereof, to be executed by each SCM Insurer and each CTSCA Insurer as provided in this Settlement Agreement.

2.1.81 “Invitee” means any person or entity (other than a Unit Owner or Resident) who was present or located at Champlain Towers South at the time of the CTS Collapse, or that owned personal property that was located at Champlain Towers South at the time of the CTS Collapse. The term “Invitee” includes, without limitation, any employee of the CTSCA, any employee of a CTS Vendor, any guest of a Resident or a Unit Owner, or any occupant or other person that was present, lawfully or unlawfully, at the time of the CTS Collapse.

2.1.82 “JMAF” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.83 “JMAF Releasees” means JMAF and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities related by whole or partial common ownership, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.84 “Lien” means any statutory lien of a Governmental Payor or Medicare Part C or Part D Program sponsor, or any mortgage, lien, pledge, charge, security interest, or legal encumbrance, of any nature whatsoever, held by any person or entity, where there is a legal obligation to withhold payment of a Monetary Award, or some portion thereof, to a Settlement Class Member under applicable federal or state law.

2.1.85 “Litigation” means the action styled *In Re: Champlain Towers South Collapse Litigation*, Case No. 2021-15089 CA 01, pending in the Court. The “Litigation” includes the Class Action Complaint and all crossclaims, counterclaims, and third-party complaints filed by any litigant in the Litigation.

2.1.86 “Liquidated WDC Award” has the meaning ascribed to it in Article 3 of this Settlement Agreement.

2.1.87 “Medicaid Program” means the federal program administered by the states under which certain medical items, services, and/or prescription drugs are furnished to Medicaid beneficiaries under Title XIX of the Social Security Act, 42 U.S.C. § 1396–1, *et seq.*

2.1.88 “Medicare Part C or Part D Program” means the program(s) under which Medicare Advantage, Medicare cost, and Medicare health care prepayment plan benefits and

Medicare Part D prescription drug plan benefits are administered by private entities that contract with CMS.

2.1.89 “Medicare Program” means the Medicare Parts A and B federal program administered by CMS under which certain medical items, services, and/or prescription drugs are furnished to Medicare beneficiaries under Title XVIII of the Social Security Act, 42 U.S.C. § 1395, *et seq.*

2.1.90 “MMSEA” means the Medicare, Medicaid & SCHIP Extension Act of 2007, as codified in 42 U.S.C. § 1395y(b)(8).

2.1.91 “Monetary Award” means an award for the payment of money from the Settlement Fund to a Settlement Class Member as set forth in this Settlement Agreement and pursuant to the Claims Administration Process.

2.1.92 “Morabito” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.93 “Morabito Releasees” means Morabito and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.94 “Motion for Preliminary Approval of the Settlement” has the meaning ascribed to it in Article 8 of this Settlement Agreement.

2.1.95 “MSP Laws” means the Medicare Secondary Payer Act set forth at 42 U.S.C. § 1395y(b), as amended from time to time, and implementing regulations, and other applicable written CMS guidance.

2.1.96 “Non-Defendant Settling Parties” means the following entities that were not sued or named as defendants in the Litigation but were recipients of demands for compensation asserted by Settlement Class Members and the Receiver for losses and damages allegedly sustained as a result of the CTS Collapse: (a) Securitas, (b) CP&R, (c) CP&R LLC, (d) Willcott, (e) Vaughn PE, (f) SPI, (g) CDPW, (h) Western Waterproofing, (i) Western Group, (j) Batista, (k) B&PD, (l) the Town of Surfside, (m) Chuck’s Backhoe, (n) ASAP Installations, (o) HVA, (p) Rhett Roy, (q) CRM, (r) OSA, and (s) Tanenbaum. The Non-Defendant Settling Parties have agreed to participate in this Settlement for the reasons set forth herein.

2.1.97 “Non-Participating WDC” means either (a) a person who died as a result of the CTS Collapse that does not have at least one (1) survivor under applicable law, or (b) a WDC Representative that does not participate in, or complete, the Claims Administration Process. “Non-Participating WDC” does not include Opt Outs.

2.1.98 “Non-Participating WDC Claim” means any claim, lawsuit, action, demand, arbitration, or proceeding asserted by a Non-Participating WDC against a Released Party.

2.1.99 “Non-Settling Party” means any person or entity, other than a Released Party, that has been named, could have been named, or is named in the future, in the Litigation, any Related Action, or the Universal Action. The term “Non-Settling Party” does not include any Released Party.

2.1.100 “NSP Released Claim” has the meaning ascribed to it in Section 7.4 of this Settlement Agreement.

2.1.101 “NV5” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.102 “NV5 Releasees” means NV5 and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.103 “Opt Out,” when used as a verb, means the process by which any Unit Owner, Invitee, Resident, Representative Claimant, Derivative Claimant, or any other person or entity included in the definition of the Settlement Class, exercises the right to exclude himself, herself, or itself from the Settlement Class in accordance with this Settlement Agreement and Fla. R. Civ. P. 1.220(d).

2.1.104 “Opt Out(s),” when used as a noun, means any Unit Owner, Invitee, Resident, Representative Claimant, Derivative Claimant, or any other person or entity who would otherwise have been included in the Settlement Class, who timely and properly exercised his, her, its, or their right to Opt Out and therefore, after the Final Approval Date, is not a Settlement Class Member.

2.1.105 “OSA” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.106 “OSA Releasees” means OSA and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.107 “Party(ies)” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.108 “Personal Signature” means the actual signature by the person whose signature is required on the document. Unless otherwise specified in this Settlement Agreement, a document requiring a Personal Signature may be submitted by an actual original “wet ink” signature on hard copy, or a PDF or other electronic image of an actual signature, but cannot be submitted by an electronic signature within the meaning of the Electronic Records and Signatures in Commerce Act, 15 U.S.C. §§7001, *et seq.*, the Uniform Electronic Transactions Act, or their successor acts.

2.1.109 “Plaintiffs’ Steering Committee” or “PSC” means the group of counsel appointed by the Court to manage and administer the affairs of all plaintiffs and otherwise act on behalf of the plaintiffs in the Litigation. The PSC, as currently constituted, includes those counsel described in the Court’s Amended Order Appointing Plaintiffs’ Counsel and Addressing Certain Case Management Issues dated July 16, 2021.

2.1.110 “Preliminary Approval Order” means the order, upon entry by the Court, preliminarily approving the Settlement Agreement and conditionally certifying the Settlement Class.

2.1.111 “Receiver” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.112 “Receivership Bar Order” means the proposed bar order and permanent injunction to be entered by the Court in the Receivership Proceeding in substantially the form of **Exhibit M** attached hereto and made a part hereof.

2.1.113 “Receivership Proceeding” means the receivership of the CTSCA created pursuant to the Court’s Agreed Order Appointing Receiver dated July 2, 2021, entered in the Litigation.

2.1.114 “Related Action” means any past, present, or future action or claim brought against any Released Party in the Court (other than the Litigation and the Universal Action) or any other state court, federal court, foreign court, international tribunal, regulatory agency, or other tribunal or forum arising out of, or related to, or based upon, the CTS Collapse, or the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, alleged, or referred to, in the Class Action Complaint or otherwise in the Litigation, including any matter identified on **Exhibit F** attached hereto and made a part hereof. The Schedule of Related Actions attached as **Exhibit F** hereto does not include all pending Related Actions.

2.1.115 “Released Claim” means those Class Claims, CTSCA Claims, NSP Released Claims, and Assigned Property Damage Claims released as set forth in Article 7 of this Settlement Agreement.

2.1.116 “Released Party(ies)” means the Town of Surfside, the Securitas Releasees, the JMAF Releasees, the Stantec Releasees, the Becker Releasees, the DeSimone Releasees, the NV5 Releasees, the Morabito Releasees, the B&PD Releasees, the 8701 Releasees,

the TG Releasees, the TWI Releasees, the Florida Civil Releasees, the HVA Releasees, the Rhett Roy Releasees, the ASAP Installations Releasees, the Chuck's Backhoe Releasees, the CP&R Releasees, the SPI Releasees, the CRM Releasees, the Willcott Releasees, the Batista Releasees, the Western Waterproofing Releasees, the Western Group Releasees, the CDPW Releasees, the Vaughn PE Releasees, the Geosonics Releasees, the OSA Releasees, the Tanenbaum Releasees, the Subcontractors, all "Indemnitees" (as such quoted term is used and defined in Section 1.2.51 of the Construction Contract), including entities that 8701 Collins has designated as "Indemnitees" as of the Execution Date of this Settlement Agreement, the 87 Park Association Releasees, TGSV Enterprises, Inc., a Florida corporation, all CTS Vendors, all Design Professionals, all Vendors, any person or entity qualifying as an insured under any of the insurance policies contributing to the Settlement Fund, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, executors, trusts, personal representatives, conservators, transferees, insurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of any management committee, shareholders, trustees, employees, employers, lienholders, subrogees, accountants, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, and managers of any of the foregoing). The term "insurer," when referring to an insurer of a Released Party, means the insurer of such Released Party, but only in its capacity as an insurer of that Released Party. 8701 Collins shall not designate any additional entities as "Indemnitees" pursuant to the Construction Contract after the Execution Date.

2.1.117 "Releases" means the releases set forth in Article 7 of this Settlement Agreement.

2.1.118 "Releasors" means all Class Releasors and all CTSCA Releasors.

2.1.119 "Representative Claimant" means the authorized representative ordered or appointed by a court or other official of competent jurisdiction under applicable law, of (a) a Unit Owner, (b) an Invitee, (c) a Resident, (d) any person who died or sustained a personal injury (including emotional distress) as a result of the CTS Collapse, or (e) any person or entity who suffered a loss of or damage to real property or personal property, or suffered other economic loss, as a result of the CTS Collapse.

2.1.120 "Resident" means any person or entity, other than a Unit Owner or Invitee, who resided within, was domiciled at, or was a tenant at Champlain Towers South at the time of the CTS Collapse.

2.1.121 "Rhett Roy" has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.122 "Rhett Roy Releasees" means Rhett Roy and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities,

predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.123 “SCM Insurer” means any insurer of any Settlement Class Member that has paid or pays any insurance proceeds to, or on behalf of, any Settlement Class Member, on or before the Effective Date, including those insurers listed on the Schedule of SCM Insurers attached as **Exhibit G** hereto and made a part hereof.

2.1.124 “SCM Insurer Subrogation Claim” means the Universal Action, and any claim, lawsuit, action, demand, arbitration, or proceeding asserted by an SCM Insurer against any Released Party.

2.1.125 “SCM Subrogation Deadline” means the date that is the earlier of the following to occur: (a) the PSC delivers to the Settling Parties executed Insurer Waivers from Universal and all SCM Insurers as provided in this Settlement Agreement; (b) the Court, or such other appropriate state or federal courts or tribunals, enter final, non-appealable orders (other than the Final Order and Judgment or the Receivership Bar Order) that (i) permanently dismiss with prejudice, as against the Released Parties, the Universal Action and all other SCM Insurer Subrogation Claims, and (ii) enjoin and permanently bar all SCM Insurers from commencing, continuing, or maintaining all SCM Insurer Subrogation Claims against any Released Party; or (c) June 24, 2025, if there are no pending SCM Insurer Subrogation Claims.

2.1.126 “Securitas” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.127 “Securitas Releasees” means Securitas and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.128 “Settlement” means the settlement set forth in this Settlement Agreement.

2.1.129 “Settlement Administrator” means that person or entity approved by the Court as administrator of the Settlement Fund Account and administrator of the qualified settlement fund for purposes of Treasury Regulation §1.468B-2(k)(3).

2.1.130 “Settlement Agreement” means this Settlement Agreement and all accompanying exhibits and schedules hereto, including any subsequent amendments thereto and any exhibits to such amendments.

2.1.131 “Settlement Class” has the meaning ascribed to it in Article 1 of this Settlement Agreement.

2.1.132 “Settlement Class Member” means each (a) Unit Owner, (b) Invitee, (c) Resident, (d) person that died or sustained a personal injury (including emotional distress) as a result of the CTS Collapse, (e) person or entity that suffered a loss of or damage to real property or personal property, or suffered other economic loss, as a result of the CTS Collapse, (f) Representative Claimant, and (g) Derivative Claimant in the Settlement Class; *provided, however*, the term “Settlement Class Member” as used herein with respect to any right or obligation after the Final Approval Date does not include any Opt Outs.

2.1.133 “Settlement Class Notice” means that notice, substantially in the form of **Exhibit H** attached hereto and made a part hereof, to be approved by the Court and disseminated to Settlement Class Members as provided in Article 9 of this Settlement Agreement.

2.1.134 “Settlement Fund” means the fund created and enacted pursuant to the Settlement Fund Agreement as set forth in this Settlement Agreement.

2.1.135 “Settlement Fund Account” means the segregated account created in accordance with the Settlement Fund Agreement and held by the Settlement Administrator into which each Settling Party will make its respective Settlement Payment pursuant to this Settlement Agreement.

2.1.136 “Settlement Fund Agreement” means the escrow agreement that will establish the Settlement Fund and will be entered into by the Settlement Administrator, the CTSCA, Class Counsel, the Receiver, and the Settling Parties.

2.1.137 “Settlement Payment” means each payment that each respective Settling Party’s insurer(s) has agreed to pay in order to fund the Settlement Fund.

2.1.138 “Settling Party” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.139 “SPP” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.140 “SPI Releasees” means SPI and its past, present, and future administrators, Affiliates, heirs, legatees, insurers (including Mid-Continent Casualty Insurance Company, Amerisure Mutual Insurance Company, and Amerisure Insurance Company), reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, laborers, materialmen, suppliers, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.141 “Stantec” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.142 “Stantec Releasees” means Stantec, Stantec Inc., Stantec Consulting Services Inc., and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, design license holders or qualifiers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.143 “Subcontractor” means any person or entity that furnished labor, equipment, materials, or services in connection with the construction of 87 Park pursuant to a direct or indirect contract with JMAF. The term “Subcontractor” includes all persons or entities (other than JMAF, 8701 Collins, TG, and TWI) that are insured by the CCIP Policies.

2.1.144 “Subrogation Holdback Sum” means funds from the Settlement Fund in the amount of Thirty Million and 00/100 Dollars (\$30,000,000.00).

2.1.145 “Tanenbaum” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.146 “Tanenbaum Releasees” means Tanenbaum, Peter Catallo, an individual, and each of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.147 “Temporary Holdback” means funds from the Settlement Fund in the sum of: (a) the WDC Holdback Sum, plus (b) the Subrogation Holdback Sum.

2.1.148 “TG” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.149 “TG Releasees” means TG and all of its respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers,

reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.150 “TWI” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.151 “TWI Releasees” means TWI and all of its respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.152 “Unit” means a “Condominium Unit,” as such quoted term is used and defined in the CTS Declaration.

2.1.153 “Unit Owner” means the record owner of a “Condominium Unit” (as such quoted term is used and defined in the CTS Declaration) at the time of the CTS Collapse. The term “Unit Owner” includes a Unit Owner that owned personal property that was lost, damaged, or destroyed as a result of the CTS Collapse.

2.1.154 “Universal” means Universal Property & Casualty Insurance Company.

2.1.155 “Universal Action” means the lawsuit filed by Universal styled *Universal Property & Casualty Insurance Company a/s/o Max Friedman and Ellen Friedman, et al., vs. Champlain Towers South Condominium Association, Inc., et al.*, Case No.: 2022-001944-CA-01, pending in the Court.

2.1.156 “Vaughn PE” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.157 “Vaughn PE Releasees” means Vaughn PE, Scott R. Vaughn, PE, an individual, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.158 “Vendor” means any person or entity (other than JMAF or a Subcontractor) that furnished labor, equipment, materials, or services in connection with the design, development, construction, operation, maintenance or repair of 87 Park or the 87 Park Site.

2.1.159 “WDC Holdback Expiration Date” means the date that is the later of the following to occur (a) all statutes of limitations applicable to all wrongful death actions that could have been asserted, or could be asserted, by all Non-Participating WDCs expire; or, in the event of a Non-Participating WDC Claim, (b) the earlier of (i) the date that the Claims Administrator, Class Counsel, or the Receiver has settled and resolved all Non-Participating WDC Claims, or (ii) the date that the Court, or such other appropriate state or federal courts or tribunals, enter final, non-appealable orders (other than the Final Order and Judgment or the Receivership Bar Order) that permanently dismiss with prejudice all Non-Participating WDC Claims, and enjoin and permanently bar all Non-Participating WDCs from commencing, continuing, or maintaining any Non-Participating WDC Claim against any Released Party.

2.1.160 “WDC Holdback(s)” means, for each Non-Participating WDC, an amount equal to the greater of: (a) the product of (i) two multiplied by (ii) such Non-Participating WDC’s actual Monetary Award; or (b) the product of (i) two multiplied by (ii) the Average WDC Monetary Award.

2.1.161 “WDC Holdback Sum” means the aggregate WDC Holdbacks for all Non-Participating WDCs.

2.1.162 “WDC Monetary Award” means a Monetary Award payable to a WDC Representative.

2.1.163 “WDC Representative” means a Representative Claimant for (a) a Unit Owner who died as a result of the CTS Collapse, (b) an Invitee who died as a result of the CTS Collapse, (c) a Resident who died as a result of the CTS Collapse, or (d) any other person who died as a result of the CTS Collapse.

2.1.164 “WDC Representative Release” means the Release and Covenant Not to Sue, in substantially the form of **Exhibit E** attached hereto and made a part hereof, to be executed by each WDC Representative.

2.1.165 “Western Group” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.166 “Western Group Releasees” means Western Group and its past, present, and future administrators, Affiliates, fictitious names, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.167 “Western Waterproofing” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.168 “Western Waterproofing Releasees” means Western Waterproofing and its past, present, and future administrators, Affiliates, fictitious names, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2.1.169 “Willcott” has the meaning ascribed to it in the preamble to this Settlement Agreement.

2.1.170 “Willcott Releasees” means Willcott and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

ARTICLE 3

INSURER AND WDC REPRESENTATIVE RELEASES

3.1 CTSCA Insurer Waivers. As a condition precedent to the disbursement of any funds from the Settlement Fund to any Settlement Class Member, the Receiver shall cause each CTSCA Insurer to execute and deliver to each Settling Party’s counsel an Insurer Waiver in substantially the form of **Exhibit D** attached hereto and made a part hereof.

3.2 Individual Releases from WDC Representatives

3.2.1 No later than five (5) days after the Execution Date, the PSC shall deliver to counsel for each Settling Party a list setting forth the identities of each WDC Representative that is represented by the PSC and the corresponding decedent and shall use its best efforts to deliver to counsel for each Settling Party a list setting forth the identities of each WDC Representative that is not represented by the PSC and the corresponding decedent.

3.2.2 As a condition to participation in the Claims Administration Process, each WDC Representative that is not a Non-Participating WDC shall execute a WDC Representative Release in substantially the form of **Exhibit E** attached hereto. As a condition precedent to the disbursement of any funds from the Settlement Fund to any Settlement Class Member, the PSC shall deliver to counsel for each Settling Party executed WDC Representative Releases from all WDC Representatives that are not Non-Participating WDCs.

3.2.3 The Claim Form may contemplate liquidated Monetary Award in the amount of One Million and 00/100 Dollars (\$1,000,000.00) for certain WDC Representatives

(“Liquidated WDC Award”). No Liquidated WDC Award shall be awarded to any person or entity except for a person or entity that (a) is a WDC Representative, and (b) executes a WDC Representative Release as provided herein.

ARTICLE 4

SETTLEMENT FUND

4.1 Settlement Payments

4.1.1 Each Settling Party and/or its respective insurer(s), as provided below, shall fund the Settlement Fund through its respective Settlement Payment(s) as follows:

(a) the Town of Surfside’s insurers shall pay the sum of Two Million and 00/100 Dollars (\$2,000,000.00);

(b) Securitas’ insurers shall pay the sum of Five Hundred Seventeen Million, Five Hundred Thousand and 00/100 Dollars (\$517,500,000.00) from the insurance policies set forth on **Exhibit I** attached hereto, plus any remaining amount of the Five Hundred Thousand and 00/100 Dollars (\$500,000.00) self-insured retention of Securitas applicable to the primary general liability insurance policy issued by XL Insurance America, Inc., (Policy Number US00005451LI21A), after payment of attorneys’ fees, experts’ fees, and other defense costs and expenses that have been, and will be, incurred by or on behalf of Securitas through the later of the date of the Final Judgment and Order, or the conclusion of any appeal, collateral attack or challenge thereof;

(c) the 87 Park Association’s insurers shall pay the sum of Twenty-Nine Million and 00/100 Dollars (\$29,000,000.00);

(d) B&PD’s insurers shall pay the sum of Sixteen Million and 00/100 Dollars (\$16,000,000.00);

(e) 8701 Collins’ insurers shall pay the sum of Twenty Eight Million and 00/100 Dollars (\$28,000,000.00) from the insurance policies set forth on **Exhibit J** attached hereto;

(f) DeSimone’s insurers shall pay the sum of Eight Million Five Hundred Fifty Thousand and 00/100 Dollars (\$8,550,000.00);

(g) Morabito’s insurers shall pay the sum of Sixteen Million and 00/100 Dollars (\$16,000,000.00);

(h) the CCIP Insurers shall pay the sum of Eighty-Four Million and 00/100 Dollars (\$84,000,000.00) from the CCIP Policies, less any erosion of the limits of the CCIP Policies set forth on **Exhibit K** attached hereto, by the payment of attorneys’ fees, experts’ fees, and other defense costs and expenses that have been, and will be, incurred by or on behalf of JMAF, 8701 Collins, TG, TWI, and B&PD through the date of the Final Order and Judgment, not to exceed Five Million and 00/100 Dollars (\$5,000,000.00) (the “CCIP Erosion Cap”). The payment of attorneys’ fees, experts’ fees, and other defense costs and expenses that may be

incurred by or on behalf of JMAF, 8701 Collins, TG, TWI, and B&PD in the event of any appeal of, collateral attack, or other challenge to the Final Order and Judgment shall not be subject to the CCIP Erosion Cap and will continue to erode the amount that the CCIP Insurers shall pay to the Settlement Fund. Class Counsel, the PSC, the Class Representatives, the Settlement Class, and the Settlement Class Members agree not to contest or object to the reasonableness or the amount of attorneys' fees, experts' fees, and other defense costs and expenses incurred by JMAF, 8701 Collins, TG, TWI, and B&PD. No later than ten (10) days after the CCIP Insurers have paid the Settlement Payment contemplated by this paragraph into the Settlement Fund, the CCIP Insurers shall provide a spreadsheet to Class Counsel detailing the attorneys' fees, experts' fees, and other defense costs and expenses that have been paid, or will be paid, from the CCIP Policies;

(i) JMAF's insurers (other than the CCIP Insurers) shall pay the sum of One Hundred Fifty-Seven Million and 00/100 Dollars (\$157,000,000.00) from the insurance policies set forth on **Exhibit L** attached hereto;

(j) NV5's insurers shall pay the sum of Twenty-Five Million, Six Hundred Eighty-One Thousand, Nine Hundred Seventy-One and 00/100 Dollars (\$25,681,971.00);

(k) Stantec's insurers shall pay the sum of Sixteen Million Four Hundred Ninety Thousand, Seven Hundred Seventy-Nine and 00/100 Dollars (\$16,490,779.00), and Stantec shall pay Eight Million, Five Hundred Nine Thousand, Two Hundred Twenty-One and 00/100 Dollars (\$8,509,221.00);

(l) Becker's insurers shall pay the sum of Thirty-One Million and 00/100 Dollars (\$31,000,000.00);

(m) Florida Civil's insurers shall pay the sum of Six Million Nine Hundred Thousand and 00/100 Dollars (\$6,900,000.00);

(n) Chuck's Backhoe's insurers shall pay the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00);

(o) ASAP Installations' insurers shall pay the sum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00);

(p) HVA's insurers shall pay the sum of Nine Hundred Eighty-Five Thousand and 00/100 Dollars (\$985,000.00);

(q) Rhett Roy's insurers shall pay the sum of One Million and 00/100 Dollars (\$1,000,000.00);

(r) CP&R's and CP&R LLC's insurers shall pay the sum of Eleven Million and 00/100 Dollars (\$11,000,000.00);

(s) Willcott's insurers shall pay the sum of Nine Hundred Eighty-Two Thousand, Five Hundred and 00/100 Dollars (\$982,500.00);

(t) SPI's insurers shall pay the sum of Nine Million Eight Hundred Thousand and 00/100 Dollars (\$9,800,000.00);

(u) Vaughn PE's insurers shall pay the sum of Four Million and 00/100 Dollars (\$4,000,000.00);

(v) CDPW's insurers shall pay the sum of Three Million One Hundred Thousand and 00/100 Dollars (\$3,100,000.00);

(w) Batista's insurers shall pay the sum of One Million and 00/100 Dollars (\$1,000,000.00);

(x) Western Waterproofing's and Western Group's insurers shall pay the sum of Twenty-Five Million and 00/100 Dollars (\$25,000,000.00);

(y) CRM's insurers shall pay the sum of One Million Two Hundred and 00/100 Dollars (\$1,200,000.00);

(z) Geosonics's insurers shall pay the sum of Five Million and 00/100 Dollars (\$5,000,000.00);

(aa) OSA's insurers shall pay the sum of Four Million and 00/100 Dollars (\$4,000,000.00); and

(bb) Tanenbaum's insurers shall pay the sum of Seven Million and 00/100 Dollars (\$7,000,000.00).

4.2 Interim Escrow of the Settlement Payments. Concurrently with Class Counsel's filing of the Motion for Preliminary Approval of the Settlement, the Parties shall jointly move for entry of an order from the Court approving the Escrow Agreement (the "Escrow Order"). Each Settling Party's insurer shall deposit the respective Settling Party's Settlement Payment(s) into the Escrow Account no later than forty-five (45) days after the later of (a) the date of the Escrow Order, and (b) the date that each Settling Party receives a current, executed W-9 and valid wire instructions, with a corresponding SWIFT/BIC code, from the Receiver. Each Settlement Payment deposited into the Escrow Account shall remain the property of the person or entity who deposited such Settlement Payment until such Settlement Payment is deposited into the Settlement Fund. Notwithstanding anything to the contrary contained herein, Gemini Insurance Company does not have to fund the Escrow Account with the insurance proceeds from Policy No. CEX09602849-00 and shall instead pay directly to the Settlement Fund within thirty (30) days after the Effective Date any amounts remaining after the erosion expenses referenced in Article 2.

4.3 Timing of Settlement Payments. Unless otherwise provided in the Final Order and Judgment, each Settling Party, as appropriate, shall pay such Settling Party's respective Settlement Payment into the Settlement Fund Account or direct the Receiver, in writing, to disburse its respective Settlement Payment from the Escrow Account into the Settlement Fund Account no later than thirty (30) days after the later of the following to occur: (a) the Effective Date; or (b) the creation of the Settlement Fund and appointment of the Settlement Administrator.

4.4 Insurers' Obligations to Pay the Settlement Payments. If any Settling Party's insurer(s) fail(s) to make such Settling Party's respective Settlement Payment as required by this Settlement Agreement, then the Parties agree that Class Counsel and the Receiver shall jointly move for entry of an order by the Court directing such Settling Party's respective insurer(s) to pay its respective Settlement Payment as set forth in this Settlement Agreement.

4.5 Several and Not Joint Obligations. Each Settling Party's respective insurer's obligation to pay its respective Settlement Payment is several and not joint with any other Settling Party's insurer's obligation to pay its respective Settlement Payment. The failure of any Settling Party or its respective insurer to pay its respective Settlement Payment shall be a breach of this Settlement Agreement only as to that Settling Party. No Settling Party shall be liable to the PSC, Class Counsel, Class Representatives, any Settlement Class Member, the Receiver, or the CTSCA for payment of a Settlement Payment attributable to another Settling Party. No Settling Party's or Settling Party's insurer's payment of its respective Settlement Payment shall give rise to a claim of contribution, subrogation, or any other action in law or equity by or through such Settling Party against any other Released Party.

4.6 No Interest or Inflation Adjustment. Except as otherwise provided in Section 12.4 of this Settlement Agreement, none of the Settlement Payments shall be subject to any interest obligation or inflation adjustment.

4.7 Contribution and Allocation Agreement. The Parties stipulate that some portion of the Settlement Fund will fund the amounts due to the Unit Owners pursuant to the Allocation Agreement.

4.8 Joint Testing Protocol Expenses. The Parties stipulate that certain testing and material sampling has occurred, and is occurring, at the CTS Site pursuant to that certain Court's Order Regarding Joint Protocol for Testing and Material Sampling – Collapse Site dated January 21, 2022 (the "CTS Site Testing"), and the Receiver has been charged, and will be charged, costs and expenses by the consultants and contractors performing the CTS Site Testing (the "CTS Site Testing Expenses"). The PSC, Class Counsel, the Receiver, the CTSCA, the Class Representatives, and the Settlement Class agree that all CTS Site Testing Expenses and all other costs and expenses associated with the CTS Site Testing shall be paid solely and exclusively from the Settlement Fund on behalf of the JMAF Releasees, the TG Releasees, the TWI Releasees, the 8701 Releasees, and the NV5 Releasees shall have no obligation or liability for any CTS Testing Expenses or any other costs or expenses associated with CTS Site Testing. If JMAF, TG, TWI, 8701 Collins, or NV5, as the case may be, withdraw from the Settlement and terminate and cancel their respective obligations under this Settlement Agreement, then any amount paid by the Receiver pursuant to this paragraph shall be reimbursed by JMAF, TG, TWI, 8701 Collins, or NV5, as appropriate. Any testing and material sampling performed at the CTS Site after the Execution Date by the Town of Surfside or any Non-Settling Party shall be performed at their sole cost and expense.

4.9 Exclusive Payments. No Settling Party shall have any payment obligation in connection with this Settlement Agreement other than its respective Settlement Payment as provided herein.

ARTICLE 5

CLAIMS ADMINISTRATION

5.1 Claims Administrators. The Claims Administrators shall administer the Claims Administration Process.

5.1.1 Roles and Responsibilities. The Claims Administrators shall:

(a) process and review Claim Forms timely submitted by Settlement Class Members;

(b) determine whether each Settlement Class Member who submits a Claim Form is eligible for, and entitled to, a Monetary Award, as set forth in the Claims Administration Process and this Settlement Agreement; and

(c) perform such other tasks reasonably necessary to accomplish the goals contemplated by this Settlement Agreement or as directed by the Court.

5.1.2 Compensation and Expenses. Any fees or expenses charged by and awarded to the Claims Administrators shall be paid solely out of the Settlement Fund and no Released Party shall have any obligation or liability for compensation to any Claims Administrator.

5.1.3 No Liability. No Party or its counsel shall be liable for any act, or failure to act, of any Claims Administrator or the Settlement Administrator.

5.1.4 Replacement. A Claims Administrator may be replaced only by order of the Court.

5.2 Eligibility for Monetary Awards. A Settlement Class Member will be entitled to a Monetary Award as set forth in this Settlement Agreement and the Claims Administration Process if (a) such Settlement Class Member timely submits a Claim Form in accordance with the Claims Administration Process and this Settlement Agreement, and (b) the Claims Administrators determine that the Settlement Class Member is eligible for a Monetary Award in accordance with the Claims Administration Process and this Settlement Agreement. The calculation of a Monetary Award shall not be subject to any interest obligation or inflation adjustment.

5.3 Claims Administration Process. Each Settlement Class Member shall have the opportunity to participate in the Claims Administration Process. All Settlement Class Members applying for Monetary Awards must submit Claim Forms to the Claims Administrators in accordance with the Claims Administration Process, this Settlement Agreement, and the Allocation Agreement.

5.4 Submission of Claim Forms. The content of Claim Forms shall be governed by the Claims Administration Process and this Settlement Agreement. Each Claim Form shall be signed by the Settlement Class Member and submitted to the Claims Administrators in accordance with the Claims Administration Process.

5.4.1 All statements made in Claim Forms, any acknowledgement forms, and certifications from healthcare providers and pharmacies shall be sworn statements under penalty of perjury.

5.4.2 Each Settlement Class Member must submit to the Claims Administrators all applicable documents required by the Claims Administration Process in order to receive a Monetary Award. A Settlement Class Member's submission of an incomplete Claim Form may result in ineligibility for, or a reduction of, any Monetary Award to such Settlement Class Member.

5.4.3 Each Settlement Class Member who does not timely and properly Opt Out from the Settlement Class and submits a Claim Form will be entitled to apply for all compensation and benefits for which they qualify under the terms of the Claims Administration Process, but will be barred permanently and forever from commencing, filing, initiating, prosecuting, asserting, and/or maintaining any and all Released Claims against any Released Parties in any court of law or equity, arbitration tribunal, or administrative or other forum. If any Settlement Class Member has an objection, it shall be presented to the Court for final determination and the individual Settlement Class Member shall have no further reconsideration or appellate rights as to such Settlement Class Member's Monetary Award.

5.4.4 The Claims Administrators and Settlement Administrator, and their respective agents, representatives, and professionals who are administering the Settlement, will have access to all information submitted by Settlement Class Members to the Claims Administrators and/or the Settlement Administrator necessary to perform their responsibilities under this Settlement Agreement.

5.4.5 Each Settlement Class Member will promptly notify the Claims Administrators of any changes or updates to the information the Settlement Class Member has provided in the Claim Form, including any change in mailing address.

5.5 Verification and Investigation. Each Settlement Class Member claiming a Monetary Award shall authorize the Claims Administrators and/or the Settlement Administrator, as applicable, consistent with the Health Insurance Portability and Accountability Act of 1996, as amended, and other applicable privacy laws, to verify facts and details of any aspect of the Claim Form and/or the existence and amounts, if any, of any Liens. Any Claims Administrator or the Settlement Administrator may request additional documentation, which each Settlement Class Member agrees to provide, in order to claim a Monetary Award.

ARTICLE 6

SETTLEMENT ADMINISTRATION

6.1 Establishment of the Settlement Fund

6.1.1 Promptly following the Effective Date, Class Counsel and the Settling Parties will seek the creation of the Settlement Fund, seek the appointment of the Settlement Administrator, and file a proposed Settlement Fund Agreement with the Court. The Settlement Fund Agreement shall be in a form mutually agreeable to Class Counsel, the Receiver, the CTSCA, and the Settling Parties.

6.1.2 The Parties stipulate, subject to Court approval, to the Receiver serving as the Settlement Administrator. The Settlement Administrator may be replaced by joint motion made by Class Counsel and the Settling Parties granted by the Court. If the Settlement Administrator resigns, dies, is replaced, or is otherwise unable to continue employment in that position, then Class Counsel and the Settling Parties will agree to and jointly recommend a new proposed Settlement Administrator for appointment by the Court.

6.1.3 Upon Court approval of the proposed Settlement Fund Agreement, Class Counsel, the Settling Parties, and the Settlement Administrator will execute the Settlement Fund Agreement approved by the Court, thereby creating the Settlement Fund.

6.1.4 The Settlement Fund will be composed of the Settlement Payments. The Settlement Administrator will establish and maintain the Settlement Fund Account into which the Settling Parties will make their respective Settlement Payments as required by this Settlement Agreement. Administrative expenses of the Settlement Fund will be paid from the Settlement Fund. The Settlement Fund Account shall be maintained at a federally insured depository institution and shall be segregated from all other accounts and assets under the control of the Receiver, including any account held by, owned by, or maintained for the benefit of, the CTSCA. Neither the Settlement Fund, the Settlement Fund Account, nor any Settlement Payment shall be part of the receivership estate of the CTSCA, and no portion of any Settlement Payment shall be deposited into, or transferred to, any account under which the CTSCA is an accountholder or beneficiary.

6.1.5 The Settlement Fund shall be structured and operated in a manner so that it qualifies as a Court-approved “qualified settlement fund” pursuant to Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended. The Parties shall cooperate with each other in ensuring that the Settlement Fund is operated, and at all times qualifies, as a “qualified settlement fund” and shall not take a position in any filing or before any tax authority that is inconsistent with the foregoing. The Settlement Administrator, on behalf of the Settlement Fund, is authorized to enter into periodic payment obligations and is authorized to make “qualified assignments” within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, to assign the Settlement Fund’s liability to make the periodic payments to the designated assignee.

6.1.6 For purposes of Treasury Regulation Section 1.468B-2(k)(3), the Settlement Administrator will be treated as the “administrator” of the “qualified settlement fund” and shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including the returns described in Treasury Regulation Section 1.468B-2(k)) for the Settlement Fund. Such returns shall reflect that all taxes on the income earned on the Settlement Fund shall be paid out of the Settlement Fund. The Settlement Administrator shall timely make any such elections as are necessary or advisable to carry out the terms of this Section, including, as necessary, making a “relation back election,” as described in Treasury Regulation Section 1.468B-1(j), to cause the Settlement Fund to come into existence on or before the Effective Date, and shall take or cause to be taken all related actions as may be necessary or appropriate. The Settling Parties agree to cooperate reasonably with the Settlement Administrator to provide information available to them that is needed for filing tax returns for the Settlement Fund and will give their consent to the filing of any relation back election.

6.1.7 The Settlement Fund shall be managed by the Settlement Administrator as provided in the Settlement Fund Agreement, and both the Settlement Fund and Settlement Administrator will be subject to the continuing jurisdiction and supervision of the Court.

6.1.8 The Settlement Administrator will have the authority to make payments and disbursements from the Settlement Fund Account only as provided by an order or other written instruction of the Court.

6.1.9 The Settlement Administrator will be responsible for making any necessary tax filings and payments of taxes, estimated taxes, and associated interest and penalties, if any, by the Settlement Fund and responding to any questions from, or audits regarding such taxes by, the Internal Revenue Service or any state or local tax authority. The Settlement Administrator also will be responsible for complying with all tax information reporting and withholding requirements with respect to payments made by the Settlement Fund, as well as paying any associated interest and penalties.

6.1.10 The Settlement Administrator may be replaced only by order of the Court. Any compensation to the Settlement Administrator for the Settlement Administrator's administration of the Settlement Fund shall be paid solely out of the Settlement Fund, and no Released Party shall have any obligation or liability for the Settlement Administrator's compensation or expenses.

6.2 Identification and Satisfaction of Liens

6.2.1 The Parties agree to comply with the provisions of Section 111 of the MMSEA. The Motion for Preliminary Approval of the Settlement filed by Class Counsel will request that the Court appoint the Settlement Administrator to faithfully implement and administer the Lien-related provisions of this Settlement Agreement.

6.2.2 The Settlement Administrator will, among other responsibilities set forth in this Settlement Agreement, administer the process for the identification and satisfaction of all applicable Liens. Each Settlement Class Member shall identify all Liens held or asserted by Governmental Payors or Medicare Part C or Part D Program sponsors with respect to any Monetary Award in such documentation required by the Settlement Administrator and/or the Claims Administration Process, unless required to do so in his or her Claim Form. Each Settlement Class Member will be solely responsible for the satisfaction and discharge of all Liens.

6.2.3 Each Settlement Class Member who submits a Claim Form seeking a Monetary Award from the Settlement Fund for damages on account of personal injury as a result of the CTS Collapse shall notify CMS of the Settlement Fund and that such Settlement Class Member is seeking a Monetary Award from the Settlement Fund for the personal injury allegedly caused by the CTS Collapse.

6.2.4 Each Settlement Class Member (and counsel individually representing him or her, if any) shall cooperate with the Settlement Administrator to identify all Liens held or asserted by Governmental Payors or Medicare Part C or Part D Program sponsors with respect to any Monetary Award as a prerequisite to receiving payment of any Monetary Award, including by

providing the requested information and authorizations to the Settlement Administrator and/or Claims Administrators in the timeframe specified for so doing.

6.2.5 Among other things, each Settlement Class Member authorizes the Settlement Administrator to:

(a) establish procedures and protocols to identify and resolve Liens held or asserted by Governmental Payors or Medicare Part C or Part D Program sponsors with respect to any Monetary Award;

(b) undertake to obtain an agreement in writing and other supporting documentation with CMS promptly following the Effective Date that establishes reporting processes recognized by CMS as satisfying the reporting obligations, if any, under the mandatory Medicare reporting requirements of Section 111 of the MMSEA in connection with this Settlement Agreement;

(c) satisfy Lien amounts owed to a Governmental Payor or, to the extent identified by the Settlement Class Member, Medicare Part C or Part D Program sponsor, for medical items, services, and/or prescription drugs paid on behalf of the Settlement Class Member out of any Monetary Award to the Settlement Class Member;

(d) fulfill all state and federal reporting obligations, including those to CMS that are agreed upon with CMS; and

(e) transmit all information received from any Governmental Payor or Medicare Part C or Part D Program sponsor pursuant to such authorizations (i) to the Claims Administrators solely for purposes of verifying compliance with the MSP Laws or other similar reporting obligations and for verifying satisfaction and full discharge of all such Liens, or (ii) as otherwise directed by the Court.

6.2.6 The Settlement Administrator may put in place mechanisms for resolving Liens on an individual basis and may satisfy Liens owed for medical items, services, and/or prescription drugs paid on behalf of the Settlement Class Member out of any Monetary Award to the Settlement Class Member.

6.2.7 The Settlement Administrator's performance of functions described in this Article is not intended to modify the legal and financial rights and obligations of Settlement Class Members, including the duty to pay and/or arrange for reimbursement of each Settlement Class Member's past, current, or future bills or costs, if any, for medical items, services, and/or prescription drugs, and to satisfy and discharge any and all statutory recovery obligations for any Liens.

6.2.8 Each Settlement Class Member who is eligible to participate in Medicare or Medicaid, or if not eligible to participate in Medicare, is 62.5 years or older on the Effective Date, represents and warrants that all bills, costs or Liens resulting from or arising out of alleged injuries, claims or lawsuits related to the CTS Collapse are his/her responsibility to pay, including all Medicare conditional payments, subrogation claims, Liens, or other rights to payment, relating

to medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, Governmental Payor, employer or other person or entity.

6.2.9 Notwithstanding any other provision of this Settlement Agreement relating to timely payment, the Settlement Administrator shall not pay any Monetary Award to a Settlement Class Member who is or was entitled to benefits under a Governmental Payor program or Medicare Part C or Part D Program prior to: (i) the Settlement Administrator's determination of the final amount needed to satisfy the reimbursement obligation that any Governmental Payor or Medicare Part C or Part D Program sponsor states is due and owing (as reflected in a final demand letter or other formal written communication), and satisfaction and discharge of that reimbursement obligation as evidenced by the Settlement Administrator's receipt of a written satisfaction and discharge from the applicable Governmental Payor or Medicare Part C or Part D Program sponsor; or (ii) the Settlement Administrator's determination of the "holdback" amount to be deducted from the Monetary Award under which such reimbursement obligation will be resolved.

6.2.10 Notwithstanding any other provision of this Settlement Agreement relating to timely payment, if any person or entity claims any Liens, other than those set forth in this Article, with respect to a Settlement Class Member's Monetary Award, then the Settlement Administrator shall not pay any such Monetary Award if the Settlement Administrator has received notice of that Lien and there is a legal obligation to withhold payment to the Settlement Class Member under applicable federal or state law. The Settlement Administrator will hold such Monetary Award in an escrow account until the Settlement Class Member (and counsel individually representing him or her, if any) presents documentary proof, such as a court order or release or notice of satisfaction by the party asserting the Lien, that such Lien has been satisfied and discharged, or until the Settlement Administrator's determination of the "holdback" amount to be deducted from the Monetary Award under which such reimbursement obligation will be resolved.

6.2.11 Settlement Class Members who are or were entitled to benefits under Medicare Part C or Part D Programs may be required by statute or otherwise, when making a claim for and/or receiving compensation pursuant to this Settlement Agreement, to notify the relevant Medicare Part C or Part D Program sponsor or others of the existence of, and that Settlement Class Member's participation in, this Settlement. It is the sole responsibility of each Settlement Class Member to determine whether he or she has such a notice obligation, and to perform timely any such notice reporting.

6.3 Indemnification for Lien Administration. Each Class Releaser, in return for the benefits and consideration provided in this Settlement Agreement, shall indemnify and forever hold harmless, and pay all final judgments, damages, costs, expenses, fines, penalties, interest, multipliers, or liabilities, including the costs of defense and attorneys' fees of, the Released Parties against any and all claims by third-parties arising from, relating to, or resulting from (a) any undisclosed Lien relating to, or resulting from, compensation or benefits received by a Settlement Class Member pursuant to this Settlement, and/or (b) the failure of a Settlement Class Member timely and accurately to report or provide information that is necessary for compliance with the MSP Laws, or for the Settlement Administrator to identify and/or satisfy all Governmental Payors or Medicare Part C or Part D Program sponsors who may hold or assert a reimbursement right.

The amount of indemnification will not exceed the total Monetary Award for that Settlement Class Member's claim. THE CLASS REPRESENTATIVES AND SETTLEMENT CLASS MEMBERS ACKNOWLEDGE THAT THIS SECTION COMPLIES WITH ANY REQUIREMENT TO EXPRESSLY STATE THAT LIABILITY FOR SUCH CLAIMS IS INDEMNIFIED AND THAT THIS SECTION IS CONSPICUOUS AND AFFORDS FAIR AND ADEQUATE NOTICE.

6.4 Universal Action. The PSC, Class Counsel, and the Receiver shall (a) obtain an order from the Court dismissing, with prejudice, and without attorneys' fees or costs against any Released Party in the Universal Action, all claims that Universal asserted or could assert against any Released Party in the Universal Action, and (b) if resolved by settlement, deliver to each Settling Party an Insurer Waiver executed by Universal as provided in this Settlement Agreement.

6.5 Temporary Holdback. The Settlement Administrator shall hold the Temporary Holdback in escrow and shall not disburse the Temporary Holdback, or any portion thereof, except as expressly provided herein.

6.6 Disbursement of Monetary Awards. Subject to the satisfaction and discharge of any Liens as provided in this Settlement Agreement and the Temporary Holdback, the Settlement Administrator shall disburse each Settlement Class Member's Monetary Award, less the Settlement Class Member's ratable share of the Temporary Holdback, to such Settlement Class Member in accordance with the terms of this Settlement Agreement and any orders from the Court no later than thirty (30) days after the later of the following to occur:

6.6.1 all Monetary Awards are finally determined as provided in the Claims Administration Process and this Settlement Agreement, and any objections to the Monetary Award determinations have been resolved by the Court as provided in Section 5.4.3 of this Settlement Agreement;

6.6.2 all Settling Parties receive all executed WDC Representative Releases from all WDC Representatives that are not Non-Participating WDCs, as provided in this Settlement Agreement;

6.6.3 all Settling Parties have received executed Insurer Waivers from all CTSCA Insurers as provided in this Settlement Agreement; and

6.6.4 all other conditions precedent to the disbursement of any funds from the Settlement Fund are satisfied, as provided herein.

6.7 Release of the Temporary Holdback. Subject to the terms and conditions of this Settlement Agreement, the Settlement Administrator may disburse the Temporary Holdback from the Settlement Fund ratably to the Settlement Class Members in proportion to their respective Monetary Awards as follows:

6.7.1 after the WDC Holdback Expiration Date, the balance of the WDC Holdback Sum; and

6.7.2 after the SCM Subrogation Deadline, the balance of the Subrogation Holdback Sum.

6.8 Enforcement of Receivership Bar Order and Other Defense Obligations. The Settlement Administrator and the Receiver shall enforce the Receivership Bar Order in connection with any SCM Insurer Subrogation Claim (including the Universal Action) and any Non-Participating WDC Claim. Any reasonable attorneys' fees, costs, or expenses that the Settlement Administrator or the Receiver incur to perform their obligations under this Section may be paid from the Temporary Holdback. Additionally, the reasonable attorneys' fees, costs, and other litigation expenses incurred by any Released Party to defend against any SCM Insurer Subrogation Claim (including the Universal Action) or Non-Participating WDC Claim shall be paid from the Temporary Holdback. No Released Party shall have any obligation to incur any cost, expense, or attorneys' fees whatsoever in connection with any SCM Insurer Subrogation Claim or Non-Participating WDC Claim. The reasonableness of any attorneys' fees, costs, and expenses paid to a Released Party shall be subject to Court approval.

6.9 Released Parties Not Liable. The Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to: (a) the Claims Administration Process; (b) any act, omission, or determination by Class Counsel, any Claims Administrator, the Settlement Administrator, the Court, or any of their respective designees or agents, in connection with the administration of the Settlement Fund, identification and satisfaction of Liens, or otherwise; (c) the management, investment, or distribution of the Settlement Fund; (d) any plan of allocation of the Settlement Fund or its implementation, administration, or interpretation; (e) the determination, administration, calculation, or payment of any Monetary Awards or claims asserted against the Settlement Fund; (f) any losses suffered by, or fluctuation in value of, the Settlement Fund; or (g) the withholding or payment of any taxes, expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local tax returns.

6.9.1 The provisions of this Article are solely for the several benefit of the Settling Parties, the Claims Administrator, and the Settlement Administrator. No Settlement Class Member (or counsel individually representing them, if any) will have any rights or defenses based upon or arising out of any act or omission of the Settling Parties or any administrator with respect to this Article.

ARTICLE 7 **RELEASES**

7.1 Settlement Class Release of the Released Parties

7.1.1 In consideration of the benefits described, and the agreements and covenants contained, in this Settlement Agreement, each Settlement Class Member, on his, her, its, or their own behalf, and on behalf of his, her, its, or their respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, insurers, indemnitors, heirs, next of kin, estates, beneficiaries, conservators, trustees, trusts, executors, administrators, personal representatives, and any natural, legal, or juridical person or entity to the extent he, she, or it is entitled to assert any claim on behalf of any Settlement Class Member, or anyone claiming by, through, or on behalf of any of them (each, a "Class Releasor" and collectively, the "Class

Releasors”), hereby releases, acquits, forever discharges, and holds harmless the Released Parties, and each of them, of and from any and all past, present and future claims, counterclaims, crossclaims, actions, lawsuits, administrative proceedings, rights or causes of action, liabilities, suits, demands, liens, damages, losses, punitive damages, payments, judgments, debts, dues, sums of money, costs and expenses (including attorneys’ fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, warranties, indemnities, agreements, responsibilities, obligations, or promises, whether in law or in equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, latent or patent, discovered or undiscovered, whether existing prior to, on, or arising after, the Effective Date, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, in any forum, that the Class Releasors, and each of them, had, has, may or will have in the future, arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to (i) the CTS Collapse, (ii) Champlain Towers South, (iii) the CTS Vendor Services, (iv) the vacation of the public right-of-way that was formerly located on the portion of the 87 Park Site formerly known as 87th Terrace, Miami Beach, Florida, (v) the design, development, construction, maintenance, operation, management, or repair of 87 Park, (vi) 8701 Collins’ acquisition of the 87 Park Site, (vii) the design, development, construction, maintenance, installation, or repair of the Beach Access Improvements, (viii) the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, referred to, or relating to, the Litigation (including the Class Action Complaint), any Related Action, the Universal Action, or this Settlement (each of the foregoing and those below are a “Class Claim” and collectively, the “Class Claims”), or (ix) Class Claims:

(a) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the Construction Contract or any demolition work or activities that occurred on any part of the 87 Park Site;

(b) that have, could have been, or could be made against any Released Party in the Litigation, any Related Action, or the Universal Action;

(c) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to any allegation in the Class Action Complaint;

(d) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to any activity or inherently dangerous activity, ultrahazardous activity, or abnormally dangerous activity conducted at or near the 87 Park Site;

(e) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the design, planning, proposals for, construction, improvements, additions, amelioration, repairs, replacement, remediation, restoration, investigations, inspections, evaluations, and testing at Champlain Towers South or the CTS Site;

(f) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the design, development, construction, maintenance, operation, management, or repair of Champlain Towers South;

(g) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to loss of support, services, consortium, companionship, society, love or affection, or damage to familial relations (including disease, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life);

(h) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to bodily injury, personal injury, wrongful death, emotional distress, or property damage, remediation and/or clean-up of property, diminution of property value, fraud, misrepresentations, loss of use or enjoyment of real or personal property, foreclosure, economic loss, fear, fear of illness or disease, fear of developing illness or disease, fright, mental or emotional distress, pain and suffering, loss of earnings, impairment of earning capacity, health equity and medical monitoring, bystander liability, survival actions, breach of contract, all statutory claims, punitive or exemplary damages, attorneys' fees, costs or expenses, moving expenses, additional rental or mortgage payments;

(i) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to medical screening and medical monitoring for undeveloped, unmanifested, and/or undiagnosed bodily injuries, as well as any injury arising out of or relating to the occupancy of, or presence at, Champlain Towers South at the time of the CTS Collapse;

(j) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to security services performed at Champlain Towers South pursuant to a security services agreement;

(k) for damages or alleged damages resulting in whole or in part from exposure of the Settlement Class or any Settlement Class Member or property of a Settlement Class Member to hazardous or allegedly hazardous, toxic, dangerous or harmful substances;

(l) for claims for compensatory, punitive, exemplary, extra-contractual or statutory damages based upon any allegations of fraud, insurer bad faith, additional insured status, unfair claims practices, unfair settlement practices, or other act or failure to act by any insurer in connection with the defense, investigation, handling, adjustment, litigation, or settlement of any claim or Class Claim released hereunder, or any alleged insurer misconduct of any kind or nature;

(m) for derivative, constructive, technical, indirect, strict, secondary, joint and several, or vicarious liability arising out of the conduct or fault of others for which the Released Parties may be responsible;

(n) for any right legally assertable by the Settlement Class or any Settlement Class Member now or in the future, whether the claim is personal to each individual, derivative of a claim now or in the future, or as assignee, successor, survivor, legatee, beneficiary, subrogee, or representative of a Settlement Class Member;

(o) for a past, present, future, known, unknown, foreseen, unforeseen, contingent, nascent, mature claim or a claim arising at law, in equity or otherwise, including but not limited to, claims for survival and wrongful death; or

(p) for contribution, subrogation, defense, or indemnification, whether contractual or otherwise, arising out of, attributable to, or in any way related to, the Litigation, any Related Action, the Universal Action, the CTS Collapse, 87 Park, or the 87 Park Site; *provided, however*, the Class Releasors do not release the Settling Parties from any of their respective obligations under this Settlement Agreement.

7.1.2 The Class Releasors do hereby release, forever discharge and hold harmless the Released Parties from any and all Class Claims, including unknown Class Claims, arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the reporting, transmittal of information, or communications between or among the Released Parties, the CTSCA Releasors, any Claims Administrator, or the Settlement Administrator regarding any claim for a Monetary Award under this Settlement Agreement, including any consequences in the event that this Settlement Agreement impacts, limits, or precludes any Settlement Class Member's right to benefits under Social Security or from any Governmental Payor.

7.1.3 In consideration of the benefits described and the agreement and covenants contained in this Settlement Agreement, the Class Releasors do hereby release, forever discharge and hold harmless the Released Parties from any and all Class Claims, including unknown Claims, pursuant to the MSP Laws, or other similar causes of action, arising from, relating to, or resulting from the failure or alleged failure of any of the Released Parties to provide for a primary payment or appropriate reimbursement to a Governmental Payor or Medicare Part C or Part D Program sponsor with a Lien in connection with claims for medical items, services, and/or prescription drugs provided in connection with compensation or benefits claimed or received by a Settlement Class Member pursuant to this Settlement Agreement.

7.1.4 In connection with the Releases in this Settlement Agreement, the Class Representatives, each Settlement Class Member, and the Settlement Class acknowledge that they are aware that they may hereafter discover Class Claims now unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to actions or matters released herein. The Class Representatives, each Settlement Class Member, and the Settlement Class explicitly took unknown or unsuspected claims into account in entering into the Settlement Agreement and it is the intention of the Parties fully, finally and forever to settle and release all Class Claims as provided in this Settlement Agreement with respect to all such matters. The Class Representatives, each Settlement Class Member, and the Settlement Class acknowledge and understand the significance and consequence of the Releases set forth herein and releasing all Class Claims and the Class Representatives, each Settlement Class Member, and the Settlement Class assume full risk and responsibility for any and all injuries, losses, damages, assessments, penalties, charges, expenses, attorneys' fees, experts' fees, costs, and/or liabilities that any Class Releasor may hereafter incur or discover which in any way should arise out of, or relate to, or are in any way connected with, any Class Claim.

7.2 Settlement Class Covenant Not to Sue any Released Party and Waiver and Estoppel. Each Settlement Class Member (a) represents, warrants, and agrees that such Settlement Class Member waives and is forever estopped from asserting any Released Claim against any Released Party, and (b) covenants that such Settlement Class Member will not now or in the future

sue or threaten to sue any Released Party for any Released Claim, or otherwise assert or threaten to assert any Released Claim against any Released Party.

7.3 The Receiver's and the CTSCA's Release of the Released Parties

7.3.1 In consideration of the benefits described, and the agreements and covenants contained, in this Settlement Agreement, the Receiver and the CTSCA, on behalf of themselves, in their own rights, and on behalf of each and every past, present, and future member of the CTSCA, and their respective predecessors, successors, assigns, assignors, representatives, personal representatives, attorneys, agents, trustees, and insurers (each, a "CTSCA Releasor" and collectively, the "CTSCA Releasors"), hereby release, acquit, and forever discharge the Released Parties, and each of them, of and from any and all past, present and future claims, counterclaims, crossclaims, actions, lawsuits, administrative proceedings, rights or causes of action, liabilities, suits, demands, liens, damages, losses, punitive damages, payments, judgments, debts, dues, sums of money, costs and expenses (including attorneys' fees and costs), accounts, reckonings, bills, covenants, contracts, warranties, indemnities, controversies, agreements, responsibilities, obligations, or promises, whether in law or in equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, latent or patent, discovered or undiscovered, whether existing prior to, on, or arising after, the Effective Date, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, in any forum, that the CTSCA Releasors, and each of them, had, has, may or will have in the future, concerning a matter of common interest as provided in Section 718.111, Florida Statutes, or that the CTSCA has standing to assert in its own name either on behalf of the CTSCA itself or on behalf of all members of the CTSCA pursuant to the CTS Declaration or any law, and that arises out of, concerns, is in any way connected with, or in any way relates, directly or indirectly, to (i) the CTS Collapse, (ii) Champlain Towers South, (iii) the CTS Vendor Services, (iv) the vacation of the public right-of-way that was formerly located on the portion of the 87 Park Site formerly known as 87th Terrace, Miami Beach, Florida, (v) the design, development, construction, maintenance, operation, management, or repair of 87 Park, (vi) 8701 Collins' acquisition of the 87 Park Site, (vii) the design, development, construction, maintenance, installation, or repair of the Beach Access Improvements, (viii) the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, referred to, or relating to, the Litigation (including the Class Action Complaint), any Related Action, the Universal Action, or this Settlement (each of the foregoing and those below are a "CTSCA Claim" and collectively, the "CTSCA Claims"), or (ix) CTSCA Claims:

(a) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the Construction Contract or any demolition work or activities that occurred on any part of the 87 Park Site;

(b) that have, could have been, or could be made against any Released Party in the Litigation, any Related Action, or the Universal Action;

(c) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to any allegation in the Class Action Complaint;

(d) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to any activity or inherently dangerous activity, ultrahazardous activity, or abnormally dangerous activity conducted at or near the 87 Park Site;

(e) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the design, planning, proposals for, construction, improvements, additions, amelioration, repairs, replacement, remediation, restoration, investigations, inspections, evaluations, and testing at Champlain Towers South or the CTS Site;

(f) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the design, development, construction, maintenance, operation, management, or repair of Champlain Towers South;

(g) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to property damage, remediation and/or clean-up of property, diminution of property value, loss of use, foreclosure, economic loss, breach of contract, fraud, misrepresentations, loss of use or enjoyment of real or personal property, all statutory claims, punitive or exemplary damages, attorneys' fees, costs or expenses, moving expenses, additional rental or mortgage payments;

(h) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to security services performed at Champlain Towers South pursuant to a security services agreement;

(i) for claims for compensatory, punitive, exemplary, extra-contractual or statutory damages based upon any allegations of fraud, insurer bad faith, additional insured status, unfair claims practices, unfair settlement practices, or other act or failure to act by any insurer in connection with the defense, investigation, handling, adjustment, litigation or settlement of any claim released hereunder, or any alleged insurer misconduct of any kind or nature;

(j) for derivative, constructive, technical, indirect, strict, secondary, joint and several, or vicarious liability arising out of the conduct or fault of others for which the Released Parties may be responsible;

(k) for a past, present, future, known, unknown, foreseen, unforeseen, contingent, nascent, mature claim or a claim arising at law, in equity or otherwise; or

(l) for contribution, subrogation, defense, or indemnification, whether contractual or otherwise, arising out of, attributable to, or in any way related to, the Litigation, any Related Action, the Universal Action, the CTS Collapse, 87 Park, or the 87 Park Site; *provided, however*, the CTSCA Releasers do not release the Settling Parties from any of their respective obligations under this Settlement Agreement.

7.3.2 The Receiver and the CTSCA each individually also release, acquit, and forever discharge the Released Parties from all Assigned Property Damage Claims and any claims, actions, lawsuits, administrative proceedings, rights or causes of action, liabilities, suits, demands, liens, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses

(including attorneys' fees and costs), whether in law or in equity, that arise out of, concern, are in any way connected with, or in any way relate, directly or indirectly, to any Assigned Property Damage Claim.

7.3.3 Notwithstanding anything herein to the contrary, neither the Receiver nor the CTSCA releases Universal from any direct claim that could be made by the Receiver or the CTSCA in the Universal Action, and nothing in this Settlement Agreement shall impair the Receiver's or the CTSCA's defenses against Universal's claims in the Universal Action.

7.4 Settlement Class Limited Release of the Non-Settling Parties. The Class Releasors hereby release, acquit, forever discharge and hold harmless the Non-Settling Parties, and each of them, of and from any and all past, present and future claims, counterclaims, crossclaims, actions, lawsuits, rights or causes of action, liabilities, suits, demands, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses (including attorneys' fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, agreements, obligations, or promises, in law or in equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, latent or patent, discovered or undiscovered, whether existing prior to, on, or arising after, the Effective Date, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, in any forum, that the Class Releasors, and each of them, had, has, may or will have in the future, that seeks to hold any Non-Settling Party liable for any damage, injury, or harm, to the extent such damage, injury, or harm was caused by any act, omission, or inaction of any Released Party, including any claim based upon (a) the performance of any ultrahazardous activity, abnormally dangerous activity, or inherently dangerous activity on the part of any Released Party, (b) any theory that such Non-Settling Party is an agent, joint venturer, employee, servant, or alter ego of any Released Party, (c) any theory involving any non-delegable duty or vicarious, constructive, technical, indirect, strict, derivative, secondary, or joint and several liability, or (d) any other theory of liability that could give rise to a claim for indemnification, subrogation, contribution, or otherwise, against any Released Party (each, an "NSP Released Claim" and collectively, the "NSP Released Claims"). Without limiting the foregoing, the Settlement Class Members may continue to pursue, or commence, any claim in the Litigation against any Non-Settling Party for such Non-Settling Party's direct liability to the Settlement Class Members, but only for that portion of any harm, damage, or injury that the Settlement Class Members suffered solely and directly due to either (i) such Non-Settling Party's primary and active negligence, or (ii) such Non-Settling Party's contract breaches, provided that such breach of contract does not give rise to an NSP Released Claim or any liability on the part of a Released Party.

7.5 Settlement Class Covenant Not to Sue any Non-Settling Party and Waiver and Estoppel. Each Settlement Class Member (a) represents, warrants, and agrees that such Settlement Class Member waives and is forever estopped from asserting any NSP Released Claim against any Non-Settling Party, and (b) covenants that such Settlement Class Member will not now or in the future sue or threaten to sue any Non-Settling Party for any NSP Released Claim, or otherwise assert or threaten to assert any NSP Released Claim against any Non-Settling Party.

7.6 The Receiver's and the CTSCA's Release of the Non-Settling Parties. The CTSCA Releasors hereby release, relinquish, acquit, forever discharge, and covenant not to sue the Non-Settling Parties from and against any and all NSP Released Claims. Without limiting the

foregoing, the CTSCA or the Receiver may continue to pursue any claim in the Litigation against any Non-Settling Party for such Non-Settling Party's direct liability to the CTSCA or the Receiver, but only for that portion of any harm, damage, or injury that the CTSCA or the Receiver suffered solely and directly due to either (a) such Non-Settling Party's primary and active negligence, or (b) such Non-Settling Party's contract breaches, provided that such breach of contract does not give rise to an NSP Released Claim or any liability on the part of a Released Party.

7.6.1 The Receiver and the CTSCA each individually also release, acquit, and forever discharge the Non-Settling Parties from and against all Assigned Property Damage Claims to the extent that they seek to hold any Non-Settling Party liable for any damage, injury, or harm caused, in whole or in part, by any act, omission, or inaction of any Released Party, including any claim based upon (a) the performance of any ultrahazardous activity, abnormally dangerous activity, or inherently dangerous activity on the part of any Released Party, whether in whole or in part, (b) any theory that such Non-Settling Party is an agent, joint venturer, employee, servant, or alter ego of any Released Party, (c) any theory involving vicarious, constructive, technical, indirect, strict, derivative, or joint and several liability, or (d) any other theory of liability that could give rise to a claim against any Released Party, including for indemnification, subrogation, contribution, or otherwise. Without limiting the foregoing, the CTSCA or the Receiver may continue to pursue the Assigned Property Damage Claims in the Litigation against any Non-Settling Party for such Non-Settling Party's direct liability for an Assigned Property Damage Claim, but only for that portion of any harm, damage, or injury suffered solely and directly due to either (a) such Non-Settling Party's primary and active negligence, or (b) such Non-Settling Party's contract breaches, provided that such breach of contract does not give rise to an NSP Released Claim or any liability on the part of a Released Party.

7.7 Settlement Class Assumption of Risk. After consulting with their counsel, each Settlement Class Member knowingly, willingly, and expressly: (a) assumes any and all risks associated with entering into this Settlement Agreement and providing the Releases, waivers, Covenants Not to Sue, and other protections set forth in this Settlement Agreement; (b) waives all rights relating to the Released Claims, even if (i) any or all of the Parties do not know or suspect that any such Released Claims exist, whether through oversight, error, lack of knowledge, or any other reason, (ii) any such Released Claims are discovered, manifested, or accrue after the Execution Date, or (iii) the Party's or Parties' knowledge or lack of knowledge regarding any such Released Claims would have affected in any way whatsoever such Party or Parties' decision to enter into this Settlement Agreement; and (c) waives all rights relating to the NSP Released Claims, even if (i) any or all of the Parties do not know or suspect that any such NSP Released Claims exist, whether through oversight, error, lack of knowledge, or any other reason, (ii) any such NSP Released Claims are discovered, manifested, or accrue after the Execution Date, or (iii) the Party's or Parties' knowledge or lack of knowledge regarding any such NSP Released Claims would have affected in any way whatsoever such Party or Parties' decision to enter into this Settlement Agreement.

7.7.1 The Parties have specifically discussed, negotiated, prepared, and agreed to the terms of this Article 7 with the unequivocal intention that it be interpreted and enforced so as to provide the broadest and most stringent protection for the Released Parties that is permitted by law.

7.8 The Settling Parties' Release of Each Other

7.8.1 The 87 Park Association, on behalf of itself and its insurers, hereby releases, acquits, and discharges the other Released Parties from all claims, actions, demands, judgments, liabilities, proceedings, lawsuits, damages, losses, costs, and expenses, including attorneys' fees, arising out of, concerning, or relating to, the CTS Collapse, the Litigation, any Related Action, the Universal Action, or the Settlement, including any claims seeking recoupment or reimbursement, whether by subrogation, indemnification, contribution, or otherwise, of the 87 Park Association's Settlement Payment, and any attorneys' fees, costs, or other litigation expenses (including experts' costs) that the 87 Park Association has incurred or will incur in the Litigation, any Related Action, the Universal Action, or in the negotiation, preparation, or performance of this Settlement Agreement; *provided, however*, the 87 Park Association does not release, acquit, or discharge the other Released Parties from any claim for damages that are not caused by, and are independent of, the CTS Collapse, or the allegations in the Litigation, any Related Action, or the Universal Action, including, but not limited to, any damages that are caused by construction and/or design defects and are independent of the CTS Collapse. For the sake of clarity, the 87 Park Association does release, acquit, and discharge the other Released Parties from all claims for damage to 87 Park caused by the CTS Collapse, or any economic losses or damages caused by the CTS Collapse.

7.8.2 Each Settling Party, other than the 87 Park Association, on behalf of such Settling Party and its respective insurers, hereby releases, acquits, and discharges the 87 Park Association Releasees from all claims, actions, demands, judgments, liabilities, proceedings, lawsuits, damages, losses, costs, and expenses, including attorneys' fees, arising out of, concerning, or relating, to the CTS Collapse, the Litigation, any Related Action, the Universal Action, or the Settlement, including any claims seeking recoupment or reimbursement, whether by subrogation, indemnification, contribution, or otherwise, of such Settling Party's respective Settlement Payment(s) and any attorneys' fees, costs, or other litigation expenses (including experts' costs) that such Settling Party has incurred or will incur in the Litigation, any Related Action, the Universal Action, or in the negotiation, preparation, or performance of this Settlement Agreement.

7.8.3 Each Settling Party, other than the 87 Park Association, on behalf of such Settling Party and its respective insurers, hereby releases, acquits, and discharges the other Released Parties (excluding such Settling Party and such Settling Party's respective insurers), other than the 87 Park Association Releasees, from all claims seeking recoupment or reimbursement, whether by subrogation, indemnification, contribution, or otherwise, of such Settling Party's respective Settlement Payment(s) and any attorneys' fees, costs, or other litigation expenses (including experts' costs) that such Settling Party has incurred or will incur in the Litigation, any Related Action, the Universal Action, or in the negotiation, preparation, or performance of this Settlement Agreement.

7.8.4 Except as otherwise provided in this Settlement Agreement or any separate agreement between a Settling Party and its respective insurers, it is expressly understood and agreed that this Settlement Agreement does not alter or amend the rights and obligations, if any, of a Settling Party and such Settling Party's respective insurers to each other under any policy of insurance. This Settlement Agreement does not apply to, release, or otherwise discharge claims

by insurers against their reinsurers or their retrocessionnaires; all such claims are expressly preserved. Nothing herein shall prevent any Released Party from asserting *Fabre* affirmative defenses, or from making “empty chair” arguments against other Released Parties.

7.9 The Settling Parties’ Release of the Settlement Class, the Receiver, and the CTSCA. Except as provided herein, in consideration of the benefits described and the agreement and covenants contained in this Settlement Agreement, each Settling Party, on behalf of itself and its respective insurers, hereby releases, acquits, and forever discharges the Class Representatives, all Settlement Class Members, the CTSCA, the Receiver, and each of them, from any and all claims, counterclaims, crossclaims, actions, lawsuits, rights or causes of action, liabilities, suits, demands, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses (including, without limitation, attorneys’ fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, agreements, obligations, promises, claims for subrogation, indemnification, contribution, or otherwise, in law or in equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, in any forum, that the Settling Parties, and each of them, had, has, or may have from the beginning of time through the Execution Date arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the CTS Collapse, Champlain Towers South, 87 Park, or the allegations, transactions, facts, matters, occurrences, representations or omissions involved, set forth, referred to or relating to the Class Action Complaint; *provided, however*, the Settling Parties and their respective insurers do not release the Class Representatives, the Settlement Class Members, the CTSCA, or the Receiver from any of their respective obligations under this Settlement Agreement or from any claim, action, lawsuit, right or cause of action, liability, suit, damage, loss, harm, or injury that arises, accrues or occurs after the Effective Date.

7.10 Scope of Releases

7.10.1 Each Party acknowledges and expressly waives and relinquishes all rights and benefits, if any, which it, he, or she has or may have under Section 1542 of the Civil Code of the State of California (and similar statutes) which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

7.10.2 The Parties acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code and all similar provisions of the statutory or common law of any other state, territory, or other jurisdiction was separately bargained for and that the Parties would not have entered into this Settlement Agreement unless it included a broad release of unknown claims relating to the matters released herein.

7.10.3 The Releasors intend to be legally bound by the Releases.

7.10.4 Nothing in the Releases will preclude any action to enforce the terms of this Settlement Agreement in the Court.

7.10.5 Nothing herein satisfies or releases CRM's lien recorded in Miami-Dade County Official Records Book 32714, at Page 1733, or in any way diminishes the CTSCA's rights or defenses regarding CRM's lien or payment in connection therewith.

7.10.6 The Parties represent and warrant that no promise or inducement has been offered or made for the Releases contained in this Article except as set forth in this Settlement Agreement and that the Releases are executed without reliance on any statements or any representations not contained in this Settlement Agreement.

7.11 Insurance Coverage. Notwithstanding anything herein to the contrary, this Settlement Agreement is not intended to and does not release any Governmental Payor or Medicare Part C or Part D Program sponsor from its or their obligation to provide any health insurance coverage, major medical insurance coverage, or disability insurance coverage to a Settlement Class Member, or from any claims, demands, rights, or causes of action of any kind that a Settlement Class Member has or hereafter may have with respect to such individuals or entities.

7.12 Effectiveness. The Releases, Covenants Not to Sue and other provisions herein shall be effective and binding on the Parties upon the Effective Date and shall not be limited, precluded, or impacted in any way by any dispute that exists, has existed, or may later exist between or among any of the Parties or between and among any Party, on the one hand, and any Released Party, on the other. Nor shall such Releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.

7.13 Releases from Non-Settling Parties. In the event the Settlement Class Members and the CTSCA, on the one hand, and any Non-Settling Party, on the other hand, resolve or settle the Litigation, any Related Action, or any other litigation arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the CTS Collapse, as between a Non-Settling Party, on the one hand, and the Settlement Class Members and the CTSCA, on the other hand, then the PSC and Class Counsel shall cause such Non-Settling Party and its insurers to execute a General Release in substantially the form attached hereto as **Exhibit C**.

ARTICLE 8

PRELIMINARY APPROVAL AND CLASS CERTIFICATION

8.1 Motion for Preliminary Approval of the Settlement. No later than five (5) days after the Execution Date, Class Counsel shall (a) move for preliminary approval of the Settlement Agreement and conditional certification of the Settlement Class (the "Motion for Preliminary Approval of the Settlement"), and (b) file the Settlement Agreement as an exhibit to the Motion for Preliminary Approval of the Settlement. Simultaneously, the Class Representatives will move for class certification pursuant to Fla. R. Civ. P. 1.220(b)(3) for purposes of the Settlement.

8.1.1 The Parties agree to take all actions reasonably necessary to obtain the Preliminary Approval Order from the Court.

8.1.2 The Parties recognize that there may be further pleadings, discovery responses, documents, testimony, or other matters or materials owed by the Parties to each other in the Litigation pursuant to existing pleading requirements, discovery requests, pretrial rules, procedures, orders, decisions, or otherwise. As of the Execution Date, each Party expressly waives any right to receive, inspect, or hear such pleadings, discovery, testimony, or other matters or materials during the pendency of the settlement proceedings contemplated by this Settlement Agreement and subject to further order of the Court.

8.1.3 The Parties agree that any certification of the Settlement Class will be for settlement purposes only. The Parties do not waive or concede any position or arguments they have for or against certification of any class for any other purpose in any action or proceeding. Any class certification order entered in connection with this Settlement Agreement will not constitute an admission by any Settling Party, or finding or evidence, that the Class Representatives' claims, or the claims of any other Settlement Class Member, or the claims of the Settlement Class, are appropriate for class treatment if the claims were contested in this or any other federal, state, arbitral, or foreign forum.

8.2 Motion to Stay. No later than five (5) days after the Execution Date, the Parties will move jointly for an order staying the Litigation, except the stay of proceedings shall not prevent the filing of any motions, declarations, and other matters necessary to the approval of this Settlement Agreement. No later than five (5) days after the Execution Date, the Parties will move jointly for an order staying all Related Actions pending in the Court as against the Released Parties, and the Universal Action as against the Released Parties, and enjoin all Settlement Class Members, unless and until the Effective Date or until the Settlement Agreement is otherwise terminated, from filing, commencing, prosecuting, intervening in, participating in and/or maintaining, as plaintiffs, claimants, or class members, any other lawsuit, including a Related Action and the Universal Action as against the Released Parties, or any administrative, regulatory, arbitration, or other proceeding in any jurisdiction (whether state, federal or otherwise), against any Released Party based on, relating to, or arising out of the claims and causes of action, or the facts and circumstances at issue, in the Litigation (including the Class Action Complaint), the Related Actions, the Universal Action and/or the Released Claims.

8.2.1 The Settling Parties agree and stipulate that a stay in any other current or future parallel proceedings described in this Section 8.2 will conserve the Parties' and courts' resources, minimize interference with the Court's ability to rule on the proposed Settlement, avoid the risk of conflicting results, and preserve the Settlement for a short period of time while Settlement Class Members receive notice and evaluate their options. The Parties agree and stipulate that the Settlement provides substantial benefits to the Settlement Class and that maintaining the status quo protects the integrity of the Settlement while the Court evaluates whether it is fair, reasonable, and adequate. A standstill of litigation will be efficient, promotes the public policy favoring settlement, and aids resolution of claims on a nationwide basis, which is in the public interest.

8.3 Joint Stipulations. The Motion for Preliminary Approval of the Settlement shall provide that (a) the Class is being certified for settlement purposes only pursuant to the Settlement, (b) the Settling Parties reserve the right to object to class certification *de novo* in the event this Settlement is terminated for any reason, and (c) this Settlement shall have no evidentiary or

precedential effect with regard to certification of a litigation class that may arise if this matter is not fully and completely resolved through this settlement effort, or otherwise and may not be cited in any class certification proceeding contested by the Settling Parties in either federal or state court.

8.4 Court Approval. This Settlement Agreement is subject to approval of the Court. The Parties shall be bound by the terms of this Settlement Agreement, and it shall not be rescinded or modified except in accordance with its terms. The Parties shall recommend the entry of the Preliminary Approval Order and the Final Order and Judgment, and shall undertake reasonable best efforts, including all efforts and steps contemplated by and consistent with this Settlement Agreement, to effectuate and carry out the terms of this Settlement Agreement. No Party shall take any action that directly or indirectly interferes with the effort to obtain entry of the Preliminary Approval Order or Final Order and Judgment, except as specifically provided otherwise in this Settlement Agreement.

ARTICLE 9

NOTICE TO SETTLEMENT CLASS MEMBERS

9.1 Type of Notice Required. Upon entry of the Preliminary Approval Order preliminarily certifying the Settlement Class, the Settlement Administrator will disseminate the Settlement Class Notice approved by the Court as follows:

9.1.1 by first-class mail to the last known address of the following persons and entities: (a) all plaintiffs in the Litigation and all known WDC Representatives, including those disclosed to the Settling Parties under Article 3 of this Settlement Agreement; (b) all plaintiffs in all pending Related Actions; (c) all persons or entities who, as of the Execution Date, have asserted any claims against any Settling Party arising from, or otherwise related to, the CTS Collapse; and (d) counsel for all of the foregoing;

9.1.2 by email from the Receiver to the last known email address for each WDC Representative;

9.1.3 by email from the Receiver to all those CTS Collapse victims on the list the Receiver maintains and uses for regular communication with such victims;

9.1.4 by posting a copy of the Settlement Class Notice to the Court's docket as part of this Settlement Agreement;

9.1.5 publication on the Receiver's website (<https://ctsreceivership.com>);

9.1.6 publication on all websites created by or on behalf of the PSC and relating to the CTS Collapse;

9.1.7 publication in the Miami Herald for three (3) consecutive days; and

9.1.8 as the Court may direct.

9.2 Opt Outs

9.2.1 The Settlement Class Notice will provide instructions regarding the procedures that must be followed to Opt Out of the Settlement Class pursuant to Fla. R. Civ. P. 1.220(d)(2). Class Counsel shall provide copies of all requests to Opt Out to the Settling Parties within twenty-four (24) hours after receipt of each such request. Valid requests to Opt Out from the Settlement Class will become effective on the Final Approval Date. If a question is raised about the authenticity of a request to Opt Out, the Settlement Administrator, Class Counsel, or any Settling Party will have the right to demand additional proof of the individual's identity and intent. Anyone who has submitted a valid request to Opt Out may not file an objection.

9.2.2 All Settlement Class Members who do not timely and properly Opt Out from the Settlement Class will in all respects be bound by all terms of this Settlement Agreement and the Final Order and Judgment upon the Effective Date, will be entitled to all procedural opportunities and protections described in this Settlement Agreement and provided by the Court, and to all compensation and benefits for which they qualify under its terms, and will be barred permanently and forever from commencing, filing, initiating, prosecuting, asserting, and/or maintaining any and all Released Claims against any Released Parties in any court of law or equity, arbitration tribunal, or administrative or other forum.

9.2.3 Settlement Class Members shall have fourteen (14) days following the date of the Settlement Class Notice to Opt Out of the Settlement. The Settling Parties and Class Counsel will certify to the Court the date that Settlement Class Notice is issued.

9.2.4 The Parties agree that, to Opt Out validly from the Settlement Class, a Settlement Class Member must submit a written request, via electronic mail and United States mail, to Opt Out stating "I am a member of the Settlement Class and I wish to exclude myself from the Settlement Class in *In Re: Champlain Towers South Collapse Litigation*, Case No. 2021-15089 CA 01" to the Claims Administrators on or before the fourteen (14) day deadline set forth herein. That written request also will contain the Settlement Class Member's printed name, address, telephone number, and date of birth and enclose a copy of his or her driver's license or other government issued identification. A written request to Opt Out may not be signed using any form of electronic signature but must contain the dated Personal Signature of the Settlement Class Member seeking to exclude himself, herself, or itself from the Settlement Class. Attorneys for Settlement Class Members may submit a written request to Opt Out on behalf of a Settlement Class Member, but such request must contain the Personal Signature of the Settlement Class Member.

9.2.5 Prior to the Final Approval Date, any Settlement Class Member, including a Representative Claimant or Derivative Claimant, may seek to revoke his, her, its, or their Opt Out from the Settlement Class by submitting a written request to Class Counsel and the Settling Parties stating "I wish to revoke my request to be excluded from the Settlement Class" and also containing the Settlement Class Member's printed name, address, telephone number, and date of birth and enclose a copy of his or her driver's license or other government issued identification. The written request to revoke an Opt Out must contain the Personal Signature of the Settlement Class Member seeking to revoke his, her, or its Opt Out.

9.2.6 The Fairness Hearing shall not occur any earlier than seven (7) days after the deadline to Opt Out.

9.3 Objections

9.3.1 Provided a Settlement Class Member has not submitted a written request to Opt Out, the Settlement Class Member may present written objections, if any, explaining why he or she believes the Settlement should not be approved by the Court as fair, reasonable, and adequate. No later than such date as is ordered by the Court, a Settlement Class Member who wishes to object to any aspect of the Settlement must file with the Court, or as the Court otherwise may direct, a written statement of the objection(s). The written statement of objection(s) must include a detailed statement of the Settlement Class Member's objection(s), as well as the specific reasons, if any, for each such objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court's attention. That written statement also will contain the Settlement Class Member's printed name, address, telephone number, and date of birth, written evidence establishing that the objector is a Settlement Class Member, and any other supporting papers, materials, or briefs the Settlement Class Member wishes the Court to consider when reviewing the objection. A written objection may not be signed using any form of electronic signature and must contain the dated Personal Signature of the Settlement Class Member making the objection.

9.3.2 A Settlement Class Member may object on his, her, its, or their behalf, or through an attorney hired by that Settlement Class Member, provided the Settlement Class Member has not submitted a written request to Opt Out. Attorneys asserting objections on behalf of Settlement Class Members must: (a) file a notice of appearance with the Court by the date set forth in the Preliminary Approval Order, or as the Court otherwise may direct; (b) file a sworn declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or a copy of the contract (to be filed in camera) between that attorney and each such Settlement Class Member; and (c) comply with the procedures described in this Section.

9.3.3 A Settlement Class Member (or counsel individually representing him or her, if any) seeking to make an appearance at the Fairness Hearing must file with the Court, by the date set forth in the Preliminary Approval Order, or as the Court otherwise may direct, a written notice of his or her intention to appear at the Fairness Hearing, in accordance with the requirements set forth in the Preliminary Approval Order.

9.3.4 Any Settlement Class Member who fails to comply with the provisions of this Article waives and forfeits, and shall be deemed to have waived and forfeited, any and all rights that he, she, it, or they may have to object to the Settlement and will be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. A Settlement Class Member who does not timely submit a notice of intent to appear at the Fairness Hearing in accordance with all of the requirements of this Section shall not be allowed to appear at the Fairness Hearing (whether individually or through separate counsel).

ARTICLE 10
FINAL ORDER AND JUDGMENT

10.1 Final Order and Judgment. Class Counsel shall seek a Final Order and Judgment from the Court, substantially in the form of **Exhibit B**, approval and entry of which shall be a condition of this Settlement Agreement, that:

- 10.1.1 approves the Settlement in its entirety as fair, reasonable, and adequate;
- 10.1.2 confirms the certification of the Settlement Class for settlement purposes only;
- 10.1.3 confirms the appointments of the Class Representatives;
- 10.1.4 confirms the appointments of Class Counsel;
- 10.1.5 finds that the Settlement Class Notice satisfied the requirements set forth in Fla. R. Civ. P. 1.220(d)(2) and Florida law;
- 10.1.6 permanently bars, enjoins and restrains the Class Releasors (and each of them) from commencing, filing, initiating, prosecuting, asserting, and/or maintaining any and all Released Claims against any Released Party;
- 10.1.7 permanently bars, enjoins and restrains the CTSCA Releasors (and each of them) from commencing, filing, initiating, prosecuting, asserting, and/or maintaining any and all CTSCA Claims against any Released Party;
- 10.1.8 dismisses with prejudice all claims asserted, or that could have been asserted, by the Settlement Class Members against the Settling Parties in the Litigation, without attorneys' fees or costs to any Party, except that the PSC's and Class Counsel's petition for an award of attorneys' fees and reasonable costs, as set forth in Article 13, will be made at an appropriate time to be determined by the Court; it being understood that any award of attorneys' fees and reasonable costs to the PSC and Class Counsel, or other counsel for a Settlement Class Member, shall be paid exclusively from the Settlement Fund;
- 10.1.9 dismisses with prejudice all NSP Released Claims asserted, or that could have been asserted, by any Releasor against any Non-Settling Party in the Litigation;
- 10.1.10 permanently bars and enjoins any Releasor (and each of them) from commencing, filing, initiating, prosecuting, asserting, and/or maintaining any and all NSP Released Claims against any Non-Settling Party;
- 10.1.11 dismisses with prejudice and without attorneys' fees or costs to any party, all claims asserted, or that could have been asserted, by the CTSCA against the Settling Parties in the Litigation;
- 10.1.12 dismisses with prejudice and without attorneys' fees or costs to any party, Stantec's crossclaim against Morabito filed in the Litigation;

10.1.13 dismisses without prejudice and without attorneys' fees or costs to any party, Stantec's crossclaims against DeSimone, JMAF, Florida Civil, and Geosonics filed in the Litigation;

10.1.14 dismisses without prejudice and without attorneys' fees or costs to any party, Stantec's third-party complaint against West 8 Urban Design & Landscape Architecture, P.C. filed in the Litigation;

10.1.15 dismisses with prejudice and without attorneys' fees or costs to any party, all Related Actions pending in the Court as against any Released Party;

10.1.16 orders all Releasors with any Related Actions pending in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, other than the Court, to promptly dismiss with prejudice, and without attorneys' fees or costs, all such Related Actions as against any Released Party;

10.1.17 confirms the appointment of the Settlement Administrator and confirms that the Court retains continuing jurisdiction over the Claims Administrators and Settlement Administrator;

10.1.18 permanently bars, enjoins, and restrains any person or entity from asserting against any Released Party any claim of any kind, including for indemnification, contribution, or subrogation, that arises out of, concerns, is in any way connected with, or in any way relates, directly or indirectly, to the CTS Collapse, the Litigation, any Related Action, the Universal Action, or the Settlement;

10.1.19 confirms that the Court retains continuing jurisdiction over the "qualified settlement funds," as defined under §1.468B-1 of the Treasury Regulations promulgated under Sections 461(h) and 468B of the Internal Revenue Code of 1986, as amended, created under the Settlement Agreement; and

10.1.20 expressly incorporates the terms of this Settlement Agreement and provides that the Court retains continuing and exclusive jurisdiction over the Parties, the Settlement Class Members and this Settlement Agreement, to interpret, implement, administer and enforce the Settlement Agreement in accordance with its terms.

ARTICLE 11

BAR ORDER AND JUDGMENT REDUCTION

11.1 Entry of Bar Order. As a condition to the Settlement, the Court must enter (i) a bar order and permanent injunction as part of the Final Order and Judgment, in the form of **Exhibit B**, as set forth in Article 10, and (ii) the Receivership Bar Order, in the form of **Exhibit N**. The Settling Parties' release of the CTSCA and the Receiver as set forth in Section 7.9 and the payment of certain of the Settlement Funds to creditors of the receivership estate of the CTSCA through the Claims Administration Process constitutes good and sufficient consideration for the Receiver seeking and obtaining the Receivership Bar Order. The Parties hereby acknowledge that the bar order and permanent injunction and Receivership Bar Order contemplated by this Settlement Agreement are essential and integral to the Settlement, and that the Court's entry of the bar order

and permanent injunction and Receivership Bar Order required herein are material inducements to the Settling Parties' entry into this Settlement Agreement and participation in this Settlement. The Parties agree that the Settlement contemplated herein is contingent upon the Court's entry of the bar order and permanent injunction and Receivership Bar Order contemplated by this Section.

11.2 Judgment Reduction. With respect to any continued litigation by the Settlement Class Members, the CTSCA, and the Receiver, the Settlement Class Members, the CTSCA, and the Receiver further agree that if a verdict in any of their favors results in a verdict or judgment that gives rise to any claim against, or creates liability on the part of, any Released Party, whether for contribution, subrogation, indemnity, or any other legal or equitable theory, then the Settlement Class Members, the CTSCA, and the Receiver will not enforce their respective right to collect this verdict or judgment to the extent that such enforcement gives rise to any claim against, or creates liability on the part of, any Released Party, whether for contribution, subrogation, indemnity, or any other legal or equitable theory, or otherwise creates actual or potential liability for any Released Party. In such event, the Class Releasors agree that they will reduce their claim or agree to a judgment reduction or satisfy the verdict or judgment to the extent necessary to eliminate the claim or actual or potential liability against the Released Party.

ARTICLE 12

TERMINATION OF THE SETTLEMENT

12.1 Termination Rights of Settling Parties. In addition to any other right to terminate under this Settlement Agreement or the Confidential Termination Agreement, each Settling Party may, at its sole and exclusive discretion and option, withdraw from the Settlement and terminate and cancel its obligations under this Settlement Agreement upon any of the following events:

12.1.1 the Court declines to enter a Preliminary Approval Order or the Preliminary Approval Order entered by the Court is inconsistent with the Settlement or the terms of the Settlement Agreement;

12.1.2 the Court declines to enter the Escrow Order or the Escrow Order entered by the Court is inconsistent with the terms of the Settlement Agreement;

12.1.3 the Fairness Hearing is not held by the Court;

12.1.4 the proposed Final Order and Judgment is not entered by the Court, or is reversed or vacated, in whole or in part, by a higher court, or the Final Order and Judgment entered by the Court is inconsistent with the Settlement or the terms of this Settlement Agreement;

12.1.5 the Settlement Class is decertified by the Court or any appellate court;

12.1.6 any Settling Party withdraws from the Settlement or terminates and cancels its respective obligations set forth in this Settlement Agreement;

12.1.7 the Court declines to dismiss with prejudice all NSP Released Claims asserted, or that could have been asserted, by any Releasor against any Non-Settling Party in the Litigation;

12.1.8 the Court declines to dismiss with prejudice all claims asserted, or that could have been asserted, by the Settlement Class Members against the Settling Parties in the Litigation;

12.1.9 the Court declines to dismiss with prejudice all claims asserted, or that could have been asserted, by the CTSCA against the Settling Parties in the Litigation;

12.1.10 the Court declines to dismiss with prejudice all claims in the Related Actions pending in the Court against the Released Parties;

12.1.11 the proposed Receivership Bar Order is not entered by the Court, or is reversed or vacated, in whole or in part, by a higher court, or the Receivership Bar Order entered by the Court is inconsistent with the Settlement or the terms of this Settlement Agreement;

12.1.12 the PSC fails to deliver to counsel for each Settling Party executed WDC Representative Releases from each and every WDC Representative that is not a Non-Participating WDC as set forth in this Settlement Agreement;

12.1.13 the Settlement Class Notice is inconsistent with this Settlement Agreement or with any order of the Court concerning the Settlement Class Notice;

12.1.14 the PSC or Class Counsel, acting on behalf of the Settlement Class, materially breach the Settlement Agreement and such breach frustrates the purposes of this Settlement Agreement;

12.1.15 the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Settlement Agreement that any Settling Party reasonably believes is material to such Settling Party, including the Releases or the definition of the Settlement Class;

12.1.16 the Court, or any appellate court(s), does not enter or completely affirm, or alters or expands, any portion of the proposed Preliminary Approval Order or the proposed Final Order and Judgment that any Settling Party reasonably believes is material to such Settling Party;

12.1.17 this Settlement Agreement is changed in any way that any Settling Party reasonably believes is material to such Settling Party, including any change that would limit, restrict, or reduce any right of any Settling Party under (a) this Article, or (b) the Confidential Termination Agreement. The terms of Article 9 and this Article 12 are material, and any change to them shall be a basis to terminate this Settlement Agreement;

12.1.18 the Confidential Termination Agreement is changed in any way whatsoever;

12.1.19 the Confidential Termination Agreement is not executed by all Parties, other than the Town of Surfside, or is not approved by the Court without modification; or

12.1.20 the Allocation Agreement or any provision therein becomes void, invalidated, or ineffective, or otherwise fails, for any reason, including for failure by the Receiver

to consummate the sale of the CTS Site described in paragraph 2.a of the decretal portion of the Court's Final Bar Order dated April 6, 2022.

12.2 Return of Settlement Payments Upon Termination. If this Settlement Agreement is terminated after any Settlement Payments have been deposited into the Escrow Account or paid into the Settlement Fund, then the Settlement Administrator shall return such Settlement Payments to the entities who issued the Settlement Payments no later than thirty (30) days after termination of this Settlement Agreement. If a Settling Party withdraws from the Settlement and cancels its obligations under this Settlement Agreement after such Settling Party has deposited its Settlement Payment into the Escrow Account or paid its Settlement Payment into the Settlement Fund, then the Settlement Administrator shall return such Settlement Payment to the entity who issued the Settlement Payment no later than thirty (30) days after the Settling Party withdrew from the Settlement and cancelled its obligations under the Settlement Agreement. Any Settling Party that withdraws from the Settlement and terminates and cancels its obligations under this Settlement Agreement forfeits any and all rights to which such Settling Party would have been entitled pursuant to this Settlement Agreement had such Settling Party not withdrawn from the Settlement and terminated and cancelled its obligations under this Settlement Agreement. The provisions of this Section 12.2 shall survive the termination or cancellation of this Settlement Agreement.

12.3 No Termination Rights for the PSC, the CTSCA, the Receiver, the Class Representatives, or any Settlement Class Member. Neither the Receiver, the PSC, the CTSCA, Class Counsel, the Class Representatives, nor any Settlement Class Member shall have any right to terminate or rescind this Settlement Agreement under any circumstances, and they each waive any such rights of termination and/or rescission as a remedy for any breach of this Settlement Agreement. Only the Settling Parties shall have rights to terminate and/or rescind this Settlement Agreement as provided herein.

12.4 Payment Default by a Settling Party. A Settling Party shall be in material default of this Settlement Agreement if it fails to satisfy its respective Settlement Payment obligation set forth in this Settlement Agreement and such Settling Party fails to cure such default as to its respective Settlement Payment obligation within fifteen (15) days after receipt of written notice of such default from Class Counsel and the Settlement Administrator. Interest shall accrue at the maximum amount allowed by law on any Settlement Payment not made when due pursuant to this Settlement Agreement.

12.5 Post-Termination Obligations

12.5.1 In the event this Settlement Agreement is terminated or becomes null and void, this Settlement Agreement will not be offered into evidence or used in this or in any other action in the Court, or in any other federal court, state court, arbitration, regulatory agency, or other tribunal or forum for any purpose, including, but not limited to, the existence, certification, or maintenance of any purported class. In addition, in such event, this Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection with this Settlement Agreement will be without prejudice to all Parties and their insurers and will not be admissible into evidence and will not be deemed or construed to be an admission or concession by any of the Parties or their insurers of any fact, matter, or proposition of law and will not be used

in any manner for any purpose, and all Parties and their insurers will stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court.

12.5.2 In the event this Settlement Agreement is terminated or becomes null and void, the Parties will jointly move the Court to vacate the Preliminary Approval Order.

12.5.3 If this Settlement Agreement is terminated or becomes null and void after the Settlement Class Notice has been issued, the Parties will provide Court-approved notice of termination to the Settlement Class.

ARTICLE 13

ATTORNEYS' FEES

13.1 Petition for Award of Attorneys' Fees and Costs. The Settling Parties recognize that the PSC and Class Counsel may petition the Court for an award of their respective attorneys' fees and reasonable costs incurred in the Litigation, subject to Court approval as provided in the Court's orders.

13.1.1 No Released Party shall have an obligation or responsibility to pay or reimburse any attorneys' fees, expenses, or costs alleged or incurred by any Settlement Class Member, or by their attorneys, experts, advisors, or representatives. The Released Parties shall have no responsibility or liability with respect to any allocation of attorneys' fees and costs among Class Counsel, the PSC, or any other counsel representing any Settlement Class Member. The Released Parties shall have no obligation to pay fees, costs, and any other expenses incurred by any counsel in any Related Action, whether known or unknown to the Released Parties, as well as any objectors, intervenors, or later-appearing counsel.

13.2 Settlement Not Contingent on Award of Attorneys' Fees and Costs. The finality or effectiveness of the Settlement will not be dependent on the Court's approval of, or the allocation and distribution of, any award of attorneys' fees and costs. Any disputes regarding the amount, allocation, or distribution of an award of attorneys' fees and costs will be handled solely by and between the PSC, Class Counsel, and any party disputing the award of attorneys' fees and costs. In the event the Court declines to approve, in whole or in part, the payment of any attorneys' fees and costs that the PSC, Class Counsel, or any other counsel for a Settlement Class Member requests, the remaining provisions of this Settlement Agreement are severable and shall remain in full force and effect. No order of the Court concerning attorneys' fees and costs, or modification or reversal or appeal of any order of the Court concerning attorneys' fees and costs, shall constitute grounds for cancellation or termination of this Settlement Agreement by Class Counsel or the PSC.

ARTICLE 14

ENFORCEABILITY OF SETTLEMENT AGREEMENT AND DISMISSAL OF CLAIMS

14.1 It is a condition of this Settlement Agreement that the Court approve and enter the Preliminary Approval Order and Final Order and Judgment substantially in the form of **Exhibit B**.

14.2 The Parties agree that this Settlement is not final and enforceable until the Effective Date.

14.3 No later than ten (10) days after the Effective Date, the Releasors shall dismiss with prejudice all Released Claims by any and all Releasors against any and all Released Parties pending in the Court, including the Litigation and any Related Action pending in the Court. Additionally, for the consideration provided for herein and by operation of the Final Order and Judgment, any and all Releasors with Related Actions pending in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, other than the Court, shall dismiss with prejudice the Related Actions as to the Released Parties, including any related appeals. The Releasors shall file with the Court all necessary motions and papers to effectuate such dismissals with prejudice.

14.4 From and after the Effective Date, for the consideration provided for herein, the Parties agree that each and every Releasor will be permanently barred and enjoined from commencing, filing, initiating, instituting, prosecuting, and/or maintaining any judicial, arbitral, or regulatory action against any Released Party with respect to any and all Released Claims.

14.5 From and after the Effective Date, for the consideration provided for herein, this Settlement Agreement will be the exclusive remedy for any and all Released Claims by or on behalf of any and all Releasors against any and all Released Parties, and no Releasor will recover, directly or indirectly, any sums from any Released Parties for Released Claims other than those received for the Released Claims under the terms of this Settlement Agreement, if any.

14.6 If any Releasor commences, files, initiates, or institutes any action or proceeding for any Released Claims against any Released Party, or continues to prosecute any pending claims, or challenges the validity of the Releases, in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, such action or other proceeding will be dismissed with prejudice at such Releasor's cost.

ARTICLE 15

COURT TO RETAIN JURISDICTION

15.1 Consent to Jurisdiction of the Court by the PSC, the Receiver, the CTSCA, and the Settlement Class. Notwithstanding any other provision of this Settlement, the Court shall retain (a) continuing jurisdiction over the Litigation, any Related Action pending in the Court, the Universal Action, the Settlement Class, the Settlement Class Members, the Settling Parties, and the Settlement for the purposes of administering, supervising, construing and enforcing the Settlement; and (b) continuing and exclusive jurisdiction over (i) the Settlement Fund and (ii) the distribution of same to Settlement Class Members. Any disputes or controversies arising out of, or related to, the interpretation, implementation, administration, and enforcement of this Settlement Agreement will be made by motion to the Court. In addition, the PSC, the Receiver, the CTSCA, and each Settlement Class Member, hereby submit and consent to the exclusive jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of, or relating to, this Settlement Agreement or the Settlement. Each Settling Party consents to the jurisdiction of the Court solely for the purposes of administering, supervising, construing, and enforcing the Settlement Agreement and Settlement and for no other purpose.

15.2 Consent to Authority of Court by Non-Defendant Settling Parties. To ensure that this Settlement Agreement is deemed effective as to all Non-Defendant Settling Parties, and so

that the dismissal of the Litigation, on the terms set forth herein, shall benefit those parties and be legally binding on all others, the Non-Defendant Settling Parties stipulate, agree, and consent to the authority of the Court for all purposes concerning this Settlement, including approval of this Settlement Agreement, issuance of the Final Order and Judgment, and enforcement of all of the foregoing. The Non-Defendant Settling Parties stipulate and agree that by participating in the Settlement and this Settlement Agreement, the Non-Defendant Settling Parties are subject to the exact same protections as if they had been named as defendants in the Class Action Complaint.

ARTICLE 16

DENIAL OF WRONGDOING; NO ADMISSION OF LIABILITY

16.1 This Settlement Agreement, whether or not the Settlement becomes effective, is for settlement purposes only and is to be construed solely as a reflection of the Parties' desire to facilitate a resolution of the Released Claims, the Related Actions, and the Universal Action as against the Released Parties. Each Settling Party and the CTSCA expressly deny that they have violated any duty to, breached any obligation to, committed any fraud on, or otherwise engaged in any wrongdoing with respect to, the Class Representatives, the Settlement Class, any Settlement Class Member, or any Opt Out, and expressly deny the allegations asserted in the Litigation (including Class Action Complaint), the Related Actions, or the Universal Action, and deny any and all liability related thereto. Neither this Settlement Agreement nor any actions undertaken by the Settling Parties or the Released Parties in the negotiation, execution, or satisfaction of this Settlement Agreement will constitute, or be construed as, an admission of any liability, insurance coverage, or wrongdoing, or a confession of judgment, or a recognition of the validity of any claim made by the Class Representatives, the Settlement Class, any Settlement Class Member, any Opt Out, the CTSCA, or the Receiver in the Litigation, any Related Action, the Universal Action, or any other action or proceeding.

16.2 This Settlement is entered into by each Settling Party solely for the purpose of avoiding the time, expense, and inconvenience of continued litigation. This Settlement Agreement and the Settlement provided for herein, and all related papers and proceedings, are not, and shall not be construed to be, an admission by any Released Party of any validity of any of the claims asserted in the Litigation, any Related Action, or the Universal Action, or of any liability to any Settlement Class Member, the CTSCA, or anyone else, or of any wrongdoing whatsoever. Nor may this Settlement Agreement or the Settlement provided for herein, or any of the related papers or proceedings, be offered or received in evidence in any action or proceeding of any kind as an admission on the part of any Released Party of any validity of any of the claims asserted in the Litigation, any Related Action, or the Universal Action, or of liability to any Settlement Class Member, the CTSCA, or anyone else, or of any wrongdoing by the Released Parties whatsoever.

16.3 Nothing herein shall be construed or interpreted as a concession or admission by any Settling Party or its insurer with respect to any issue in dispute, including, but not limited to, the interpretation of any insurance policy contributing to the Settlement Fund or any other insurance policies, the existence or non-existence of coverage under any insurance policy contributing to the Settlement Fund or any other insurance policies, course of performance or wrongdoing, or with respect to any dispute any of them may have in the future with any person or entity.

16.4 The Parties specifically acknowledge and agree that this Settlement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents shall be considered a compromise within the meaning of Section 90.408, Florida Statutes, Federal Rules of Evidence Rule 408, and any equivalent rule of evidence of any state. The Parties also agree that this Settlement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents entered in furtherance of this Settlement, and any acts in the performance of this Settlement are not intended to be, nor shall they in fact be, admissible, discoverable, or relevant in any case or other proceeding against any Released Party (a) to establish grounds for certification of any class involving any Settlement Class Member, or (b) as evidence of any obligation that any Party hereto has or may have to anyone.

16.4.1 Notwithstanding anything to the contrary herein, the provisions of this Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement, may be offered or received in evidence solely (a) to enforce the terms and provisions hereof or thereof, (b) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (c) in order to establish payment, or an affirmative defense of exhaustion of insurance coverage or *res judicata* in the Litigation, a Related Action, the Universal Action, or a subsequent case, (d) in connection with any motion to enjoin or stay any Related Action or the Universal Action, or (e) to obtain Court approval of the Settlement.

ARTICLE 17

COOPERATION; ROLE OF CLASS COUNSEL

17.1 Cooperation. The Parties will cooperate, assist, and undertake all reasonable actions to accomplish the steps contemplated by this Settlement Agreement and to implement the Settlement on the terms and conditions provided herein.

17.1.1 The Parties agree to take all actions necessary to obtain final approval of the Settlement and entry of the Final Order and Judgment.

17.1.2 The Parties agree to support the final approval and implementation of this Settlement Agreement and defend it against objections, appeal, collateral attack or any efforts to hinder or delay its approval and implementation. The Parties shall not, directly or indirectly, encourage any person to object to the Settlement or assist them in doing so.

17.2 Role of Class Counsel. Class Counsel acknowledge that, under applicable law, their respective duty is to the entire Settlement Class, to act in the best interest of the Settlement Class as a whole, with respect to promoting, supporting, and effectuating, as fair, adequate, and reasonable, the approval, implementation, and administration of the settlement embodied in the Settlement Agreement, and that their professional responsibilities as attorneys are to be viewed in this light, under the ongoing supervision and jurisdiction of the Court that appoints them to represent the interests of the Settlement Class.

ARTICLE 18

REPRESENTATIONS AND WARRANTIES

18.1 Authority. Class Counsel represent and warrant as of the Effective Date that they have authority to enter into this Settlement Agreement on behalf of the Class Representatives.

18.2 Class Representatives. Each Class Representative, through a duly authorized representative, represents and warrants to the Settling Parties, on behalf of each Settlement Class Member, that such Class Representative: (a) has agreed to serve as a representative of the Settlement Class proposed to be certified herein; (b) is willing, able, and ready to perform all of the duties and obligations as a representative of the Settlement Class; (c) is familiar with the pleadings in the Litigation, or has had the contents of such pleadings described to him, her, or them; (d) is familiar with the terms of this Settlement Agreement, including the exhibits attached to this Settlement Agreement, or has received a description of the Settlement Agreement, including the exhibits attached to this Settlement Agreement, from Class Counsel, and has agreed to its terms; (e) has consulted with, and received legal advice from, Class Counsel about the Litigation, this Settlement Agreement (including the advisability of entering into this Settlement Agreement and its Releases and the legal effects of this Settlement Agreement and its Releases), and the obligations of a representative of the Settlement Class; (f) has authorized Class Counsel to execute this Settlement Agreement on his, her, or their behalf; and (g) will remain in and not request exclusion from the Settlement Class and will serve as a representative of the Settlement Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that such Class Representative cannot represent the Settlement Class.

18.3 The Settling Parties. Each Settling Party represents and warrants as of the Effective Date that: (a) such Settling Party has all requisite corporate power and authority to execute, deliver, and perform this Settlement Agreement; (b) the execution, delivery, and performance of this Settlement Agreement by such Settling Party has been duly authorized by all necessary corporate action; (c) this Settlement Agreement has been duly and validly executed and delivered by such Settling Party; (d) this Settlement Agreement constitutes a legal, valid, and binding obligation of such Settling Party; and (e) such Settling Party has consulted with its insurer(s) on which it is relying to make the Settlement Payment(s) on its behalf required by this Settlement Agreement and represents that such insurer(s) have advised such Settling Party that they will make the Settlement Payment(s) required by this Settlement Agreement.

18.4 The PSC and Class Counsel. Class Counsel and each member of the PSC represent and warrant to the Settling Parties as follows:

18.4.1 the Settlement is a fair, equitable and just process for determining eligibility for, and amount of, compensation for any given Settlement Class Member who has asserted a claim arising from, or related to, the CTS Collapse; and

18.4.2 he or she has carefully reviewed the provisions of this Settlement Agreement, has consulted with whomever he or she deemed necessary, and has exercised independent judgment in concluding that the Settlement is in the best interests of his or her clients, and shall recommend the Settlement to his or her clients. If any Settlement Class Member

represented by a PSC member for any reason Opts Out of the Settlement Class, the PSC member who represents that Settlement Class Member shall present to the Court the issue of whether there is a conflict of interest which requires the PSC member to take (or have taken, as the case may be) all necessary steps to disengage and withdraw from the representation of such Settlement Class Member.

18.5 The CTSCA. The CTSCA, on behalf of itself and the members of the CTSCA, jointly and severally, represent and warrant to the Settling Parties as follows:

18.5.1 the CTSCA is a Florida not-for-profit corporation, duly incorporated, validly existing and in good standing under the laws of the State of Florida;

18.5.2 the CTSCA executes and delivers this Settlement Agreement, in all cases on behalf of itself and on behalf of each and every member of the CTSCA, in accordance with its power and authority pursuant to the CTS Declaration and Florida law, including Section 718.111, Florida Statutes;

18.5.3 as of the Execution Date, there are no CTSCA Insurers other than those CTSCA Insurers set forth on the Schedule of CTSCA Insurers attached as **Exhibit A** and those CTSCA Insurers disclosed to the Settling Parties prior to the Execution Date;

18.5.4 the CTSCA has the full power and authority to enter into this Settlement Agreement and to carry out the transactions contemplated hereby, and all proceedings required to be taken by the CTSCA to authorize the execution of this Settlement Agreement have been properly taken;

18.5.5 the person executing this Settlement Agreement on behalf of the CTSCA has the right, power, and authority to do so;

18.5.6 this Settlement Agreement constitutes a valid and binding obligation of the CTSCA;

18.5.7 the CTSCA has not sold, assigned, transferred, conveyed or otherwise disposed of any CTSCA Claims or any other claims (including the Assigned Property Damage Claims), disputes, actions, or matters covered by this Settlement Agreement and will not do so, or attempt to do so, in the future;

18.5.8 the CTSCA has read all of the provisions of this Settlement Agreement in full and understands them and voluntarily agrees to be bound thereby;

18.5.9 the consideration received by the CTSCA for its execution and delivery of this Settlement Agreement is fair, reasonable, sufficient, just and adequate and constitutes lawful consideration supporting the execution and delivery of this Settlement Agreement;

18.5.10 the CTSCA is executing and delivering this Settlement Agreement based solely and exclusively upon an analysis of the facts and/or information of which the CTSCA is independently aware and not based upon or in reliance upon any statements and/or representations

of the other Parties or the Released Parties (except to the extent such statements and/or representations are fully and expressly set forth herein);

18.5.11 the CTSCA further understands and agrees that if the facts pursuant to which this Settlement Agreement is made hereafter prove to be other than or different from the facts now understood and/or believed by the CTSCA to be true, then the CTSCA expressly agrees that it is the CTSCA's express and specific intent to assume and accept this risk and the CTSCA agrees that all of the terms of this Settlement Agreement shall be in all respects effective and shall not be subject to reformation, termination or rescission on account of any such difference in facts; and

18.5.12 this Settlement Agreement is a matter of common interest as provided in Section 718.111, Florida Statutes.

ARTICLE 19

NOTICES

19.1 Unless otherwise specified, any and all notices or other communications required or permitted to be given under any of the provisions of this Settlement Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery, when personally delivered or delivered by nationally recognized overnight courier (*e.g.*, FedEx) addressed to the Parties at the addresses set forth below (or at such other address as any Party may specify by notice to the other Parties), or (b) when sent, if delivered by email to the email addresses designated below (provided that no "error message" or other notification of non-delivery is generated):

If to the Settlement Class or
the PSC:

Kozyak Tropin & Throckmorton LLP
Attention: Harley S. Tropin
2525 Ponce de Leon Blvd.
9th Floor
Coral Gables, FL 33134
hst@kttlaw.com

and

Grossman Roth Yaffa Cohen, P.A.
Attention: Rachel W. Furst
2525 Ponce de Leon Blvd.
Suite 1150
Coral Gables, FL 33134
rwf@grossmanroth.com

If to the CTSCA or the
Receiver:

Akerman LLP
Attention: Michael Goldberg
Attention: Christopher Carver
201 East Las Olas Boulevard
Suite 1800
Fort Lauderdale, FL 33301
Michael.goldberg@akerman.com
christopher.carver@akerman.com

If to the Town of Surfside:

Weiss Serota Helfman Cole + Bierman, P.L.
Attention: Lillian Arango
2800 Ponce de Leon Blvd.
Suite 1200
Coral Gables, FL 33134
larango@wsh-law.com

and

Johnson, Anselmo, Murdoch, Burke, Piper &
Hochman, P.A.
Attention: Bruce Johnson
2455 East Sunrise Blvd.
Suite 1000
Fort Lauderdale, FL 33304
Johnson@jambg.com

If to Securitas:

Bowman and Brooke LLP
Attention: Christine Welstead
Two Alhambra Plaza
Suite 800
Coral Gables, FL 33134
christine.welstead@bowmanandbrooke.com

If to JMAF:

Phelps Dunbar LLP
Attention: Seth M. Schimmel
Attention: Michael S. Hooker
100 South Ashley Drive
Suite 2000
Tampa, FL 33602
seth.schimmel@phelps.com
michael.hooker@phelps.com

If to Becker:	<p>Klein Park & Lowe Attention: Robert Klein Attention: Mark Sullivan 9130 South Dadeland Boulevard Suite 2000 Miami, FL 33156 kleinr@kleinpark.com sullivanm@kleinpark.com</p>
If to Stantec:	<p>Weinberg Wheeler Hudgins Gunn & Dial Attention: Ross D. Ginsberg Attention: Michael A. Hornreich 3344 Peachtree Road Suite 2400 Atlanta, GA 30326 rginsberg@wwhgd.com mhornreich@wwhgd.com</p>
If to DeSimone:	<p>Zetlin & De Chiara LLP Attention: Michael K. De Chiara Attention: Jaimee L. Nardiello 801 Second Avenue New York, NY 10017 mkd@zdlaw.com jnardiello@zdlaw.com</p>
If to NV5:	<p>NV5, Inc. Attention: Richard Tong, Esq. Attention: Ryan Avery, Esq. 200 South Park Road, Suite 350 Hollywood, FL 33021 Richard.Tong@nv5.com Ryan.Avery@nv5.com</p>
with copies to:	<p>Cole, Scott & Kissane, P.A. Attention: Ryan M. Charlson Attention: George R. Truitt Attention: Ryan G. Soohoo Cole Scott & Kissane Building 9150 S. Dadeland Boulevard Miami, FL 33156 ryan.charlson@csklegal.com george.truitt@csklegal.com ryan.soohoo@csklegal.com</p>

If to Morabito: Gunster, Yoakley & Stewart, P.A.
Attention: Aron U. Raskas
600 Brickell Avenue
Suite 3500
Miami, FL 33131
araskas@gunster.com

with a copy to: Gunster, Yoakley & Stewart, P.A.
Attention: David M. Wells
1 Independent Drive
Suite 2300
Jacksonville, FL 33202
dwells@gunster.com

If to B&PD: Hogan Lovells US LLP
Attention: Alvin F. Lindsay
Attention: Sarah Jayne Cohen
600 Brickell Avenue
Suite 2700
Miami, FL 33131
alvin.lindsay@hoganlovells.com
sarah.cohen@hoganlovells.com

If to the 87 Park Association: Falk, Waas, Hernandez, Solomon, Mendlestein & Davis, P.A.
Attention: Edward Hernandez
Attention: Glenn P. Falk
Attention: Jessica M. Hernandez
135 San Lorenzo Avenue
Suite 500
Coral Gables, FL 33146
ehernandez@falkwaas.com
gfalk@falkwaas.com
jhernandez@falkwaas.com

If to 8701 Collins: 8701 Collins Development, LLC
3310 Mary Street
Suite 302
Coconut Grove, FL 33133

with copies to: Greenberg Traurig, P.A.
Attention: Michael J. Thomas
Attention: David B. Weinstein
333 S.E. 2nd Avenue
Suite 4400
Miami, FL 33131
thomasmic@gtlaw.com
weinsteind@gtlaw.com

and

Coffey Burlington, P.L.
Attention: Paul J. Schwiep
Attention: Scott A. Hiaasen
2601 South Bayshore Drive
Penthouse One
Miami, FL 33133
pschwiep@coffeyburlington.com
shiaasen@coffeyburlington.com

If to Florida Civil: Florida Civil, Inc.
4491 NE 6th Terrace
Oakland Park, FL 33334

with a copy to: Ferencik Labinoff Brandt Bustamante and
Goldstein, P.A.
Attention: Ira Libanoff, Esq.
7901 SW 6th Court
Suite 300
Plantation, FL 33324
ilibanoff@flbbwlaw.com

If to Chuck's Backhoe: Chuck's Backhoe Service, Inc.
2301 NW 15 Ct.
Pompano Beach, FL 33069

with a copy to: Hightower, Stratton, Novigrod & Kantor
Attention: Lee A. Kantor
330 Clematis Street
Suite 201
West Palm Beach, FL 33401

If to ASAP Installations: ASAP Installations LLC
3600 Red Road
Suite 406
Miramar, FL 33025

with a copy to: Mcfarlane Ferguson & McMullen
Attention: J. Matthew Marquardt, Esq.
625 Court Street
Suite 200
Clearwater, FL 33756
jmm@macfar.com

If to HVA: H. Vidal & Associates, Inc.
241 NW South River Drive
Miami, FL 33128

with a copy to: Wright, Fulford, Moorhead & Brown
Attention: Curtis L. Brown
505 Maitland Ave.
Suite 1000
Altamonte Springs, FL 32701
cbrown@wfmblaw.com

If to Rhett Roy: Rhett Roy Landscape Architecture LLC
412 North Andrews Avenue
Fort Lauderdale, FL 33301

If to CP&R: Concrete Protection and Restoration, Inc.
2811 Lord Baltimore Dr.
Baltimore, MD 21244

with a copy to: Luks Santaniello, Petrillo Cohen & Peterfriend
Attention: Daniel J. Santaniello
Attention: David L. Rosinsky
110 SE 6th Street, 20th Floor
Fort Lauderdale, FL 33301
djs@insurancedefense.net
drosinsky@insurancedefense.net

If to CP&R LLC: Concrete Protection and Restoration, LLC
601 N. E. 44th St.
Oakland Park, FL 33334

with a copy to: Luks Santaniello, Petrillo Cohen & Peterfriend
Attention: Daniel J. Santaniello
Attention: David L. Rosinsky
110 SE 6th Street, 20th Floor
Fort Lauderdale, FL 33301
djs@insurancedefense.net
drosinsky@insurancedefense.net

If to Batista: Butler Weihmuller Katz Craig LLP
Attention: Kathy J. Maus
3600 Maclay Blvd
Suite 201
Tallahassee, FL 32312

If to Willcott: Willcott Engineering, Inc.
5251 NW 33rd Avenue
Fort Lauderdale, FL 33309

with a copy to: Ritter Chusid, LLP
Attention: Mitchell Katz
5850 Coral Ridge Drive
Suite 201
Coral Springs, FL 33076
mkatz@ritterchusid.com

If to SPI: Sammet Pools, Inc.
7027 West Broward Blvd.
Unit 264
Plantation, FL 33317

and

Sammet Pools, Inc.
Attention: Mr. David J. Valdini
Corporate Counsel
299 NE 7th St.
Boca Raton, FL 33432
dvaldini@gmail.com

If to Vaughn PE: William E. Stacey, Jr., P.A.
P.O. Box 460053
Fort Lauderdale, FL 33346
wes@wespa.us

If to CDPW: CDPW, Inc.
7312 Westport Place
West Palm Beach, FL 33413

with a copy to: Lloyd, Gray, Whitehead & Monroe
Attn: E. Britton Monroe
880 Montclair Road, Suite 100
Birmingham, Alabama, 35213
bmonroe@lgwmlaw.com

If to CRM: Ward Damon PL
Attention: Dane E. Leitner
4420 Beacon Circle
West Palm Beach, FL 33407

and

TorresVictor
Attention: James M. Shaw
1451 W. Cypress Creek Rd
Suite 211
Fort Lauderdale, FL 33309

If to Western Waterproofing
or Western Group: Western Construction Group
1637 N Warson Rd.
St. Louis, MO 63132-1027

with a copy to: Kubicki Draper
Attention: Michael F. Suarez
9100 S. Dadeland Blvd.
Suite 1800
Miami, FL 33156
mfs@kubickidraper.com

If to Geosonics: Resnick & Louis, P.C.
Attention: Thomas Oglesby
Attention: Marcos Guerrero
444 Brickell Avenue
Suite 300
Miami, FL 33131
togglesby@rlattorneys.com
mguerrero@rlattorneys.com

If to OSA: Derrevere Stevens Black & Cozad
Attention: Bryan Black
2005 Vista Parkway
Suite 210
West Palm Beach, FL 33411
bwb@derreverelaw.com

ARTICLE 20

MISCELLANEOUS

20.1 No Assignment of Claims. No Settlement Class Member has assigned, will assign, or will attempt to assign, to any person or entity other than the Settling Parties any Class Claim or any rights or claims relating to the subject matter of the Litigation, any Related Action, or the Universal Action, except for the Assigned Property Damage Claims. Any such assignment, or

attempted assignment, to any person or entity other than the Settling Parties any rights or claims relating to the subject matter of the Litigation, any Related Action, or the Universal Action will be void, invalid, and of no force and effect and the Claims Administrators shall not recognize any such action.

20.2 Integration. This Settlement Agreement and the Confidential Termination Agreement constitute the entire agreement and understanding among the Parties and supersede all prior proposals, negotiations, letters, conversations, agreements, term sheets, and understandings, whether written or oral, relating to the subject matter of this Settlement Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, agreement, arrangement, or understanding, whether written or oral, concerning any part or all of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement or the Confidential Termination Agreement. Prior drafts shall not be used to construe this Settlement Agreement or the Confidential Termination Agreement.

20.3 Headings. The headings used in this Settlement Agreement are intended for the convenience of the reader only and will not affect the meaning or interpretation of this Settlement Agreement in any manner. Any inconsistency between the headings used in this Settlement Agreement and the text of the Articles and Sections of this Settlement Agreement will be resolved in favor of the text.

20.4 Incorporation of Exhibits. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, any inconsistency between this Settlement Agreement and any attachments, exhibits, or appendices hereto will be resolved in favor of this Settlement Agreement.

20.5 Amendment. This Settlement Agreement will not be subject to any change, modification, amendment, or addition without the express written consent of the Parties and approval by the Court.

20.6 Mutual Preparation. The Parties have negotiated all of the terms and conditions of this Settlement Agreement at arm's length. No Party or its counsel shall be considered the sole drafter of this Settlement Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement. This Settlement Agreement will be deemed to have been mutually prepared by the Parties and will not be construed against any of them by reason of authorship.

20.7 Beneficiaries. This Settlement Agreement will be binding upon the Parties and will inure to the benefit of the Settlement Class Members, the Released Parties, and their respective successors and assigns. The Non-Settling Parties and all Released Parties who are not Settling Parties are intended third-party beneficiaries who are entitled to enforce the terms of the Releases, waivers, estoppels, and Covenants Not to Sue set forth in this Settlement Agreement. No provision in this Settlement Agreement is intended to create any third-party beneficiary to this Settlement Agreement other than the Non-Settling Parties and Released Parties who are not Settling Parties. Nothing expressed or implied in this Settlement Agreement is intended to or will be construed to

confer upon or give any person or entity other than the Parties, the Released Parties (who are not Parties), and the Non-Settling Parties any right or remedy under or by reason of this Settlement Agreement.

20.8 Extensions of Time. The Parties may agree in writing, subject to approval of the Court where required, to reasonable extensions of time to implement the provisions of this Settlement Agreement.

20.9 Execution in Counterparts. This Settlement Agreement may be executed in counterparts, and/or by the execution of counterpart signature pages which may be attached to one or more counterparts of this Settlement Agreement, and all so executed shall constitute one Settlement Agreement binding on the Parties hereto, notwithstanding that all of the Parties are not signatories to the original or the same counterpart. In addition, any counterpart signature page may be delivered by electronic mail, and any such electronic mail transmitted signature pages may be attached to one or more counterparts of this Settlement Agreement, and such e-mailed signature(s) shall have the same force and effect, and be as binding, as original signatures executed and delivered in person.

20.10 Good Faith Implementation. The Parties will undertake to implement the terms of this Settlement Agreement in good faith.

20.11 Force Majeure. The Parties will be excused from any failure to timely perform any obligation hereunder to the extent such failure is caused by war, acts of public enemies or terrorists, strikes or other labor disturbances, fires, floods, acts of God, or any other causes beyond the reasonable control of the Parties; *provided, however*, that the deferred obligation shall be performed by a date agreed upon by the Parties after a good-faith meet-and-confer or, failing agreement of the Parties, by a date determined by the Court.

20.12 Waiver. The waiver by any Party of any breach of this Settlement Agreement by another Party will not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

20.13 Tax Consequences. No opinion regarding the tax consequences of this Settlement Agreement to any individual Settlement Class Member is being given or will be given by the Settling Parties, counsel for the Settling Parties, any Class Representative, Class Counsel, the PSC, the CTSCA, or the Receiver, nor is any representation or warranty in this regard made by virtue of this Settlement Agreement. Settlement Class Members and the CTSCA must consult their own tax advisors regarding the tax consequences of the Settlement Agreement, including any payments provided hereunder and any tax reporting obligations they may have with respect thereto. The CTSCA's and each Settlement Class Member's tax obligations, and the determination thereof, are his, her, its, or their, sole responsibility, and it is understood that the tax consequences may vary depending on the particular circumstances of the CTSCA and each individual Settlement Class Member. The Settling Parties, counsel for the Settling Parties, any Class Representative, Class Counsel, the PSC, the CTSCA, and the Receiver will have no liability or responsibility whatsoever for any such tax consequences resulting from payments under this Settlement Agreement. To the extent required by law, the Claims Administrators shall report payments made under the Settlement Agreement to the appropriate authorities.

20.14 Party Burden. Unless explicitly provided otherwise, whenever a showing is required to be made in this Settlement Agreement, the Party seeking the relief shall bear the burden of substantiation.

20.15 Survival. The provisions of this Settlement Agreement shall survive termination of this Settlement Agreement to the extent necessary to effectuate the terms contained herein.

20.16 No Joint Liability. Each Settling Party's obligations in this Settlement Agreement are several and not joint with any obligation of any other Settling Party set forth in this Settlement Agreement. Each Party shall be severally liable for any breach of this Settlement Agreement by such Party and in no event shall any Party be liable for breaches of this Settlement Agreement by any other Party hereto.

20.17 Governing Law. This Settlement Agreement and the Releases herein shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to conflict of laws principles.

20.18 Waiver of Jury Trial. **THE PARTIES HERETO SPECIFICALLY AND KNOWINGLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY CLAIM OR DISPUTE ARISING OUT OF THIS SETTLEMENT AGREEMENT OR THE SETTLEMENT. FURTHER, THE PARTIES SPECIFICALLY AGREE THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO ENTRY INTO THIS SETTLEMENT AGREEMENT.**

20.19 Prevailing Party. The prevailing party in any lawsuit, action, proceeding, or dispute arising out of, relating to, or connected with, the Settlement or this Settlement Agreement, including any lawsuit, action, proceeding, or dispute to enforce the terms of the Settlement or this Settlement Agreement, shall be entitled to recover its reasonable attorneys' fees and costs incurred in such lawsuit, action, proceeding, or dispute.

20.20 Severability. Except as otherwise provided in this Settlement Agreement, if any term or provision of this Settlement Agreement, the Final Order and Judgment, or the Receivership Bar Order is invalid, illegal, or unenforceable, then such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Settlement Agreement, the Final Order and Judgment, or the Receivership Bar Order, or invalidate or render unenforceable such term or provision of the Settlement; *provided, however*, that if any fundamental or material term, provision, or condition of this Settlement Agreement (such as the Releases, the requirement that the Settling Parties receive executed WDC Representative Releases from all WDC Representatives that are not Non-Participating WDCs, as provided herein, the Receivership Bar Order, and the bar order and permanent injunction contemplated by this Settlement Agreement) is declared invalid, illegal, or unenforceable, then the remainder of this Settlement Agreement and the Settlement contemplated herein shall be unenforceable. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Settlement Agreement to effectuate and achieve the original intent of the Parties. Notwithstanding anything to the contrary, if this Settlement Agreement becomes unenforceable or is declared invalid, illegal, or unenforceable, then any executed WDC Representative Release shall nevertheless remain enforceable and independent of this Settlement Agreement, and the invalidity,

unenforceability, or illegality of this Settlement Agreement shall not affect the executed WDC Representative Releases or invalidate or render them unenforceable.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement by their duly authorized representatives on the dates stated below.

THE CTSCA:

Champlain Towers South Condominium Association, Inc., a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____
Date: _____

THE RECEIVER:

By: _____
Name: Michael I. Goldberg
Court-appointed Receiver in *In Re: Champlain Towers South Collapse Litigation*, Case No. 2021-15089 CA 01 for Champlain Towers South Condominium Association, Inc.
Date: _____

THE TOWN OF SURFSIDE:

The Town of Surfside, Florida

By: _____
Name: _____
Title: _____
Date: _____

SECURITAS:

Securitas Security Services USA, Inc., a Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

JMAF:

John Moriarty & Associates of Florida, Inc., a Massachusetts corporation

By: _____
Name: _____
Title: _____
Date: _____

STANTEC:

Stantec Architecture, Inc., a North Carolina corporation

By: _____
Name: _____
Title: _____
Date: _____

[Signature Page to *In Re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement*]

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement by their duly authorized representatives on the dates stated below.

BECKER:

Becker & Poliakoff, P.A., a Florida professional corporation

By: _____
Name: _____
Title: _____
Date: _____

CDPW:

CDPW, Inc., a Florida corporation

By: _____
Name: _____
Title: _____
Date: _____

MORABITO:

Morabito Consultants, Inc., a Maryland corporation

By: _____
Name: _____
Title: _____
Date: _____

DESIMONE:

DeSimone Consulting Engineering, DPC a New York design professional corporation f/k/a **DeSimone Consulting Engineers, LLC**, a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

NV5:

NV5, Inc., a Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

B&PD:

Bizzi & Partners Development LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

[Signature Page to In Re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement]

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement by their duly authorized representatives on the dates stated below.

87 PARK ASSOCIATION:

8701 Collins Avenue Condominium Association, Inc., a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____
Date: _____

TG:

Terra Group, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

FLORIDA CIVIL:

Florida Civil, Inc., a Florida corporation

By: _____
Name: _____
Title: _____
Date: _____

ASAP INSTALLATIONS:

ASAP Installations LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

8701 COLLINS:

8701 Collins Development, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

TWI:

Terra World Investments, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

CHUCK'S BACKHOE:

Chuck's Backhoe Service, Inc., a Florida corporation

By: _____
Name: _____
Title: _____
Date: _____

HVA:

H. Vidal & Associates, Inc., a Florida corporation

By: _____
Name: _____
Title: _____
Date: _____

[Signature Page to In Re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement]

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement by their duly authorized representatives on the dates stated below.

RHETT ROY:

Rhett Roy Landscape Architecture LLC, a
Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

CP&R:

Concrete Protection and Restoration, Inc., a
Maryland corporation

By: _____
Name: _____
Title: _____
Date: _____

CP&R LLC:

Concrete Protection & Restoration, LLC, a
Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

WILLCOTT:

Willcott Engineering, Inc., a Florida
corporation

By: _____
Name: _____
Title: _____
Date: _____

SPI:

Sammet Pools, Inc., a Florida corporation

By: _____
Name: _____
Title: _____
Date: _____

VAUGHN PE:

Scott R. Vaughn, PE, LLC, a Florida limited
liability company

By: _____
Name: _____
Title: _____
Date: _____

WESTERN GROUP:

**Western Holding Group, Inc. a/k/a Western
Group, Inc.**, a Missouri corporation

By: _____
Name: _____
Title: _____
Date: _____

WESTERN WATERPROOFING:

**Western Waterproofing Company of
America**, a Missouri corporation d/b/a
Western Specialty Contractors

By: _____
Name: _____
Title: _____
Date: _____

*[Signature Page to In Re: Champlain Towers South
Collapse Litigation Class Action Settlement Agreement]*

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement by their duly authorized representatives on the dates stated below.

CRM:

Campany Roof Maintenance, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

BATISTA:

R.E.E. CONSULTING, LLC, a Florida limited liability company d/b/a G. Batista & Associates

By: _____
Name: _____
Title: _____
Date: _____

GEOSONICS:

Geosonics, Inc., a Pennsylvania corporation

By: _____
Name: _____
Title: _____
Date: _____

OSA:

O & S Associates, Inc., a New York corporation

By: _____
Name: _____
Title: _____
Date: _____

TANENBAUM:

Tanenbaum Harber of Florida, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

CLASS COUNSEL:

Podhurst Orseck, P.A.

By: _____
Name: _____
Title: _____
Date: _____

The Moskowitz Law Firm, PLLC

By: _____
Name: _____
Title: _____
Date: _____

[Signature Page to In Re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement]

Colson Hicks Eidson

By: _____

Name: _____

Title: _____

Date: _____

*[Signature Page to In Re: Champlain Towers South
Collapse Litigation Class Action Settlement Agreement]*

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement by their duly authorized representatives on the dates stated below.

THE PSC:

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

THE CLASS REPRESENTATIVES:

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

*[Signature Page to In Re: Champlain Towers South
Collapse Litigation Class Action Settlement Agreement]*

EXHIBIT A

SCHEDULE OF CTSCA INSURERS

Fireman's Fund Insurance Company (an Allianz Company) Umbrella Policy No. USL00656920U Policy Period: 8/1/2020 – 8/1/2021	James River Insurance Co. Commercial General Liability Policy No. 00098532-1 Policy Period: 12/28/2020 – 12/28/2021
Philadelphia Indemnity Insurance Company Crime Policy No. PCAC008305-0219 Policy Period: 12/22/2020 – 12/20/2021	Philadelphia Indemnity Insurance Company Directors and Officers Policy No. PCAP018689-0318 Policy Period: 12/28/2020 – 12/28/2021
QBE Excess Umbrella Policy No. HRP2020 Policy Period: 12/28/2020 – 12/28/2021	Great American Insurance Group Property Policy No. MAC E658359 00 00 Policy Period: 12/28/2020 – 12/28/2021

EXHIBIT B
FORM OF FINAL ORDER AND JUDGMENT

[attached]

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

IN RE: CHAMPLAIN TOWERS SOUTH
COLLAPSE LITIGATION,

CLASS REPRESENTATION

CBL DIVISION

CASE NO: 2021-015089-CA-01

[PROPOSED] FINAL ORDER AND JUDGMENT

I. Background

On June 24, 2021, the twelve-story Champlain Towers South Condominium partially collapsed, causing the death of 98 individuals, personal injuries, property damage, and economic loss. After the CTS Collapse, various plaintiffs filed lawsuits against the Champlain Towers South Condominium Association, Inc. (the “CTSCA”) and others. The Court consolidated those lawsuits into this class action (the “Litigation”).

On July 2, 2021, the Court appointed Michael I. Goldberg as the receiver for the CTSCA (the “Receiver”). On July 16, 2021, the Court appointed the Plaintiffs’ Steering Committee (the “PSC”) to represent the putative class members and their class representatives, Raquel Azevedo de Oliveira, as personal representative of the Estates of Alfredo Leone and Lorenzo de Oliveira Leone, Kevin Fang, as personal representative of the Estate of Stacie Fang, Kevin Spiegel, individually and as personal representative of the Estate of Judith Spiegel, Raysa Rodriguez, and Steve Rosenthal (the “Class Representatives”).

II. The Settlement Agreement

On [DATE], the Class Representatives, individually and on behalf of the putative class members, entered into that certain In Re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement (the “Settlement Agreement”), by and through the PSC, with the

following Defendants and non-Defendant settling parties: the Town of Surfside, Florida (the “Town of Surfside”), Securitas Security Services USA, Inc., a Delaware corporation (“Securitas”), John Moriarty & Associates of Florida, Inc., a Massachusetts corporation (“JMAF”), Stantec Architecture Inc., a North Carolina corporation (“Stantec”), Becker & Poliakoff, P.A., a Florida professional corporation (“Becker”), DeSimone Consulting Engineering, DPC, a New York design professional corporation f/k/a DeSimone Consulting Engineers, LLC, a Delaware limited liability company (“DeSimone”), NV5, Inc., a Delaware corporation (“NV5”), Morabito Consultants, Inc., a Maryland corporation (“Morabito”), Bizzi & Partners Development LLC, a Delaware limited liability company (“B&PD”), 8701 Collins Avenue Condominium Association, Inc., a Florida not-for-profit corporation (the “87 Park Association”), 8701 Collins Development, LLC, a Delaware limited liability company (“8701 Collins”), Terra Group, LLC, a Florida limited liability company (“TG”), Terra World Investments, LLC, a Florida limited liability company (“TWI”), Florida Civil, Inc., a Florida corporation (“Florida Civil”), Chuck’s Backhoe Service, Inc., a Florida corporation (“Chuck’s Backhoe”), ASAP Installations LLC, a Florida limited liability company (“ASAP Installations”), H. Vidal & Associates, Inc., a Florida corporation (“HVA”), Rhett Roy Landscape Architecture LLC, a Florida limited liability company (“Rhett Roy”), Concrete Protection and Restoration, Inc., a Maryland corporation (“CP&R”), Concrete Protection and Restoration, LLC, a Florida limited liability company (“CP&R LLC”), Willcott Engineering, Inc., a Florida corporation (“Willcott”), Sammet Pools, Inc., a Florida corporation (“SPI”), Scott R. Vaughn, PE, LLC, a Florida limited liability company (“Vaughn PE”), CDPW, Inc., a Florida corporation (“CDPW”), Campany Roof Maintenance, LLC, a Florida limited liability company (“CRM”), R.E.E. Consulting, LLC, a Florida limited liability company d/b/a G. Batista & Associates (“Batista”), Western Waterproofing Company of America, a Missouri corporation d/b/a

Western Specialty Contractors of America (“Western Waterproofing”), Western Holding Group, Inc. a/k/a Western Group, Inc., a Missouri corporation (“Western Group”), Geosonics, Inc., a Pennsylvania corporation (“Geosonics”), O & S Associates, Inc., a New York corporation (“OSA”), and Tanenbaum Harber of Florida, LLC, a Florida limited liability company (“Tanenbaum”). The Town of Surfside, Securitas, JMAF, Stantec, Becker, Morabito, DeSimone, NV5, B&PD, the 87 Park Association, 8701 Collins, TG, TWI, Florida Civil, Chuck’s Backhoe, ASAP Installations, HVA, Rhett Roy, CP&R, CP&R LLC, Willcott, SPI, Vaughn PE, CDPW, CRM, Batista, Western Waterproofing, Western Group, Geosonics, OSA, and Tanenbaum are each, a “Settling Party” and collectively, the “Settling Parties.”

On [DATE], the Court entered a Preliminary Approval Order that, among other things, (a) preliminarily approved the Settlement Agreement and the settlement contemplated therein (the “Settlement”), and (b) conditionally certified, for the purposes of the Settlement Agreement only, a Settlement Class (as defined below), (c) approved the form and method of notice of the Settlement to the Settlement Class and directed that appropriate notice of the Settlement and the Settlement Agreement be disseminated to the Settlement Class Members, (d) scheduled a Fairness Hearing for final approval of the Settlement Agreement, and (e) stayed this matter, the Universal Action, and all Related Actions pending in the Court, and enjoined proposed Settlement Class Members from pursuing Related Actions.

In its Preliminary Approval Order, pursuant to Fla. R. Civ. P. 1.220(b)(3), the Court defined and certified the Settlement Class as follows:

all (a) Unit Owners, (b) Invitees, (c) Residents, (d) persons who died or sustained any personal injury (including, without limitation, emotional distress) as a result of the CTS Collapse, (e) persons or entities who suffered a loss of or damage to real property or personal property, or suffered other economic loss, as a result of the CTS Collapse, (f) Representative Claimants, and (g) Derivative Claimants.

The Settling Parties worked together with Class Counsel to fashion a Settlement Class Notice that was tailored to the specific claims brought by the Settlement Class Members in the Litigation. The Settlement Class Notice that was approved in the Preliminary Approval Order was then disseminated as follows:

- by first-class mail to the last known address of the following persons and entities: (a) all plaintiffs in the Litigation and all known WDC Representatives; (b) all plaintiffs in all pending Related Actions; (c) all persons or entities who, as of the Execution Date, have asserted any claims against any Settling Party arising from, or otherwise related to, the CTS Collapse; and (d) counsel for all of the foregoing;
- by email from the Receiver to the last known email address for each WDC Representative;
- by email from the Receiver to all those CTS Collapse victims on the list the Receiver maintains and uses for regular communication with such victims;
- by posting a copy of the Settlement Class Notice to the Court's docket as part of this Settlement Agreement;
- publication on the Receiver's website (<https://ctsreceivership.com>);
- publication on all websites created by or on behalf of the PSC and relating to the CTS Collapse;
- publication in the Miami Herald for three (3) consecutive days.

☐ Settlement Class Members have chosen to be excluded from the Settlement Class by timely filing written requests for exclusion ("Opt Outs"). The Opt Outs are listed at the end of this Order in Exhibit ☐.

☐ Settlement Class Members submitted objections to the Settlement Agreement under the process set by the Preliminary Approval Order.

On [DATE], at [TIME], the Court held a hearing to consider whether the Settlement Agreement was fair, reasonable, adequate, and in the best interests of the Settlement Class (the "Fairness Hearing"). At the Fairness Hearing, [NAMES] appeared on behalf of the Class

Representatives and Settlement Class Members. Counsel for each Settling Party also appeared at the Fairness Hearing.

[REFERENCE OBJECTIONS, IF ANY]

The Court heard arguments of Class Counsel, counsel for the Settling Parties, and the persons who appeared at the Fairness Hearing, reviewed all materials submitted, considered all of the files, records, and proceedings in the Litigation, and is otherwise fully advised in the premises. Accordingly, it is ORDERED AND ADJUDGED as follows:

1. Jurisdiction. This Court retains continuing and exclusive jurisdiction over the Litigation, the Parties and their counsel, all Settlement Class Members, the Claims Administrators, the Settlement Administrator, and the Settlement Agreement, including its enforcement, interpretation, and all other matters relating to it. This Court also retains continuing jurisdiction over the Settlement Fund to be created under the Settlement Agreement.

2. Incorporation of Settlement Documents. This Order and Judgment incorporates and makes a part hereof: (a) the Settlement Agreement and exhibits filed with the Court on [DATE], including definitions of the terms used therein; and (b) the Settlement Class Notice filed with the Court on [DATE]. Unless otherwise defined in this Final Order and Judgment, capitalized terms in this Final Order and Judgment have the same meaning as they have in the Settlement Agreement.

3. Confirmation of Settlement Class. The provisions of the Preliminary Approval Order that conditionally certified the Settlement Class are confirmed in all respects as a final class certification order under Florida Rule of Civil Procedure 1.220 for the purposes of implementing the Settlement Agreement. As set forth in the Preliminary Approval Order and for the reasons expressed by the Court at the Fairness Hearing, the Court finds that, for purposes of effectuating

the Settlement Agreement: (a) the Settlement Class Members are so numerous that their separate joinder is impracticable; (b) the claims of the Class Representatives raise questions of law and fact common to the questions of law or fact raised by the claims of the Settlement Class Members; (c) the claims of the Class Representatives are typical of the Settlement Class Members; (d) the Class Representatives and Class Counsel have fairly and adequately represented and protected the interests of all Settlement Class Members; and (e) the questions of law or fact common to the Class Representatives and the Settlement Class Members predominate over any questions affecting only individual Settlement Class Members, and class representation is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Settlement Notice. The Court finds that, pursuant to Florida Rule of Civil Procedure 1.220(d)(2), the Settlement Class Notice: (i) was disseminated in accordance with the Preliminary Approval Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members (a) of the effect of the Settlement Agreement (including the Releases provided for therein), (b) of their right to Opt Out or object to any aspect of the Settlement Agreement, (c) of their right to appear at the Fairness Hearing; (iv) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice of the proposed Settlement Agreement; and (v) satisfied the requirements of Rule 1.220 of the Florida Rules of Civil Procedure, the Florida Constitution (including the Due Process Clause), the United States Constitution (including the Due Process Clause), and other applicable laws and rules.

Further, the Settlement Class Notice and notice period complies with due process given that the Settlement Class is limited and has been extremely involved in the proceedings. *United States v. Alabama*, 271 F. App'x 896, 901 (11th Cir. 2008) (settlement affirmed where notice,

solely by publication and posting on the defendants' websites, was completed only six days prior to opt-out and objection deadline, and holding that "[r]egarding the amount of time the notice was published prior to the deadline for objections and the fairness hearing, the district court did not abuse its discretion in providing for two weeks' notice before objections were due."); *DeJulius v. New England Health Care Emps. Pension Fund*, 429 F.3d 935, 947 (10th Cir. 2005) (affirming settlement notice did not violate due process where it is undisputed that all of the notices were sent out nearly two weeks prior to the settlement hearing); *Miller v. Republic Nat. Life Ins. Co.*, 559 F.2d 426, 430 (5th Cir.1977) (holding a period of "almost four weeks between the mailing of the notices and the settlement hearing" was adequate); *United Founders Life Ins. Co. v. Consumers Nat. Life Ins. Co.*, 447 F.2d 647, 652 (7th Cir.1971) (timing of notice was adequate where it was mailed on May 28 and fairness hearing was held on June 22); *Air Lines Stewards & Stewardesses Ass'n Loc. 550 v. Am. Airlines, Inc.*, 455 F.2d 101, 108 (7th Cir. 1972) (notice where some class members would have had received it only three weeks before the hearing was sufficient); *Grunin v. International House of Pancakes*, 513 F.2d 114, 121 (8th Cir.1975) (19 days' notice was enough time to object as class members had been engaged in the litigation); *Hall v. Pedernales Elec. Co-op., Inc.*, 278 S.W.3d 536, 544–45 (Tex. App. 2009) ("[t]here is no minimum time frame that must be allowed for the filing of objections, but the notice must "afford a reasonable time for those interested to make their appearance).

In addition to the foregoing, this case is one of a kind. Its notoriety has helped cement the effectiveness and validity of the Settlement Class Notice. Indeed, the tragic collapse of Champlain Towers South was one of the most highly-publicized tragedies in US history. The media coverage of the CTS Collapse and the ensuing litigation has been extensive, with media outlets covering the event and its legal aftermath around the world from Miami to Riyadh, from Buenos Aires to New

York, and from Moscow to Sydney. Indeed, the Miami Herald won a Pulitzer prize for its coverage of the collapse and its aftermath. Class action and personal injury firms have promoted their involvement in this matter on their websites and publicized the tentative settlement in their social media feeds. Long before this Final Judgment and Order, preliminary drafts of claim forms were submitted on behalf of no fewer than 84 decedents, leading the Court to conclude that few, if any, putative class members were not already assisted by counsel involved in this class action lawsuit even before the notice issued. And during the course of the last 12 months, the Court has publicized and made available a Zoom feed of all hearings for members of the decedents' families and all other affected persons and numerous such persons were in attendance at every hearing, frequently offering their own views on the Court's determinations. In short, the Court finds that even before the Settlement Class Notice was issued, nearly every member of the putative class was already on notice of the pending settlement, working with counsel, and on notice of their ability to participate in this Settlement.

5. Confirmation of Appointment of Class Representatives. As set forth in the Preliminary Approval Order, the Court confirms the appointment of Raquel Azevedo de Oliveira, as personal representative of the Estates of Alfredo Leone and Lorenzo de Oliveira Leone, Kevin Fang, as personal representative of the Estate of Stacie Fang, Kevin Spiegel, individually and as personal representative of the Estate of Judith Spiegel, Raysa Rodriguez, and Steve Rosenthal as Class Representatives.

6. Confirmation of Appointments of Class Counsel. The Court confirms the appointments of Class Counsel Harley S. Tropin and Javier A. Lopez of Kozyak Tropin & Throckmorton LLP, Rachel W. Furst and Stuart Z. Grossman of Grossman Roth Yaffa Cohen, P.A., Ricardo M. Martinez-Cid of Podhurst Orseck, P.A., Adam M. Moskowitz of The Moskowitz

Law Firm, PLLC, and Curtis B. Miner of Colson Hicks Eidson. Class Counsel is familiar with the claims in this case and has done work investigating the claims. Class Counsel has consulted with other counsel in the case and has experience in handling class actions and other complex litigation. Class Counsel has knowledge of the applicable laws and the resources to commit to the representation of Settlement Class Members and the Settlement Class.

7. Approval of the Settlement. Pursuant to and in accordance with Florida Rule of Civil Procedure 1.220, this Court hereby fully and finally approves the Settlement Agreement in its entirety (including, without limitation, the payment obligations set forth in Article 4 of the Settlement Agreement and the Releases in the Settlement Agreement) and finds that the Settlement Agreement is fair, reasonable, and adequate. The Court also finds that the Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Class Representatives and all Settlement Class Members. The Settling Parties are ordered to implement, perform, and consummate each obligation set forth in the Settlement Agreement in accordance with its terms and provisions. **[ADDRESS OBJECTIONS, IF ANY.]**

8. Settlement Payments. The Court hereby directs the Receiver, as escrow agent, to disburse the Settlement Payments currently held in the Escrow Account into the Settlement Fund not prior to the Effective Date, and no later than thirty (30) days after the Effective Date.

9. Dismissal of the Litigation. The Class Action Complaint is dismissed with prejudice, without attorneys' fees, costs, or interest as against all Released Parties. Additionally, the CTSCA's crossclaims are dismissed with prejudice, without attorneys' fees, costs, or interest as against all Released Parties. Stantec's crossclaim against Morabito is dismissed with prejudice, and the remainder of Stantec's crossclaims and its third-party complaint are dismissed without prejudice, all without attorneys' fees, costs, or interest. Notwithstanding the foregoing, Class

Counsel's and the PSC's petition for attorneys' fees and reasonable costs incurred in the Litigation will be made at an appropriate time to be determined by the Court.

10. Dismissal of Related Actions with Prejudice. As set forth in the Settlement Agreement, all Related Actions pending in this Court are hereby dismissed with prejudice, without attorneys' fees, costs, or interest to any party to the Related Actions. All Releasors with Related Actions pending in any other federal court, state court, arbitration, regulatory agency, or other tribunal or forum, other than the Court, are ordered to promptly dismiss with prejudice such Related Actions, and without attorneys' fees, costs, or interest.

11. Covenants Not to Sue.

a Consistent with the Settlement Agreement, the Class Representatives, each Settlement Class Member, and the Settlement Class, on behalf of the Class Releasors, and each of them, are hereby permanently barred, enjoined and restrained from, at any time, continuing to prosecute, commencing, filing, initiating, instituting, causing to be instituted, assisting in instituting, or permitting to be instituted on their, his, her, or its behalf, or on behalf of any other individual or entity, any proceeding: (i) alleging or asserting any of his, her, its, or their respective Class Claims against the Released Parties in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, including, without limitation, the Class Claims set forth in the Settlement Agreement; or (ii) challenging the validity of the Releases. To the extent any such proceeding exists in any court, tribunal, or other forum as of the Effective Date, the Class Releasors are ordered to withdraw and seek dismissal with prejudice of such proceeding forthwith.

b Consistent with the Settlement Agreement, the CTSCA is hereby permanently barred, enjoined, and restrained from, at any time, continuing to prosecute, commencing, filing, initiating, instituting, causing to be instituted, assisting in instituting, or

permitting to be instituted on its behalf, or on behalf of any other individual or entity, any proceeding: (i) alleging or asserting any CTSCA Claims against the Released Parties in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, including, without limitation, the CTSCA Claims set forth in the Settlement Agreement; or (ii) challenging the validity of the Releases. To the extent any such proceeding exists in any court, tribunal, or other forum as of the Effective Date, the CTSCA Releasors are ordered to withdraw and seek dismissal with prejudice of such proceeding forthwith.

12. The Court hereby enters a Complete Bar Order as follows:

a. Except as otherwise provided in Section 7.8 of the Settlement Agreement, any and all persons or entities (each, a “Barred Party” and collectively, the “Barred Parties”) are hereby permanently BARRED, ENJOINED, and RESTRAINED from commencing, continuing, or maintaining any claim of any kind, however styled, against any Released Party, including, without limitation, claims for indemnification, contribution, defense, or subrogation, arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the CTS Collapse, the Litigation, any Related Action, the Universal Action, or the Settlement Agreement, or that arise out of, or relate to, any claims that are or could have been asserted in the Litigation, any Related Action, or the Universal Action, or that arise out of, or relate to, any facts in connection with the Litigation, any Related Action, or the Universal Action, whether arising under state, federal, or foreign law as claims, cross-claims, counterclaims, or third-party claims, whether asserted in the Litigation, the Universal Action, in any Related Action, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere. This Complete Bar Order does not alter or amend the rights and obligations, if any, of a Released Party and such Released Party’s respective insurers to each other

under any policy of insurance. Furthermore, this Complete Bar Order does not apply to claims by insurers against their reinsurers or their retrocessionnaires. In the event of any conflict between the terms of Section 7.8 of the Settlement Agreement and this Complete Bar Order, the terms of Section 7.8 of the Settlement Agreement shall control.

b. Notwithstanding the foregoing, nothing herein shall prevent any Released Party from taking any such steps as may be necessary to enforce the terms of the Settlement Agreement.

c. If any of the provisions of this Complete Bar Order are held to be unenforceable, such provision shall be substituted with such other provision as may be necessary to afford all of the Released Parties the fullest protection permitted by law from any claim that (i) arises from, concerns, or is any way connected with, or in any way relating, directly or indirectly, to a Released Claim, and (ii) any claim, however styled, against any Released Party, for indemnification, contribution, or subrogation arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the CTS Collapse, the Litigation, any Related Action, the Universal Action, or the Settlement Agreement.

d. It is further ordered that any judgment or award obtained by the Releasers against any such Barred Party shall be reduced by the amount or percentage, if any, necessary under applicable law to relieve the Released Parties of all liability to such Barred Parties on claims barred pursuant to this Complete Bar Order. Such judgment reduction, partial or complete release, settlement credit, relief, or setoff, if any, shall be in an amount or percentage sufficient under applicable law to compensate such Barred Parties for the loss of any such barred claims pursuant to this Paragraph 12 against the Released Parties.

13. Confirmation of Administrative Appointments. As set forth in the Preliminary Approval Order, the Court confirms the appointment of [] as the Claims Administrators, and Michael I. Goldberg as the Settlement Administrator, and confirms that the Court retains continuing jurisdiction over those appointed.

14. No Admission. This Final Order and Judgment, the Settlement Agreement, and the documents relating thereto, and any actions taken by the Settling Parties or the Released Parties in the negotiation, execution, or satisfaction of the Settlement Agreement: (i) do not and shall not, in any event, constitute, or be construed as, an admission of any liability or wrongdoing, a confession of judgment or admission of insurance coverage, or recognition of the validity of any claim made by the Class Representatives, the Settlement Class, or any Settlement Class Member in this or any other action or proceeding; and (ii) shall not, in any way, be construed as, offered as, received as, used as, or deemed to be evidence, admissible or otherwise, of any kind, or used in any other fashion, by the CTSCA, any Class Representative, the Settlement Class, any Settlement Class Member, Class Counsel, or any member of the PSC, in any litigation, action, hearing, or any judicial, arbitral, administrative, regulatory, or other proceeding for any purpose, except (a) to enforce the terms and provisions thereof, or (b) in order to establish payment, or an affirmative defense of exhaustion of applicable insurance limits or res judicata in a Related Action, the Universal Action, or a subsequent case, or (c) in connection with any motion to enjoin or stay any Related Action or the Universal Action. Without limiting the foregoing, neither the Settlement Agreement nor any of its provisions, negotiations, statements, or court proceedings relating to its provisions, nor any actions undertaken in connection with the Settlement, will be construed as, offered as, received as, used as, or deemed to be evidence, admissible or otherwise, or admission or confession of any liability or wrongdoing whatsoever on the part of any person or entity,

including, but not limited to, the Released Parties, or as a waiver by the Released Parties of any applicable defense, or a confession of judgment or admission of insurance coverage. This Paragraph shall not apply to disputes between the Settling Parties and their insurers, as to which the Settling Defendants reserve all rights.

15. Modification of the Settlement Agreement. Without further approval from the Court, and without the express written consent of Class Counsel and the counsel for all other Settling Parties, the Settlement Agreement will not be subject to any change, modification, amendment, or addition.

16. Binding Effect. The terms of the Settlement Agreement and of this Final Order and Judgment shall be forever binding (regardless of whether or not any individual Settlement Class Member receives payment of a Monetary Award, as well as their respective heirs, executors, administrators, predecessors, successors, affiliates and assigns).

17. Termination. If the Settlement Agreement is terminated as provided therein, then this Final Order and Judgment (and any orders of the Court relating to the Settlement Agreement) shall be null and void and be of no further force or effect, except as otherwise provided by the Settlement Agreement, and each Settlement Payment comprising the Settlement Fund will revert to, and shall be paid to, the entity who issued the Settlement Payment within ten (10) days.

18. Entry of Final Judgment. There is no just reason to delay the entry of this Final Order and Judgment as a final judgment in the Litigation. Accordingly, the Clerk of Court is hereby directed, in accordance with this Final Order and Judgment, to: (i) enter final judgment dismissing with prejudice the Litigation and all Related Actions pending in this Court in which the Released Parties (or any of them) are the only defendants, and (ii) enter a final order dismissing with prejudice all Released Claims asserted against the Released Parties (or any of them) in the

Universal Action and any other Related Actions pending in this Court in which there are named defendants other than a Released Party.

SO ORDERED this _____ day of _____, 2022.

MICHAEL A. HANZMAN
Circuit Court Judge

EXHIBIT C
FORM OF GENERAL RELEASE

[attached]

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

IN RE: CHAMPLAIN TOWERS SOUTH
COLLAPSE LITIGATION,

CLASS REPRESENTATION

CBL DIVISION

CASE NO: 2021-015089-CA-01

RELEASE

This Release (this “**Release**”) is executed as of the Effective Date (as defined herein) by
____ (“**Releasor**”).

RECITALS

A. On June 24, 2021, the twelve-story Champlain Towers South Condominium located at 8777 Collins Avenue, Surfside, Florida 33154 (“**Champlain Towers South**”), partially collapsed and caused the death of ninety-eight individuals.

B. Various plaintiffs filed lawsuits against the Released Parties (as defined herein) and others, which were consolidated into a class action lawsuit styled *In Re: Champlain Towers South Collapse Litigation*, Case No. 2021-15089 CA 01 (the “**Litigation**”), pending before the Honorable Michael A. Hanzman in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the “**Court**”).

C. The parties in the Litigation and others resolved the Litigation and entered into that certain In Re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement (the “**Settlement Agreement**”), which was finally approved by the Court.

D. The Settlement Agreement requires the plaintiffs in the Litigation to cause Releasor to execute this Release and deliver this Release to counsel for the Released Parties.

NOW, THEREFORE, for the consideration expressed herein, the receipt and sufficiency of which Releasor acknowledges, Releasor agrees as follows:

DEFINITIONS

1. **Definitions.** The following terms (designated by initial capitalization throughout this Release) will have the meanings set forth in this Section, which are applicable to both the singular and plural thereof. Unless the context requires otherwise, (a) words expressed in the masculine will include the feminine and neuter gender and vice versa; (b) the word “will” shall be construed to have the same meaning and effect as the word “shall”; (c) the word “or” will not be exclusive; (d) the word “extent” in the phrase “to the extent” will mean the degree to which a subject or other thing extends, and such phrase will not simply mean “if”; and (e) the terms

EXHIBIT C

“include,” “includes,” and “including” will be deemed to be followed by “without limitation,” whether or not they are in fact followed by such words or words of similar import.

1.1. **“8701 Collins”** means 8701 Collins Development, LLC, a Delaware limited liability company.

1.2. **“8701 Releasees”** means 8701 Collins, Terra Construction Management, LLC, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, investors, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.3. **“8701 Unit Owner”** means and refers to a “Unit Owner,” as such quoted term is used and defined in that certain Declaration of 8701 Collins Avenue Condominium filed and recorded November 15, 2019 in Official Records Book 31691, at Page 1664, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time.

1.4. **“87 Park”** means and refers to the “Condominium,” as such quoted term is used and defined in that certain Declaration of 8701 Collins Avenue Condominium filed and recorded November 15, 2019 in Official Records Book 31691, at Page 1664, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time.

1.5. **“87 Park Association Releasees”** means 8701 Collins Avenue Condominium Association, Inc., a Florida not-for-profit corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, the 8701 Unit Owners, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.6. **“87 Park Site”** means the “Land,” as such quoted term is used and defined in that certain Declaration of 8701 Collins Avenue Condominium filed and recorded November 15, 2019 in Official Records Book 31691, at Page 1664, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time.

1.7. **“Affiliate”** means, with respect to any person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or entity, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies,

whether through the ownership of voting shares, by contract, or otherwise.

1.8. **“ASAP Installations Releasees”** means ASAP Installations LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.9. **“Batista Releasees”** means R.E.E. Consulting, LLC, a Florida limited liability company d/b/a G. Batista & Associates, Gregorio Batista, P.E., and each of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.10. **“Becker Releasees”** means Becker & Poliakoff, P.A., a Florida professional corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities.

1.11. **“B&PD Releasees”** means Bizzi & Partners Development LLC, a Delaware limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.12. **“Beach Access Improvements”** means and refers to the “87th Terrace Easement Improvements,” as such quoted term is used and defined in the Development Agreement between the City of Miami Beach and 8701 Collins Development, LLC dated November 24, 2014, and recorded in Official Records Book 29415, at Pages 4360-4411, of the Public Records of Miami-Dade County, Florida, together with the “87th Terrace Improvements,” as such quoted term is used and defined in the Grant of Perpetual Easement (87th Terrace) by 8701 Collins

Development, LLC in favor of the City of Miami Beach dated November 24, 2014, and recorded in Official Records Book 29913, at Page 3123, of the Public Records of Miami-Dade County, Florida.

1.13. “**CCIP**” means the Contractor Controlled Insurance Program that provides commercial general liability insurance and excess liability insurance for the construction of 87 Park performed on the 87 Park Site.

1.14. “**CDPW Releasees**” means CDPW, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.15. “**Champlain Towers South**” has the meaning ascribed to it in the recitals to this Release.

1.16. “**Chuck’s Backhoe Releasees**” means Chuck’s Backhoe Service, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.17. “**Class Action Complaint**” means the Consolidated Third Amended Class Action Complaint filed in the Litigation on March 10, 2022, and any subsequent amendments thereto.

1.18. “**Court**” has the meaning ascribed to it in the recitals to this Release.

1.19. “**CP&R Releasees**” means Concrete Protection and Restoration, Inc., a Maryland corporation, Concrete Protection and Restoration, LLC, a Florida limited liability company, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.20. **“CRM Releasees”** means Campany Roof Maintenance, LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.21. **“CTS Collapse”** means the partial collapse of Champlain Towers South and subsequent demolition of the remainder of Champlain Towers South.

1.22. **“CTS Vendor”** means Securitas Security Services USA, Inc., a Delaware corporation, Morabito Consultants, Inc., a Maryland corporation, Becker & Poliakoff, P.A., a Florida professional corporation, Concrete Protection and Restoration, Inc., a Maryland corporation, Concrete Protection and Restoration, LLC, a Florida limited liability company, Campany Roof Maintenance, LLC, a Florida limited liability company, R.E.E. Consulting, LLC, a Florida limited liability company d/b/a G. Batista & Associates, Willcott Engineering, Inc., a Florida corporation, Western Waterproofing Company of America, a Missouri corporation d/b/a Western Specialty Contractors of America, Western Holding Group, Inc. a/k/a Western Group, Inc., a Missouri corporation, Sammet Pools, Inc., a Florida corporation, and Scott R. Vaughn, PE, LLC, a Florida limited liability company.

1.23. **“CTS Vendor Services”** means work or services performed, or allegedly failed to have been performed, by any CTS Vendor prior to the CTS Collapse for or on behalf of the Champlain Towers South Condominium Association, Inc., or any Unit Owner, or otherwise for the benefit of Champlain Towers South.

1.24. **“Design Professionals”** means any architect, engineer, or consultant that furnished design services, engineering services, professional services, or consulting services in connection with the design, development, or construction, of 87 Park. The term “Design Professional” includes Kobi Karp Architecture & Interior Design, Inc., Steven Feller, P.E., SLS Consulting, Inc., VSN Engineering, Inc., West 8 Urban Design & Landscape Architecture, P.C., Aquadynamics Design Group, Inc., Lux Populi SA de CV, and Renzo Piano Building Workshop, Inc.

1.25. **“DeSimone Releasees”** means DeSimone Consulting Engineering, DPC, a New York design professional corporation, DeSimone Consulting Engineers, LLC, a Delaware limited liability company, DeSimone Consulting Engineering Group, LLC, DeSimone Consulting Engineers, and all of their respective past, present, and future administrators, Affiliates, fictitious names (including any “doing business as”, “formerly known as”, or “now known as” names), heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys,

insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.26. **“Effective Date”** means the date that this release is signed by Releasor, as indicated by the date below Releasor’s signature.

1.27. **“Florida Civil Releasees”** means Florida Civil, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.28. **“Geosonics Releasees”** means Geosonics, Inc., a Pennsylvania corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.29. **“HVA Releasees”** means H. Vidal & Associates, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.30. **“JMAF”** means John Moriarty & Associates of Florida, Inc., a Massachusetts corporation.

1.31. **“JMAF Releasees”** means JMAF and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities related by whole or partial common ownership, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-

, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.32. “**Litigation**” has the meaning ascribed to it in the recitals to this Release.

1.33. “**Morabito Releasees**” means Morabito Consultants, Inc., a Maryland corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.34. “**NV5 Releasees**” means NV5, Inc., a Delaware corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.35. “**OSA Releasees**” means O & S Associates, Inc., a New York corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.36. “**Related Action**” means any past, present, or future action or claim brought against any Released Party in the Court (other than the Litigation and the Universal Action) or any other state court, federal court, foreign court, international tribunal, regulatory agency, or other tribunal or forum arising out of, or related to, or based upon, the CTS Collapse, or the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, alleged, or referred to, in the Class Action Complaint or otherwise in the Litigation.

1.37. “**Released Claim**” has the meaning ascribed to it in this Release.

1.38. “**Released Party(ies)**” means the Town of Surfside, Florida, the Securitas Releasees, the JMAF Releasees, the Stantec Releasees, the Becker Releasees, the DeSimone Releasees, the NV5 Releasees, the Morabito Releasees, the B&PD Releasees, the 8701 Releasees, the TG Releasees, the TWI Releasees, the Florida Civil Releasees, the HVA Releasees, the ASAP

Installations Releasees, the Chuck's Backhoe Releasees, the Rhett Roy Releasees, the CP&R Releasees, the SPI Releasees, the CRM Releasees, the Batista Releasees, the Willcott Releasees, the Western Group Releasees, the CDPW Releasees, the Vaughn PE Releasees, the Geosonics Releasees, the OSA Releasees, the Tanenbaum Releasees, the Subcontractors, all "Indemnitees" (as such quoted term is used and defined in Section 1.2.51 of the Construction Agreement dated February 25, 2016, by and between 8701 Collins and JMAF), the 87 Park Association Releasees, TGSV Enterprises, Inc., a Florida corporation, all CTS Vendors, all Design Professionals, all Vendors, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, executors, trusts, personal representatives, conservators, transferees, insurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, laborers, materialmen, suppliers, lienholders, subrogees, accountants, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, and managers of any of the foregoing).

1.39. "**Releasor**" has the meaning ascribed to it in the preamble to this Release.

1.40. "**Rhett Roy Releasees**" means Rhett Roy Landscape Architecture LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.41. "**Securitas Releasees**" means Securitas Security Services USA, Inc., a Delaware corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.42. "**Settlement**" means the settlement set forth in the Settlement Agreement.

1.43. "**Settlement Agreement**" has the meaning ascribed to it in the recitals to this Release.

1.44. "**SPI Releasees**" means Sammet Pools, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers (including Mid-Continent Casualty Insurance Company, Amerisure Mutual Insurance Company, and Amerisure

Insurance Company), reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, laborers, materialmen, suppliers, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.45. “**Stantec Releasees**” means Stantec Architecture Inc., a North Carolina corporation, Stantec Inc., Stantec Consulting Services Inc., and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, design license holders or qualifiers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.46. “**Subcontractor**” means any person or entity that furnished labor, equipment, materials, or services in connection with the construction of 87 Park pursuant to a direct or indirect contract with JMAF.

1.47. “**Tanenbaum Releasees**” means Tanenbaum Harber of Florida, LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.48. “**TG Releasees**” means Terra Group, LLC, a Florida limited liability company, and all of its respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.49. “**TWI Releasees**” means Terra World Investments, LLC, a Florida limited liability company, and all of its respective past, present, and future administrators, Affiliates, heirs,

legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.50. **“Unit Owner”** means the record owner of a “Condominium Unit” (as such quoted term is used and defined in that certain Declaration of Champlain Towers South Condominium filed and recorded August 19, 1981, in Official Records Book 11191, at Page 35, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time) at the time of the CTS Collapse. The term “Unit Owner” includes a Unit Owner that owned personal property that was lost, damaged, or destroyed as a result of the CTS Collapse.

1.51. **“Universal”** means Universal Property & Casualty Insurance Company.

1.52. **“Universal Action”** means the lawsuit filed by Universal styled Universal Property & Casualty Insurance Company a/s/o Max Friedman and Ellen Friedman, et al., vs. Champlain Towers South Condominium Association, Inc., et al., Case No.: 2022-001944-CA-01, pending in the Court.

1.53. **“Vaughn PE Releasees”** means Scott R. Vaughn, PE, LLC, a Florida limited liability company, Scott R. Vaughn, PE, an individual, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.54. **“Vendor”** means any person or entity (other than JMAF or a Subcontractor) that furnished labor, equipment, materials, or services in connection with the design, development, construction, operation, maintenance or repair of 87 Park or the 87 Park Site.

1.55. **“Western Group Releasees”** means Western Waterproofing Company of America, a Missouri corporation d/b/a Western Specialty Contractors of America, Western Holding Group, Inc. a/k/a Western Group, Inc., a Missouri corporation, and its past, present, and future administrators, Affiliates, fictitious names, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers,

retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.56. **“Willcott Releasees”** means Willcott Engineering, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2. Release and Covenant Not to Sue

2.1. **Release.** In consideration of the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which Releasor conclusively acknowledges, Releasor, on his, her, its, or their own behalf, and on behalf of his, her, its, or their respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, insurers, indemnitors, heirs, next of kin, estates, beneficiaries, conservators, trustees, trusts, executors, administrators, personal representatives, and any natural, legal, or juridical person or entity to the extent he, she, or it is entitled to assert any claim on behalf of the Releasor, or anyone claiming by, through, or on behalf of any of them, hereby releases, acquits, forever discharges, and holds harmless the Released Parties, and each of them, of and from any and all past, present, and future claims, counterclaims, crossclaims, actions, lawsuits, administrative proceedings, rights or causes of action, liabilities, suits, demands, liens, damages, losses, punitive damages, payments, judgments, debts, dues, sums of money, costs and expenses (including attorneys’ fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, warranties, indemnities, agreements, responsibilities, obligations, or promises, whether in law or in equity, whether for contribution, subrogation, indemnification, or any other legal or equitable theory, whether contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, latent or patent, discovered or undiscovered, whether existing prior to, on, or arising after, the Effective Date, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, in any forum, that the Releasor had, has, may or will have in the future, arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to (i) the CTS Collapse, (ii) Champlain Towers South, (iii) the CTS Vendor Services, (iv) the vacation of the public right-of-way that was formerly located on the portion of the 87 Park Site formerly known as 87th Terrace, Miami Beach, Florida, (v) the design, development, construction, maintenance, operation, management, or repair of 87 Park, (vi) 8701 Collins’ acquisition of the 87 Park Site, (vii) the design, development, construction, maintenance, installation, or repair of the Beach Access Improvements, (viii) the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, referred to, or relating to, the Litigation (including the Class Action Complaint), any Related Action, the Universal Action, or this Settlement (each of the foregoing and those below are a “Released Claim” and collectively, the “Released Claims”).

2.1.1. Releasor hereby releases, forever discharges, and holds harmless the

Released Parties from any and all Released Claims, including unknown Released Claims, arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to this Release or the CTS Collapse.

2.2. Scope of Releases

2.2.1. Releasor acknowledges and expressly waives and relinquishes all rights and benefits, if any, which it, he, or she has or may have under Section 1542 of the Civil Code of the State of California (and similar statutes) which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

2.2.2. Releasor acknowledges that the foregoing waiver of the provisions of Section 1542 of the California Civil Code and all similar provisions of the statutory or common law of any other state, territory, or other jurisdiction was separately bargained for and that the Parties would not have entered into this Settlement Agreement unless it included a broad release of unknown claims relating to the matters released herein.

2.2.3. Releasor intends to be legally bound by the releases set forth in this Release. Releasor represents and warrants that no promise or inducement has been offered or made for the releases contained in this Release, except as set forth in this Release, and that this Release is executed without reliance on any statements or any representations not contained in this Release.

2.3. Covenant Not to Sue any Released Party and Waiver and Estoppel. Releasor (a) represents, warrants, and agrees that Releasor waives and is forever estopped from asserting any Released Claim against any Released Party, and (b) covenants not to sue or threaten to sue, now or in the future, any Released Party for any Released Claim, or otherwise assert or threaten to assert any Released Claim against any Released Party.

3. Miscellaneous

3.1. Representations and Warranties. Releasor represents and warrants to the Released Parties that (a) Releasor executes this Release knowingly and willingly, (b) the person executing this Release on behalf of Releasor has the right, power, and authority to do so, and (c) Releasor has not assigned to any other person or entity any right, claim or cause of action against any Released Parties arising out of the Released Claims. Releasor acknowledges that it may in the future learn of additional or different facts that relate to the CTS Collapse. Releasor understands and acknowledges the consequences of releasing all Released Claims and assumes all related risks, including that some Released Claims might have accrued or been discovered later. Releasor agrees that the releases set forth in this Release are irrevocable and unconditional, inure to the benefit of each of the Released Parties, and are intended to be as broad as lawfully possible.

3.2. No admission of Liability. Nothing in this Release shall be construed as an

admission of fault, liability, or wrongdoing on the part of any Released Party.

3.3. Applicable Law, Jurisdiction, Venue, and Attorneys' Fees. This Release shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles. Any dispute or claim arising out of, relating to, or connected with this Release shall be settled by litigation in the Court and Releasor waives any objections to such jurisdiction and/or venue. Releasor hereby submits and consents to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of, or relating to, this Release. **RELEASOR SPECIFICALLY AND KNOWINGLY WAIVES ANY RIGHTS IT MIGHT HAVE TO A TRIAL BY JURY IN ANY LAWSUIT OR OTHER PROCEEDING ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS RELEASE, INCLUDING TO ENFORCE ITS TERMS.** The prevailing party in any suit, action, proceeding, or dispute arising out of, or relating to, or connected with, this Release, including any suit, action, proceeding, or dispute to enforce the terms of this Release, shall be entitled to recover its reasonable attorneys' fees and costs incurred in such suit, action, proceeding, or dispute.

3.4. General. Releasor agrees that a copy of this Release shall be as enforceable as the original and waives all objections predicated on any failure to produce the original.

3.5. Severability. If any term or provision of this Release is invalid, illegal, or unenforceable, then such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision of the Release. Notwithstanding anything to the contrary, if the Settlement Agreement becomes unenforceable or is declared invalid, illegal, or unenforceable, then this Release shall nevertheless remain enforceable and independent of the Settlement Agreement, and the invalidity, unenforceability, or illegality of the Settlement Agreement shall not affect this Release or invalidate or render this Release unenforceable.

[signature page to follow]

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IN WITNESS WHEREOF, Releasor has executed this Release on the Effective Date stated below.

RELEASOR:

By: _____

Name: _____

Date: _____

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, the authorized representative of _____, who executed the foregoing instrument on behalf of said company, who acknowledged to and before me that he/she executed said instrument in his/her official capacity as an officer of said company and as the act and deed of said company after being duly authorized and directed, and who is, who [] is personally know to me or [] has produced _____ as identification.

Notary Public, State of _____
My Commission Expires: _____

EXHIBIT D
FORM OF INSURER WAIVER

[attached]

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

IN RE: CHAMPLAIN TOWERS SOUTH
COLLAPSE LITIGATION,

CLASS REPRESENTATION

CBL DIVISION

CASE NO: 2021-015089-CA-01

/

INSURER WAIVER

This Insurer Waiver (this “**Waiver**”) is executed as of the Effective Date (as defined herein) by _____, a _____ (the “**Releasor**”).

A. On June 24, 2021, the Champlain Towers South Condominium located at 8777 Collins Avenue, Surfside, Florida 33154 (“**Champlain Towers South**”), partially collapsed.

B. Various plaintiffs filed lawsuits against the Released Parties (as defined herein) and others, which were consolidated into a class action lawsuit styled *In Re: Champlain Towers South Collapse Litigation*, Case No. 2021-15089 CA 01 (the “**Litigation**”), pending in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the “**Court**”).

C. Certain parties in the Litigation entered into that certain In Re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement (the “**Settlement Agreement**”), which was finally approved by the Court.

D. The Settlement Agreement requires certain insurers, including Releasor, to execute this Waiver.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Releasor conclusively acknowledges, Releasor agrees as follows:

1. Definitions. The following terms (designated by initial capitalization throughout this Waiver) will have the meanings set forth in this Section, which are applicable to both the singular and plural thereof.

1.1. “**8701 Releasees**” means 8701 Collins Development, LLC, a Delaware limited liability company, Terra Construction Management, LLC, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, investors, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities,

predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.2. **“8701 Unit Owner”** means and refers to a “Unit Owner,” as such quoted term is used and defined in that certain Declaration of 8701 Collins Avenue Condominium filed and recorded November 15, 2019 in Official Records Book 31691, at Page 1664, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time.

1.3. **“87 Park”** means and refers to the “Condominium,” as such quoted term is used and defined in that certain Declaration of 8701 Collins Avenue Condominium filed and recorded November 15, 2019 in Official Records Book 31691, at Page 1664, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time.

1.4. **“87 Park Association Releasees”** means 8701 Collins Avenue Condominium Association, Inc., a Florida not-for-profit corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, the 8701 Unit Owners, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.5. **“87 Park Site”** means the “Land,” as such quoted term is used and defined in that certain Declaration of 8701 Collins Avenue Condominium filed and recorded November 15, 2019 in Official Records Book 31691, at Page 1664, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time.

1.6. **“Affiliate”** means, with respect to any person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or entity, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting shares, by contract, or otherwise.

1.7. **“ASAP Installations Releasees”** means ASAP Installations LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.8. **“Batista Releasees”** means R.E.E. Consulting, LLC, a Florida limited liability company d/b/a G. Batista & Associates, Gregorio Batista, P.E., and each of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.9. **“Becker Releasees”** means Becker & Poliakoff, P.A., a Florida professional corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities.

1.10. **“B&PD Releasees”** means Bizzi & Partners Development LLC, a Delaware limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.11. **“CDPW Releasees”** means CDPW, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.12. **“Champlain Towers South”** has the meaning ascribed to it in the recitals to this Release.

1.13. **“Chuck’s Backhoe Releasees”** means Chuck’s Backhoe Service, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders,

creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.14. **“Court”** has the meaning ascribed to it in the recitals to this Release.

1.15. **“CP&R Releasees”** means Concrete Protection and Restoration, Inc., a Maryland corporation, Concrete Protection and Restoration, LLC, a Florida limited liability company, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.16. **“CRM Releasees”** means Campany Roof Maintenance, LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.17. **“CTS Collapse”** means the partial collapse of Champlain Towers South and subsequent demolition of the remainder of Champlain Towers South.

1.18. **“Design Professionals”** means any architect, engineer, or consultant that furnished design services, engineering services, professional services, or consulting services in connection with the design, development, or construction, of 87 Park. The term “Design Professional” includes Kobi Karp Architecture & Interior Design, Inc., Steven Feller, P.E., SLS Consulting, Inc., VSN Engineering, Inc., West 8 Urban Design & Landscape Architecture, P.C., Aquadynamics Design Group, Inc., Lux Populi SA de CV, and Renzo Piano Building Workshop, Inc.

1.19. **“DeSimone Releasees”** means DeSimone Consulting Engineering, DPC, a New York design professional corporation, DeSimone Consulting Engineers, LLC, a Delaware limited liability company, DeSimone Consulting Engineering Group, LLC, DeSimone Consulting Engineers, and all of their respective past, present, and future administrators, Affiliates, fictitious names (including any “doing business as”, “formerly known as”, or “now known as” names), heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors,

lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.20. **“Effective Date”** means the date that this release is signed by Releasor, as indicated by the date below Releasor’s signature.

1.21. **“Florida Civil Releasees”** means Florida Civil, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities of any of the foregoing).

1.22. **“Geosonics Releasees”** means Geosonics, Inc., a Pennsylvania corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.23. **“HVA Releasees”** means H. Vidal & Associates, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.24. **“JMAF”** means John Moriarty & Associates of Florida, Inc., a Massachusetts corporation.

1.25. **“JMAF Releasees”** means JMAF and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities related by whole or partial common ownership, predecessor-, successor-, Affiliated-, subsidiary-,

and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.26. **“Litigation”** has the meaning ascribed to it in the recitals to this Release.

1.27. **“Morabito Releasees”** means Morabito Consultants, Inc., a Maryland corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.28. **“NV5 Releasees”** means NV5, Inc., a Delaware corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.29. **“OSA Releasees”** means O & S Associates, Inc., a New York corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.30. **“Released Party(ies)”** means the Town of Surfside, Florida, the Securitas Releasees, the JMAF Releasees, the Stantec Releasees, the Becker Releasees, the DeSimone Releasees, the NV5 Releasees, the Morabito Releasees, the B&PD Releasees, the 8701 Releasees, the TG Releasees, the TWI Releasees, the Florida Civil Releasees, the HVA Releasees, the ASAP Installations Releasees, the Chuck’s Backhoe Releasees, the Rhett Roy Releasees, the CP&R Releasees, the SPI Releasees, the CRM Releasees, the Batista Releasees, the Willcott Releasees, the Western Group Releasees, the CDPW Releasees, the Vaughn PE Releasees, the Geosonics Releasees, the OSA Releasees, the Tanenbaum Releasees, the Subcontractors, all “Indemnitees” (as such quoted term is used and defined in Section 1.2.51 of the Construction Agreement dated February 25, 2016, by and between 8701 Collins Development, LLC, a Delaware limited liability company and JMAF), the 87 Park Association Releasees, TGSV Enterprises, Inc., a Florida

corporation, all Design Professionals, all Vendors, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, executors, trusts, personal representatives, conservators, transferees, insurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of any management committee, shareholders, trustees, employees, employers, contractors, lienholders, subrogees, accountants, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, and managers of any of the foregoing).

1.31. “**Releasor**” has the meaning ascribed to it in the preamble to this Release.

1.32. “**Rhett Roy Releasees**” means Rhett Roy Landscape Architecture LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.33. “**Securitas Releasees**” means Securitas Security Services USA, Inc., a Delaware corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.34. “**Settlement Agreement**” has the meaning ascribed to it in the recitals to this Waiver.

1.35. “**SPI Releasees**” means Sammet Pools, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers (including Mid-Continent Casualty Insurance Company, Amerisure Mutual Insurance Company, and Amerisure Insurance Company), reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, laborers, materialmen, suppliers, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.36. “**Stantec Releasees**” means Stantec Architecture Inc., a North Carolina corporation, Stantec Inc., Stantec Consulting Services Inc., and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, design license holders or qualifiers, design license holders or qualifiers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.37. “**Subcontractor**” means any person or entity that furnished labor, equipment, materials, or services in connection with the construction of 87 Park pursuant to a direct or indirect contract with JMAF.

1.38. “**Tanenbaum Releasees**” means Tanenbaum Harber of Florida, LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.39. “**TG Releasees**” means Terra Group, LLC, a Florida limited liability company, and all of its respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.40. “**TWI Releasees**” means Terra World Investments, LLC, a Florida limited liability company, and all of its respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.41. **“Vaughn PE Releasees”** means Scott R. Vaughn, PE, LLC, a Florida limited liability company, Scott R. Vaughn, PE, an individual, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.42. **“Vendor”** means any person or entity (other than JMAF or a Subcontractor) that furnished labor, equipment, materials, or services in connection with the design, development, construction, operation, maintenance or repair of 87 Park or the 87 Park Site.

1.43. **“Western Group Releasees”** means Western Waterproofing Company of America, a Missouri corporation d/b/a Western Specialty Contractors of America, Western Holding Group, Inc. a/k/a Western Group, Inc., a Missouri corporation, and its past, present, and future administrators, Affiliates, fictitious names, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.44. **“Willcott Releasees”** means Willcott Engineering, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2. **Waiver of Subrogation.** Releasor waives all rights of subrogation it might possess against the Released Parties or any other person or entity arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to (i) the CTS Collapse, and (ii) its payment(s) under _____ policy number(s) _____.

3. **Miscellaneous**

3.1. **Representations and Warranties.** Releasor represents and warrants to the Released Parties that Releasor executes this Waiver knowingly and willingly, and that the person executing this Waiver on behalf of Releasor has the right, power, and authority to do so.

3.2. Applicable Law. This Release shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles. Any dispute or claim arising out of, relating to, or connected with this Waiver shall be settled by litigation in the Court and Releasor waives any objections to such jurisdiction and/or venue. Releasor hereby submits and consents to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of, or relating to, this Waiver. **RELEASOR SPECIFICALLY AND KNOWINGLY WAIVES ANY RIGHTS IT MIGHT HAVE TO A TRIAL BY JURY IN ANY LAWSUIT OR OTHER PROCEEDING ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS RELEASE, INCLUDING TO ENFORCE ITS TERMS.** The prevailing party in any suit, action, proceeding, or dispute arising out of, or relating to, or connected with, this Waiver, including any suit, action, proceeding, or dispute to enforce the terms of this Waiver, shall be entitled to recover its reasonable attorneys' fees and costs incurred in such suit, action, proceeding, or dispute.

3.3. Severability. If any term or provision of this Waiver is invalid, illegal, or unenforceable, then such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Waiver or invalidate or render unenforceable such term or provision of the Release. Notwithstanding anything to the contrary, if the Settlement Agreement becomes unenforceable or is declared invalid, illegal, or unenforceable, then this Waiver shall nevertheless remain enforceable and independent of the Settlement Agreement, and the invalidity, unenforceability, or illegality of the Settlement Agreement shall not affect this Waiver or invalidate or render this Waiver unenforceable. Releasor agrees that a copy of this Waiver shall be as enforceable as the original and waives all objections predicated on any failure to produce the original.

[signature page to follow]

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IN WITNESS WHEREOF, Releasor has executed this Release on the Effective Date stated below.

RELEASOR:

By: _____

Name: _____

Date: _____

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, the authorized representative of _____, who executed the foregoing instrument on behalf of said company, who acknowledged to and before me that he/she executed said instrument in his/her official capacity as an officer of said company and as the act and deed of said company after being duly authorized and directed, and who is, who [] is personally know to me or [] has produced _____ as identification.

Notary Public, State of _____
My Commission Expires: _____

EXHIBIT E

FORM OF WDC REPRESENTATIVE RELEASE

[attached]

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

IN RE: CHAMPLAIN TOWERS SOUTH
COLLAPSE LITIGATION,

CLASS REPRESENTATION

CBL DIVISION

CASE NO: 2021-015089-CA-01

_____/

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue (this “**Release**”) is executed as of the Effective Date (as defined herein) by _____ (“**Releasor**”) as the personal representative of the estate of _____ (the “**Decedent’s Estate**”).

RECITALS

A. On June 24, 2021, the twelve-story Champlain Towers South Condominium located at 8777 Collins Avenue, Surfside, Florida 33154 (“**Champlain Towers South**”), partially collapsed and caused the death of ninety-eight individuals.

B. Various plaintiffs filed lawsuits against the Released Parties (as defined herein) and others, which were consolidated into a class action lawsuit styled *In Re: Champlain Towers South Collapse Litigation*, Case No. 2021-15089 CA 01 (the “**Litigation**”), pending before the Honorable Michael A. Hanzman in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the “**Court**”).

C. The parties in the Litigation and others resolved the Litigation and entered into that certain In Re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement (the “**Settlement Agreement**”), which was finally approved by the Court.

D. The Settlement Agreement requires all personal representatives of persons who died as a result of the CTS Collapse (as defined herein) to execute this Release as a condition precedent to the distribution of any settlement proceeds under the Settlement Agreement, whether to Releasor or any other person or entity.

E. Releasor is bound by the terms of the Settlement Agreement and Releasor desires to receive a distribution of settlement proceeds in accordance with the terms and conditions of the Settlement Agreement.

NOW, THEREFORE, for the consideration expressed herein, the receipt and sufficiency of which Releasor acknowledges, Releasor agrees as follows:

1. Definitions. The following terms (designated by initial capitalization throughout this Release) will have the meanings set forth in this Section, which are applicable to both the

EXHIBIT E

singular and plural thereof. Unless the context requires otherwise, (a) words expressed in the masculine will include the feminine and neuter gender and vice versa; (b) the word “will” shall be construed to have the same meaning and effect as the word “shall”; (c) the word “or” will not be exclusive; (d) the word “extent” in the phrase “to the extent” will mean the degree to which a subject or other thing extends, and such phrase will not simply mean “if”; and (e) the terms “include,” “includes,” and “including” will be deemed to be followed by “without limitation,” whether or not they are in fact followed by such words or words of similar import.

1.1. **“8701 Collins”** means 8701 Collins Development, LLC, a Delaware limited liability company.

1.2. **“8701 Releasees”** means 8701 Collins, Terra Construction Management, LLC, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, investors, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.3. **“8701 Unit Owner”** means and refers to a “Unit Owner,” as such quoted term is used and defined in that certain Declaration of 8701 Collins Avenue Condominium filed and recorded November 15, 2019 in Official Records Book 31691, at Page 1664, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time.

1.4. **“87 Park”** means and refers to the “Condominium,” as such quoted term is used and defined in that certain Declaration of 8701 Collins Avenue Condominium filed and recorded November 15, 2019 in Official Records Book 31691, at Page 1664, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time.

1.5. **“87 Park Association Releasees”** means 8701 Collins Avenue Condominium Association, Inc., a Florida not-for-profit corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, the 8701 Unit Owners, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.6. **“87 Park Site”** means the “Land,” as such quoted term is used and defined in that certain Declaration of 8701 Collins Avenue Condominium filed and recorded November 15, 2019 in Official Records Book 31691, at Page 1664, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time.

1.7. **“Affiliate”** means, with respect to any person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or entity, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting shares, by contract, or otherwise.

1.8. **“ASAP Installations Releasees”** means ASAP Installations LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.9. **“Batista Releasees”** means R.E.E. Consulting, LLC, a Florida limited liability company d/b/a G. Batista & Associates, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.10. **“Becker Releasees”** means Becker & Poliakoff, P.A., a Florida professional corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities.

1.11. **“B&PD Releasees”** means Bizzi & Partners Development LLC, a Delaware limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.12. **“Beach Access Improvements”** means and refers to the “87th Terrace Easement Improvements,” as such quoted term is used and defined in the Development Agreement

between the City of Miami Beach and 8701 Collins Development, LLC dated November 24, 2014, and recorded in Official Records Book 29415, at Pages 4360-4411, of the Public Records of Miami-Dade County, Florida, together with the “87th Terrace Improvements,” as such quoted term is used and defined in the Grant of Perpetual Easement (87th Terrace) by 8701 Collins Development, LLC in favor of the City of Miami Beach dated November 24, 2014, and recorded in Official Records Book 29913, at Page 3123, of the Public Records of Miami-Dade County, Florida.

1.13. “**CCIP**” means the Contractor Controlled Insurance Program that provides commercial general liability insurance and excess liability insurance for the construction of 87 Park performed on the 87 Park Site.

1.14. “**CDPW Releasees**” means CDPW, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.15. “**Champlain Towers South**” has the meaning ascribed to it in the recitals to this Release.

1.16. “**Chuck’s Backhoe Releasees**” means Chuck’s Backhoe Service, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.17. “**Class Action Complaint**” means the Consolidated Third Amended Class Action Complaint filed in the Litigation on March 10, 2022, and any subsequent amendments thereto.

1.18. “**Court**” has the meaning ascribed to it in the recitals to this Release.

1.19. “**CP&R Releasees**” means Concrete Protection and Restoration, Inc., a Maryland corporation, Concrete Protection and Restoration, LLC, a Florida limited liability company, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors,

lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.20. **“CRM Releasees”** means Campany Roof Maintenance, LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.21. **“CTS Collapse”** means the partial collapse of Champlain Towers South and subsequent demolition of the remainder of Champlain Towers South.

1.22. **“CTS Site”** means the real property located at 8777 Collins Avenue, Surfside, Florida 33154.

1.23. **“CTS Vendor”** means Securitas Security Services USA, Inc., a Delaware corporation, Morabito Consultants, Inc., a Maryland corporation, Becker & Poliakoff, P.A., a Florida professional corporation, Concrete Protection and Restoration, Inc., a Maryland corporation, Concrete Protection and Restoration, LLC, a Florida limited liability company, Campany Roof Maintenance, LLC, a Florida limited liability company, R.E.E. Consulting, LLC, a Florida limited liability company d/b/a G. Batista & Associates, Willcott Engineering, Inc., a Florida corporation, Western Waterproofing Company of America, a Missouri corporation d/b/a Western Specialty Contractors of America, Western Holding Group, Inc. a/k/a Western Group, Inc., a Missouri corporation, Sammet Pools, Inc., a Florida corporation, and Scott R. Vaughn, PE, LLC, a Florida limited liability company.

1.24. **“CTS Vendor Services”** means work or services performed, or allegedly failed to have been performed, by any CTS Vendor prior to the CTS Collapse for or on behalf of the Champlain Towers South Condominium Association, Inc., or any Unit Owner, or otherwise for the benefit of Champlain Towers South.

1.25. **“Decedent’s Estate”** has the meaning ascribed to it in the recitals to this Release.

1.26. **“Design Professionals”** means any architect, engineer, or consultant that furnished design services, engineering services, professional services, or consulting services in connection with the design, development, or construction, of 87 Park. The term “Design Professional” includes Kobi Karp Architecture & Interior Design, Inc., Steven Feller, P.E., SLS Consulting, Inc., VSN Engineering, Inc., West 8 Urban Design & Landscape Architecture, P.C., Aquadynamics Design Group, Inc., Lux Populi SA de CV, and Renzo Piano Building Workshop, Inc.

1.27. **“DeSimone Releasees”** means DeSimone Consulting Engineering, DPC, a New York design professional corporation, DeSimone Consulting Engineers, LLC, a Delaware limited liability company, DeSimone Consulting Engineering Group, LLC, DeSimone Consulting Engineers, and all of their respective past, present, and future administrators, Affiliates, fictitious names (including any “doing business as”, “formerly known as”, or “now known as” names), heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.28. **“Effective Date”** means the date that this release is signed by Releasor, as indicated by the date below Releasor’s signature.

1.29. **“Florida Civil Releasees”** means Florida Civil, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.30. **“Geosonics Releasees”** means Geosonics, Inc., a Pennsylvania corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.31. **“HVA Releasees”** means H. Vidal & Associates, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.32. “**JMAF**” means John Moriarty & Associates of Florida, Inc., a Massachusetts corporation.

1.33. “**JMAF Releasees**” means JMAF and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities related by whole or partial common ownership, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.34. “**Litigation**” has the meaning ascribed to it in the recitals to this Release.

1.35. “**Morabito Releasees**” means Morabito Consultants, Inc., a Maryland corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.36. “**NV5 Releasees**” means NV5, Inc., a Delaware corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.37. “**OSA Releasees**” means O & S Associates, Inc., a New York corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.38. “**Related Action**” means any past, present, or future action or claim brought against any Released Party in the Court (other than the Litigation and the Universal Action) or any

other state court, federal court, foreign court, international tribunal, regulatory agency, or other tribunal or forum arising out of, or related to, or based upon, the CTS Collapse, or the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, alleged, or referred to, in the Class Action Complaint or otherwise in the Litigation.

1.39. **“Released Claim”** has the meaning ascribed to it in this Release.

1.40. **“Released Party(ies)”** means the Town of Surfside, Florida, the Securitas Releasees, the JMAF Releasees, the Stantec Releasees, the Becker Releasees, the DeSimone Releasees, the NV5 Releasees, the Morabito Releasees, the B&PD Releasees, the 8701 Releasees, the TG Releasees, the TWI Releasees, the Florida Civil Releasees, the HVA Releasees, the ASAP Installations Releasees, the Chuck’s Backhoe Releasees, the Rhett Roy Releasees, the CP&R Releasees, the SPI Releasees, the CRM Releasees, the Willcott Releasees, the Batista Releasees, the Western Group Releasees, the CDPW Releasees, the Vaughn PE Releasees, the Geosonics Releasees, the OSA Releasees, the Tanenbaum Releasees, the Subcontractors, all “Indemnitees” (as such quoted term is used and defined in Section 1.2.51 of the Construction Agreement dated February 25, 2016, by and between 8701 Collins and JMAF), the 87 Park Association Releasees, TGSV Enterprises, Inc., a Florida corporation, all CTS Vendors, all Design Professionals, all Vendors, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, executors, trusts, personal representatives, conservators, transferees, insurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, laborers, materialmen, suppliers, lienholders, subrogees, accountants, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, and managers of any of the foregoing).

1.41. **“Releasor”** has the meaning ascribed to it in the preamble to this Release.

1.42. **“Rhett Roy Releasees”** means Rhett Roy Landscape Architecture LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.43. **“Securitas Releasees”** means Securitas Security Services USA, Inc., a Delaware corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers,

reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.44. “**Settlement**” means the settlement set forth in the Settlement Agreement.

1.45. “**Settlement Agreement**” has the meaning ascribed to it in the recitals to this Release.

1.46. “**SPI Releasees**” means Sammet Pools, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers (including Mid-Continent Casualty Insurance Company, Amerisure Mutual Insurance Company, and Amerisure Insurance Company), reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, laborers, materialmen, suppliers, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.47. “**Stantec Releasees**” means Stantec Architecture Inc., a North Carolina corporation, Stantec Inc., Stantec Consulting Services Inc., and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, design license holders or qualifiers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.48. “**Subcontractor**” means any person or entity that furnished labor, equipment, materials, or services in connection with the construction of 87 Park pursuant to a direct or indirect contract with JMAF.

1.49. “**Tanenbaum Releasees**” means Tanenbaum Harber of Florida, LLC, a Florida limited liability company, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.50. “**TG Releasees**” means Terra Group, LLC, a Florida limited liability company, and all of its respective past, present, and future administrators, Affiliates, heirs,

legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.51. **“TWI Releasees”** means Terra World Investments, LLC, a Florida limited liability company, and all of its respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, members of any management committee, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.52. **“Unit Owner”** means the record owner of a “Condominium Unit” (as such quoted term is used and defined in that certain Declaration of Champlain Towers South Condominium filed and recorded August 19, 1981, in Official Records Book 11191, at Page 35, of the Public Records of Miami-Dade County, Florida, as amended and supplemented from time to time) at the time of the CTS Collapse. The term “Unit Owner” includes a Unit Owner that owned personal property that was lost, damaged, or destroyed as a result of the CTS Collapse.

1.53. **“Universal”** means Universal Property & Casualty Insurance Company.

1.54. **“Universal Action”** means the lawsuit filed by Universal styled *Universal Property & Casualty Insurance Company a/s/o Max Friedman and Ellen Friedman, et al., vs. Champlain Towers South Condominium Association, Inc., et al.*, Case No.: 2022-001944-CA-01, pending in the Court.

1.55. **“Vaughn PE Releasees”** means Scott R. Vaughn, PE, LLC, a Florida limited liability company, Scott R. Vaughn, PE, an individual, and all of their respective past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.56. “**Vendor**” means any person or entity (other than JMAF or a Subcontractor) that furnished labor, equipment, materials, or services in connection with the design, development, construction, operation, maintenance or repair of 87 Park or the 87 Park Site.

1.57. “**Western Group Releasees**” means Western Waterproofing Company of America, a Missouri corporation d/b/a Western Specialty Contractors of America, Western Holding Group, Inc. a/k/a Western Group, Inc., a Missouri corporation, and its past, present, and future administrators, Affiliates, fictitious names, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

1.58. “**Willcott Releasees**” means Willcott Engineering, Inc., a Florida corporation, and its past, present, and future administrators, Affiliates, heirs, legatees, insurers, reinsurers, sureties, predecessors, successors, assigns, attorneys, insureds, agents, servants, managers, legal representatives, consultants, partners, officers, board members, directors, members, shareholders, trustees, employees, employers, contractors, subcontractors, lienholders, creditors, receivers, divisions, related entities, predecessor-, successor-, Affiliated-, subsidiary-, and parent-entities (and the officers, directors, employees, employers, attorneys, insurers, reinsurers, retrocessionaires, shareholders, partners, members, managers, predecessor-, successor-, Affiliated-, subsidiary-, related-, and parent-entities of any of the foregoing).

2. Release and Covenant Not to Sue

2.1. Release. Releasor, on his, her, its, or their own behalf, and on behalf of his, her, its, or their respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, insurers, indemnitors, heirs, next of kin, estates, beneficiaries, conservators, trustees, trusts, executors, administrators, personal representatives, and any natural, legal, or juridical person or entity to the extent he, she, or it is entitled to assert any claim on behalf of the Decedent’s Estate, or anyone claiming by, through, or on behalf of any of them, hereby releases, acquits, forever discharges, and holds harmless the Released Parties, and each of them, of and from any and all past, present and future claims, counterclaims, crossclaims, actions, lawsuits, administrative proceedings, rights or causes of action, liabilities, suits, demands, liens, damages, losses, punitive damages, payments, judgments, debts, dues, sums of money, costs and expenses (including attorneys’ fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, warranties, indemnities, agreements, responsibilities, obligations, or promises, whether in law or in equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, latent or patent, discovered or undiscovered, whether existing prior to, on, or arising after, the Effective Date, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, in any forum, that the Releasor had, has, may or will have in the future, arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to (i) the CTS Collapse, (ii) Champlain Towers South, (iii) the CTS Vendor Services, (iv) the vacation of the public right-of-

way that was formerly located on the portion of the 87 Park Site formerly known as 87th Terrace, Miami Beach, Florida, (v) the design, development, construction, maintenance, operation, management, or repair of 87 Park, (vi) 8701 Collins' acquisition of the 87 Park Site, (vii) the design, development, construction, maintenance, installation, or repair of the Beach Access Improvements, (viii) the allegations, transactions, facts, matters, occurrences, representations, or omissions involved, set forth, referred to, or relating to, the Litigation (including the Class Action Complaint), any Related Action, the Universal Action, or this Settlement (each of the foregoing and those below are a "Released Claim" and collectively, the "Released Claims"), or (ix) Released Claims:

(a) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the Construction Contract or any demolition work or activities that occurred on any part of the 87 Park Site;

(b) that have, could have been, or could be made in the Litigation, any Related Action, or the Universal Action;

(c) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to any allegation in the Class Action Complaint;

(d) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to any activity or inherently dangerous activity, ultrahazardous activity, or abnormally dangerous activity conducted at or near the 87 Park Site;

(e) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the design, planning, proposals for, construction, improvements, additions, amelioration, repairs, replacement, remediation, restoration, investigations, inspections, evaluations, and testing at Champlain Towers South or the CTS Site;

(f) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the design, development, construction, maintenance, operation, management, or repair of Champlain Towers South;

(g) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to loss of support, services, consortium, companionship, society, love or affection, or damage to familial relations (including disease, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life);

(h) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to bodily injury, personal injury, wrongful death, emotional distress, or property damage, remediation and/or clean-up of property, diminution of property value, fraud, misrepresentations, loss of use or enjoyment of real or personal property, foreclosure, economic loss, fear, fear of illness or disease, fear of developing illness or disease, fright, mental or emotional distress, pain and suffering, loss of earnings, impairment of earning capacity, health equity and medical monitoring, bystander liability, survival actions, breach of contract, all statutory claims, punitive or exemplary damages, attorneys' fees, costs or expenses, moving expenses, additional rental or mortgage payments;

(i) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to medical screening and medical monitoring for undeveloped, unmanifested, and/or undiagnosed bodily injuries, as well as any injury arising out of or relating to the occupancy of, or presence at, Champlain Towers South at the time of the CTS Collapse;

(j) arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to security services performed at Champlain Towers South pursuant to a security services agreement;

(k) for damages or alleged damages resulting in whole or in part from exposure to hazardous or allegedly hazardous, toxic, dangerous or harmful substances;

(l) for claims for compensatory, punitive, exemplary, extra-contractual or statutory damages based upon any allegations of fraud, insurer bad faith, additional insured status, unfair claims practices, unfair settlement practices, or other act or failure to act by any insurer in connection with the defense, investigation, handling, adjustment, litigation, or settlement of any claim or Released Claim released hereunder, or any alleged insurer misconduct of any kind or nature;

(m) for derivative, constructive, technical, indirect, strict, secondary, joint and several, or vicarious liability arising out of the conduct or fault of others for which the Released Parties may be responsible;

(n) for any right legally assertable by the Releasor or the Decedent's Estate now or in the future, whether the claim is personal to each individual, derivative of a claim now or in the future, or as assignee, successor, survivor, legatee, beneficiary, subrogee, or representative of the Releasor or the Decedent's Estate;

(o) for a past, present, future, known, unknown, foreseen, unforeseen, contingent, nascent, mature claim or a claim arising at law, in equity or otherwise, including but not limited to, claims for survival and wrongful death; or

(p) for contribution, subrogation, defense, or indemnification, whether contractual or otherwise, arising out of, attributable to, or in any way related to, the Litigation, any Related Action, the Universal Action, the CTS Collapse, 87 Park, or the 87 Park Site.

2.1.1. Releasor hereby releases, forever discharges, and holds harmless the Released Parties from any and all Released Claims, including unknown Released Claims, arising out of, concerning, in any way connected with, or in any way relating, directly or indirectly, to the CTS Collapse, this Release, or the Settlement Agreement.

2.2. Scope of Release

2.2.1. Releasor acknowledges and expressly waives and relinquishes all rights and benefits, if any, which it, he, or she has or may have under Section 1542 of the Civil Code of the State of California (and similar statutes) which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

2.2.2. Releasor acknowledges that the foregoing waiver of the provisions of Section 1542 of the California Civil Code and all similar provisions of the statutory or common law of any other state, territory, or other jurisdiction was separately bargained for and that the Parties would not have entered into this Settlement Agreement unless it included a broad release of unknown claims relating to the matters released herein.

2.2.3. Releasor intends to be legally bound by the releases set forth in this Release. Releasor represents and warrants that no promise or inducement has been offered or made for the releases contained in this Release, except as set forth in this Release, and that this Release is executed without reliance on any statements or any representations not contained in this Release.

2.3. Covenant Not to Sue any Released Party and Waiver and Estoppel. Releasor (a) represents, warrants, and agrees that Releasor waives and is forever estopped from asserting any Released Claim against any Released Party, and (b) covenants not to sue or threaten to sue, now or in the future, any Released Party for any Released Claim, or otherwise assert or threaten to assert any Released Claim against any Released Party.

3. Miscellaneous

3.1. Representations and Warranties. Releasor represents and warrants to the Released Parties that (a) Releasor executes this Release knowingly and willingly, (b) the person executing this Release on behalf of Releasor has the right, power, and authority to do so, and (c) Releasor has not assigned to any other person or entity any right, claim or cause of action against any Released Parties arising out of the Released Claims. Releasor acknowledges that it may in the future learn of additional or different facts that relate to the CTS Collapse. Releasor understands and acknowledges the consequences of releasing all Released Claims and assumes all related risks, including that some Released Claims might have accrued or been discovered later. Releasor agrees that the releases set forth in this Release are irrevocable and unconditional, inure to the benefit of each of the Released Parties, and are intended to be as broad as lawfully possible.

3.2. No admission of Liability. Nothing in this Release shall be construed as an admission of fault, liability, or wrongdoing on the part of any Released Party.

3.3. Consideration. Releasor shall deliver this Release in consideration for receipt of settlement proceeds pursuant to the Settlement Agreement. As a condition precedent to receiving any disbursement of settlement proceeds pursuant to the Settlement Agreement, Releasor warrants that he, she, or it has honestly disclosed all information required as part of his, her, its, or their participation in the Settlement, and must deliver this Release in a properly executed form. Releasor further stipulates that the settlement proceeds Releasor has received is sufficient

consideration for the execution and delivery of this Release, independent of Releasor's participation in the Settlement.

3.4. Applicable Law, Jurisdiction, Venue, and Attorneys' Fees. This Release shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles. Any dispute or claim arising out of, relating to, or connected with this Release shall be settled by litigation in the Court and Releasor waives any objections to such jurisdiction and/or venue. Releasor hereby submits and consents to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of, or relating to, this Release. **RELEASOR SPECIFICALLY AND KNOWINGLY WAIVES ANY RIGHTS IT MIGHT HAVE TO A TRIAL BY JURY IN ANY LAWSUIT OR OTHER PROCEEDING ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS RELEASE, INCLUDING TO ENFORCE ITS TERMS.** The prevailing party in any suit, action, proceeding, or dispute arising out of, or relating to, or connected with, this Release, including any suit, action, proceeding, or dispute to enforce the terms of this Release, shall be entitled to recover its reasonable attorneys' fees and costs incurred in such suit, action, proceeding, or dispute.

3.5. General. Releasor must execute this Release by signing on the designated signature block below, before a qualified notary public. Releasor agrees that, for the purpose of executing this Release, a wet or ink signature is required to be considered an original signature.

3.6. Severability. If any term or provision of this Release is invalid, illegal, or unenforceable, then such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision of the Release. Notwithstanding anything to the contrary, if the Settlement Agreement becomes unenforceable or is declared invalid, illegal, or unenforceable, then this Release shall nevertheless remain enforceable and independent of the Settlement Agreement, and the invalidity, unenforceability, or illegality of the Settlement Agreement shall not affect this Release or invalidate or render this Release unenforceable.

4. Other

4.1. Releasor agrees that, to the extent a trust agreement, probate order, guardianship order, or other similar legal document is necessary to establish the Releasor's authority to execute this Release, then such document(s) are incorporated into this Release as the following Exhibits attached hereto (if applicable):

Please attach a copy of the order appointing you Personal Representative of the Decedent's Estate.

IN WITNESS WHEREOF, Releasor has executed this Release on the Effective Date stated below.

RELEASOR:

By: _____

Name: _____

Date: _____

STATE OF FLORIDA)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022 by _____ . He/she is personally known to me or has produced _____ as identification.

Notary Public, State of _____

My Commission Expires: _____

EXHIBIT F**SCHEDULE OF RELATED ACTIONS**

Case Name	Court	Case Number
<i>Steve Rosenthal v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-015206-CA-01
<i>Raysa Rodriguez, on behalf of herself and all others similarly situated v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-015298-CA-01
<i>Alex J. Anton, as Personal Representative for the Estate of Beatrice Rodriguez Guerra v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-015599-CA-01
<i>Steven Rosenberg, Mark Rosenberg, and Shoshana Rosenberg, as Children and Representatives of the Estate and Person of Harold Rosenberg v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-015521-CA-01
<i>Susana Alvarez v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016483-CA-01
<i>Anita Altman, as Executor of the Estate of Isaias and Guta Stawski, Deceased, and Dr. Alan Altman and Anita Altman as Proposed Co-Personal Representatives of the Estate of Michael Altman, Deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016666-CA-01
<i>Dulce Obias-Manno, as Personal Representative of the Estate of Maria S. Obias-Bonnefoy v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016780-CA-01
<i>Soriya Cohen, as Personal Representative of the Estate of Brad Cohen v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016663-CA-01
<i>Pascale Bonnefoy, as Personal Representative of the Estate of Claudio Bonnefoy v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016764-CA-01
<i>Rosa Ana Quesada v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016702-CA-01

Case Name	Court	Case Number
<i>Kevin Fang, as Personal Representative of the Estate of Stacie Fang, Deceased and Neil Handler individually, and as Guardian and Father of his minor son, Jonah Handler v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016857-CA-01
<i>Erika Giganti, as Personal Representative of the Estate of Francis Rosa Fernandez, deceased v. Champlain Towers South Condominium Association Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016855-CA-01
<i>Sergio Lozano, as Personal Representative of the Estates of Antonio Lozano and Gladys Lozano, deceased v. Champlain Towers South Condominium Association Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016856-CA-01
<i>Kevin Spiegel, individually and as Proposed Personal Representative of the Estate of Judith Spiegel, Deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016926-CA-01
<i>Jacqueline Nicole Samuelson and Dianne Elizabeth Ohayon, as Co-Personal Representatives of the Estate of Maria Notkin, Deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016911-CA-01
<i>Allen R. Notkin and Jacqueline Nicole Samuelson, as Co-Personal Representatives of the Estate of Arnold Notkin, Deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016913-CA-01
<i>Marcelo Cattarossi, as Personal Representative of the Estate of Graciela Ponce de Leon de Cattarossi v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016942-CA-01
<i>Stephanie McManus, as Personal Representative of the Estate of Elaine Lia Howard Sabino v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017012-CA-01
<i>Julio Brener, individually and on behalf of all other similarly situated v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016986-CA-01
<i>Salomon Sadovnic, individually and as Personal Representative of the Estate of Luis Sadovnic, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017112-CA-01
<i>Raquel Oliveira, as Personal Representative of the Estate of Lorenzo Leone, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-17110-CA-01

Case Name	Court	Case Number
<i>Raquel Oliveira, as Personal Representative of the Estate of Alfredo Leone, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-17111-CA-01
<i>Pablo Daniel Langesfeld, individually and as Personal Representative of the Estate of Nicole Langesfeld, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017124-CA-01
<i>Ricardo Rodan, individually and as Personal Representative of the Estate of Moises Rodan, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017127-CA-01
<i>Adriana Lopez Moreira De Santander, as Personal Representative for the Estate of Sophia Lopez Moreira; Adriana Lopez Moreira De Santander, as Personal Representative for the Estate of Luis Lopez Moreira III; Adriana Lopez Moreira De Santander, as Personal Representative for the Estate of Anna Sophia Pettengill; Adriana Lopez Moreira de Santander, as Personal Representative for the Estate of Alexia Maria Pettengill; and Ricardo Ruben Uliambre Pettengill, as Personal Representative for the Estate of Luis Alberto Pettengill; Unityfam 1001 Corp.; and True Honor Holdings, LLC v. Champlain Towers South, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017134-CA-01
<i>Juana Villalba Rojas, as Personal Representative of the Estate of Leidy Vanessa Luna Villalba, Deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017238-CA-01
<i>Digna Jael Rodriguez, individually and as Personal Representative of the Estate of Anaely Rodriguez, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017180-CA-01
<i>Mauricio Juan Kaufmann, individually, and as Personal Representative of the Estate of Miguel Leonardo Kaufmann Kempinski, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017182-CA-01
<i>Mauricio Juan Kaufman, individually, and as Personal Representative of the Estate of Maria Gabriela Camou Font, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017185-CA-01

Case Name	Court	Case Number
<i>Pablo J. Rodriguez, individually, and as Personal Representative of the Estate of Elena Blasser, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017191-CA-01
<i>Pablo J. Rodriguez, individually, and as Personal Representative of the Estate of Elena Chavez, deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-17186-CA-01
<i>Abraham Benhayoun, as Personal Representative of the Estate of Cristina Elvira Betarte, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017562-CA-01
<i>Abraham Benhayoun, as Personal Representative of the Estate of Leon Oliwkowicz Piatnika, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017558-CA-01
<i>Enrique Arango, as Personal Representative of the Estate of S.C., v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-018527-CA-01
<i>Josefina Henriquez, as Personal Representative of the Estate of Ana Isabel Ortiz, deceased v. Champlain Towers South Condominium Association Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-019164-CA-01
<i>Valentina Arango Gomez, as Personal Representative of the Estate of Catalina Gomez Ramirez, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-020530-CA-01
<i>Vivian Mora Duenas and Cristina Mora Bonfante, as Co-Personal Representatives of the Estate of Juan Alberto Mora, Jr., deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-020950-CA-01
<i>Vivian Mora Duenas and Cristina Mora Bonfante, as Co-Personal Representatives of the Estate of Juan Alberto Mora, Sr., deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-020877-CA-01
<i>Manuel Guara, individually, and as Personal Representative of the Estate of Marcus J. Guara, deceased, v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-021173-CA-01
<i>ZYR, LLC v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-021913-CA-01

Case Name	Court	Case Number
<i>Sergio Barth Tobar and Juliana Gomez, as Co-Personal Representatives of the Estate of Valeria Barth Gomez, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-022374-CA-01
<i>Morabito Consultants, Inc. v. National Fire Insurance Company of Hartford, et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-022670-CA-01
<i>Adriana LaFont, as Personal Representative of the Estate of Manuel V. LaFont, Jr., deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-025137-CA-01
<i>Maximiliano Lucero, as Personal Representative of the Estates of Fabian Alberto Nunez and Sofia Galfrascoli Nunez, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-026638-CA-01
<i>Sergio Barth Tobar, as Personal Representative of the Estate of Luis Fernando Barth, Decedent v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-027161-CA-01
<i>Konstantinos Giannitsopoulos and Fatima Baghat Giannitsopoulos, as Co-Personal Representatives of the Estate of Andreas Konstantinos Giannitsopoulos et al. v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2022-003172-CA-01
<i>Robert Lisman, Anna Poliakova, Marta Castro, John Ayala, Carlos Pineiro, and Fiorella Terenzi, individually and on behalf of all other similarly situated v. Ocean 88 Condominium Association, Inc., formerly known as, Champlain Towers East Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017453-CA-01
<i>Diane Cole, Raysa M. Rodriguez, Steven Rosenthal, and ZYR, LLC v. Michael I. Goldberg, as Receiver for Champlain Towers South Condominium Association, Inc., and All Owners and Other Interested Parties listed on Exhibit 2 to the Complaint</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-021726-CA-01
<i>Steve Rosenthal v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-015206 CA 01
<i>Raysa Rodriguez, on behalf of herself and all others similarly situated v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-015298 CA 01
<i>Alex J. Anton, as Personal Representative of the Estate of Beatrice Rodriguez Guerra v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-015599 CA 01

Case Name	Court	Case Number
<i>Steven Rosenberg, Mark Rosenberg, and Shoshana Rosenberg, as Children and Representatives of the Estate and Person of Harold Rosenberg v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-015521 CA 01
<i>Susana Alvarez vs. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016483 CA 01
<i>Anita Altman, as Executor of the Estate of Isaias and Guta Stawski, Deceased, and Dr. Alan Altman and Anita Altman as Proposed Co-Personal Representatives of the Estate of Michael Altman, Deceased v. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016666 CA 01
<i>Soriya Cohen, as Personal Representative of the Estate of Brad Cohen vs. Champlain Towers South Condominium Association, Inc.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016663 CA 01
<i>Pascale Bonnefoy, as Personal Representative of the Estate of Claudio Bonnefoy vs. Champlain Towers South Condominium Association, Inc., Morabito Consultants, Inc., and SD Architects, P.A.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016764 CA 01
<i>Dulce Obias-Manno, as Personal Representative of the Estate of Maria S. Obias-Bonnefoy vs. Champlain Towers South Condominium Association, Inc., Morabito Consultants, Inc., and SD Architects, P.A.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016780 CA 01
<i>Rosa Ana Quesada v. Champlain Towers South Condominium Association, Inc., Great American Insurance Company, James River Insurance Company, Philadelphia Indemnity Insurance Company, Fireman's Fund Insurance Company and QBE Insurance Corporation</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016702 CA 01
<i>Josefina Henriquez, as Personal Representative of the Estate of Ana Isabel Ortiz, deceased v. Champlain Towers South Condominium Association Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-019164-CA-01
<i>Erika Giganti, as Personal Representative of the Estate of Francis Rosa Fernandez, deceased v. Champlain Towers South Condominium Association Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016855-CA-01
<i>Sergio Lozano, as Personal Representative of the Estates of Antonio Lozano and Gladys Lozano, deceased v. Champlain Towers South Condominium Association Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-016856-CA-01

Case Name	Court	Case Number
<i>Juana Villalba Rojas, as Personal Representative of the Estate of Leidy Vanessa Luna Villalba, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017238-CA-01
<i>Abraham Benhayoun, as Personal Representative of the Estate of Leon Oliwkowicz Piatnika, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017558-CA-01
<i>Abraham Benhayoun, as Personal Representative of the Estate of Cristina Elvira Betarte, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-017562-CA-01
<i>Enrique Arango, as Personal Representative of the Estate of S.C., v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-018527-CA-01
<i>Valentina Arango Gomez, as Personal Representative of the Estate of Catalina Gomez Ramirez, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-020530-CA-01
<i>Vivian Mora Duenas and Cristina Mora Bonfante, as Co-Personal Representatives of the Estate of Juan Alberto Mora, Jr., deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-020950-CA-01
<i>Vivian Mora Duenas and Cristina Mora Bonfante, as Co-Personal Representatives of the Estate of Juan Alberto Mora, Sr., deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-020877-CA-01
<i>Sergio Barth Tobar and Juliana Gomez, as Co-Personal Representatives of the Estate of Valeria Barth Gomez, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-022374-CA-01
<i>Sergio Barth Tobar and Juliana Gomez, as Co-Personal Representatives of the Estate of Valeria Barth Gomez, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-027161-CA-01
<i>Adriana LaFont, as Personal Representative of the Estate of Manuel Victor LaFont, Jr., deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-025137-CA-01
<i>Maximiliano Lucero, as Personal Representative of the Estates of Fabian Alberto Nunez and Sofia Galfrascoli Nunez, deceased v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2021-026638-CA-01

Case Name	Court	Case Number
<i>Konstantinos Giannitsopoulos and Fatima Baghat Giannitsopoulos, as Co-Personal Representatives of the Estate of Andreas Konstantinos Giannitsopoulos et al. v. Champlain Towers South Condominium Association, Inc., et al.</i>	11 th Judicial Circuit of Florida – Miami-Dade County	2022-003172-CA-01

EXHIBIT G**SCHEDULE OF SCM INSURERS**

INSURER	NAME OF INSURED	UNIT NO.
St. Johns Insurance Company, Inc.	Manuel and Edith Drezner	Unit 1009
	Raysa Rodriguez	Unit 907
	Alfredo and Marian Lopez	Unit 605
	Kevin and Judith Spiegel	Unit 603
	Luis Pelaez	Unit 610
Universal Property & Casualty Insurance Company*	Max Friedman and Ellen Friedman	Unit 1102
	Debra L. Godt and Neal K. Godt	Unit 709
	Nancy Kress	Unit 1109
	Mayra Cruz	Unit 1205
	Ryan Wolf and Cort Moritz	Unit 202
	Anette Goldstein	Unit 1112
	Gino Cattarossi	Unit 501
	Mayra Cruz	Unit 1205
	Raymond Urgelles and Mercedes Urgelles	Unit 211
	Marina Azen	Unit 401
	Margarita Brito	Unit 805
	John Brecker and Heather Walters	Unit 101
	Camila Sterba and Gary Sterba	Unit 1004
	Adalberto Aguero and Nieves Isabel Aguero	Unit 1106
	Mary McGraw and Steve Nixon	Unit 505
	Francesco Cordaro and Rosalia Cordaro	Unit 1003
	Susana Rodriguez	Unit 607
	Sarita Harari	Unit 305
	Joseph Blasser and Elena Blasser	PH-11
	Steven Rosenthal	Unit 705
	Emilia Mattei	Unit 1005
	Ricardo Abuawad and Olmsted Corp	Unit 612
	Susana Alvarez and Hortensia Alvarez	Unit 1006
	Leon Oliwkowicz	Unit 704
	Magaly Delgado	Unit 911
	Marcus J. Guara, Anaely Rodriguez & La Comparsita LLC	Unit 802

INSURER	NAME OF INSURED	UNIT NO.
	Helen Kopel and Cherry 1002 LLC	Unit 1002
	Jorge Zardoya and Zyr LLC	Unit 1209
	Ada Lopez	Unit 808
	Daniela Silva and Ibrahim Issa	Unit 408
	Esther Gorfinkel	Unit 509
	Maggie A. Manrara and Alberto G. Manrara, The Maggie A. Manrara Declaration of Trust	PH1
	Jay K. Miller	Unit 303
	Antonio Lozano and Gladys M. Lozano	Unit 903
	Reginald Long and Lisa Loveby	Unit 701
	Moises Berezdivin and Diana Berezdivin	Unit 811-812
	Susana Brief and Difasu Usa Inc.	Unit 403
	Juan A. Mora and Ana C. Mora	Unit 1011
	Simon Segal	Unit 1203
	Joseph Noriega and Hilda Noriega	Unit 602
	David Epstein	Unit 901
	Richard Augustine and Carole Augustine	PH-10

*The foregoing list of Universal's insureds that resided within, or owned Units at, Champlain Towers South is incomplete.

EXHIBIT H

FORM OF SETTLEMENT CLASS NOTICE

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-APPROVED NOTICE. YOU ARE NOT BEING SUED.
YOU ARE RECEIVING THIS NOTICE BECAUSE YOU MIGHT BE ELIGIBLE FOR A <u>CASH PAYMENT</u>.
PLEASE READ THIS NOTICE CAREFULLY BECAUSE IT MIGHT AFFECT YOUR RIGHTS IN A LAWSUIT. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOUR RIGHTS WILL BE AFFECTED BASED ON HOW YOU RESPOND TO THIS NOTICE.

1. WHY ARE YOU RECEIVING THIS NOTICE?

You are receiving this notice because you might be eligible for a cash payment as a result of a settlement (the “Settlement”) reached in the class action lawsuit styled *In Re: Champlain Towers South Collapse Litigation* (Case No. 2021-015089-CA-01) (Fla. 11th Cir. Ct.) (the “Lawsuit”).

You have been identified as a potential Settlement Class Member (as explained under Section 3). You have legal rights and options that you may exercise before the Court decides whether to approve the Settlement. This notice has been approved by the Court and summarizes the proposed Settlement. For the precise terms, the complete settlement agreement (the “Settlement Agreement”) is available at www.ctsreceivership.com.

The Settlement is between the Settlement Class (as defined in Section 3), Michael I. Goldberg, in his capacity as Court-appointed receiver in the Lawsuit (the “Receiver”), Champlain Towers South Condominium Association, Inc. (the “CTSCA”), and the Settling Parties (as defined in Section 13 below).

The Court has approved this notice to inform you of your rights in the Settlement. If you meet the requirements to be included in the Settlement Class, as defined herein, you will automatically become a part of it, unless you exclude yourself. As a member of the Settlement Class, you may:

- (a) request a settlement payment (see Section 8);
- (b) object to the Settlement Agreement (see Section 10) and optionally request a settlement payment if the Court approves the Settlement Agreement over your objection; or
- (c) do nothing, in which case you will not receive a settlement payment.

If you do not exclude yourself from the Settlement Class, you will be giving up legal claims against the Settling Parties (as explained under Sections 6 and 7) even if you do not request a settlement payment. Alternatively, you may exclude yourself from the Settlement Class (as explained in Section 9), giving up your right to request a settlement payment but preserving certain rights to

sue the Settling Parties. Before any money is paid, the Court will decide whether to grant final approval of the Settlement.

2. DESCRIPTION OF THE LAWSUIT.

The Champlain Towers South building partially collapsed on June 24, 2021, and the remaining structure was later demolished (the “CTS Collapse”). The CTS Collapse caused the death of 98 individuals, other personal injuries, and substantial property damage. As a result of the CTS Collapse, certain representatives of those who perished and other individuals who lost their homes and belongings filed lawsuits in the Court. These numerous actions were consolidated by Court order into the Lawsuit, i.e., a single class action.

The Settling Parties deny the allegations made against them in the Lawsuit. If the Lawsuit were to continue, they would assert substantial legal and factual defenses. For reasons addressed in Section 5 below, however, the Settling Parties have agreed to the Settlement.

3. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

A class action is a kind of lawsuit. Representative plaintiffs, known as “class representatives” assert claims on behalf of the entire group, or “class.” One court resolves the issues for everyone in the class, except for those who choose to exclude themselves from the class by opting out.

The Settlement Class is defined as: (a) Unit Owners, (b) Invitees, (c) Residents, (d) persons who died or sustained any personal injury (including, without limitation, emotional distress) as a result of the CTS Collapse, (e) persons or entities who suffered a loss of, or damage to, real property or personal property, or suffered other economic loss, as a result of the CTS Collapse, (f) Representative Claimants, and (g) Derivative Claimants.

You are in the settling class (a “Settlement Class Member”) if you do not exclude yourself and:

- (a) were the record owner of a condominium in Champlain Towers South at the time of the CTS Collapse;
- (b) were present at Champlain Towers South at the time of the CTS Collapse;
- (c) resided at Champlain Towers South at the time of the CTS Collapse;
- (d) were physically injured or represent someone who was killed as a result of the CTS Collapse;
- (e) suffered emotional distress as a result of the CTS Collapse;
- (f) suffered damage or destruction of your residence or personal property as a result of the CTS Collapse;
- (g) are a dependent who has the legal right to assert a claim derivatively for one of the previously discussed groups;

- (h) suffered economic losses or damages as a result of the CTS Collapse; or
- (i) are an authorized representative of someone on this list.

The Settlement Agreement available at www.ctsreceivership.com provides a more detailed account of who is included in the Settlement.

4. WHO REPRESENTS THE SETTLEMENT CLASS?

The Court has appointed five class representatives: (1) Raquel Azevedo de Oliveira, as personal representative of the Estates of Alfredo Leone and Lorenzo de Oliveira Leone; (2) Kevin Fang, as personal representative of the Estate of Stacie Fang; (3) Kevin Spiegel, individually and as personal representative of the Estate of Judith Spiegel; (4) Raysa Rodriguez; and (5) Steve Rosenthal, (collectively, the “Class Representatives”).

The Court also appointed lawyers to represent the plaintiffs in the Lawsuit. Those lawyers make up the “Plaintiffs’ Steering Committee.” From the Plaintiffs’ Steering Committee, the Court appointed “Class Counsel,” who represent the Settlement Class Members. Class Counsel are:

CLASS COUNSEL	
Harley S. Tropin Javier A. Lopez	KOZYAK TROPIN & THROCKMORTON LLP 2525 Ponce de Leon Boulevard, 9th Floor Coral Gables, FL 33134 Tel: (305) 372-1800 hst@kttlaw.com
Rachel W. Furst Stuart Z. Grossman	GROSSMAN ROTH YAFFA COHEN, P.A. 2525 Ponce de Leon Boulevard, Suite 1150 Coral Gables, FL 33134 Tel: (305) 442-8666 rwf@grossmanroth.com
Ricardo M. Martinez-Cid	PODHURST ORSECK, P.A. 1 SE 3rd Avenue, Suite 2300 Miami, FL 33131 Tel: (305) 358-2800 rmcid@podhurst.com rmcteam@podhurst.com
Adam M. Moskowitz	THE MOSKOWITZ LAW FIRM, PLLC 2 Alhambra Plaza, Suite 601 Coral Gables, FL 33134 Tel: (305) 740-1423 adam@moskowitz-law.com
Curtis B. Miner	COLSON HICKS EIDSON, P.A. 255 Alhambra Circle, Penthouse

	Coral Gables, FL 33134 Tel: (305) 476-7400 curt@colson.com
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5. THE PROPOSED SETTLEMENT.

After extensive negotiations, the parties have agreed to settle the Lawsuit. Under the proposed Settlement, the Settling Parties have agreed to the creation of a fund (the “Settlement Fund”), which totals **approximately \$[] million**, to make cash payments to the Settlement Class Members (who are awarded damages through the Court ordered claims procedure addressed in Section 8 below). The Court did not decide in favor of any party. Instead, all sides agreed to a Settlement they believe is fair, reasonable, and adequate, after considering the risks and burden of continued litigation. The Class Representatives and Class Counsel believe the proposed Settlement confers substantial benefits on, is in the best interests of the Settlement Class Members, and represents a fair, reasonable, and adequate resolution of the lawsuit.

The Settling Parties deny the claims in the Lawsuit; deny all allegations of wrongdoing, fault, liability, or damage to the Class Representatives, the Settlement Class Members, and the CTSCA; and deny that they acted improperly or wrongfully in any way. The Settling Parties nevertheless recognize the burden and time required to defend the Lawsuit through trial and have taken this into account in agreeing to this Settlement.

6. LEGAL EFFECT OF THE SETTLEMENT (RELEASE OF CLAIMS).

The Settlement provides for a release of claims against the Settling Parties and others. If the Settlement is approved by the Court, the plaintiffs in the Lawsuit and each Settlement Class Member (except those who have excluded themselves from the Settlement Class under Section 9) will release the Settling Parties and related persons and entities from all causes of action related to or arising out of all claims asserted or that could have been asserted in the Lawsuit.

Please refer to the Settlement Agreement at www.ctsreceivership.com for the specific terms of the releases.

If I do not exclude myself, can I sue the Settling Parties for the same thing later?

No. Unless you exclude yourself, you will be bound by the Court’s judgment approving the Settlement, and you give up the right to sue Settling Parties for the claims that this Settlement resolves. If you have a pending lawsuit, you must exclude yourself from this class to continue your own lawsuit.

If I exclude myself, can I get money from the Settlement?

No. If you exclude yourself, you cannot receive any payments, but you retain the right to bring, maintain, or be part of a different lawsuit against Settling Parties.

7. CLASS SETTLEMENT OF CLAIMS AGAINST THE CTSCA AND BAR ORDER.

In addition to the settlement between the Settlement Class Members and the Settling Parties, the Receiver is also entering into a settlement with the Settling Parties which will be separately addressed by the Court. This additional settlement with the Settling Parties will include a bar order (the “Bar Order”) which will prevent all persons —other than people or entities that would have been part of the Settlement Class but submitted an Opt Out—from filing or prosecuting any claims against the Settling Parties or the Settlement Class Members that arise from or relate to, directly or indirectly, the CTS Collapse. In other words, if you submit an Opt Out, the Bar Order may apply to you, and you may not retain the right to bring, maintain, or be part of a different lawsuit against Settling Parties and the Settlement Class Members.

8. HOW DO I MAKE A CLAIM?

Because the Champlain Towers South unit owners have settled their real property claims through a separate settlement agreement dated March 4, 2022, as approved by the Court through the Final Bar Order dated April 6, 2022, only the following claims will be considered as part of this Settlement: (1) wrongful death of a Settlement Class Member as a result off the CTS Collapse; (2) personal injury of a Settlement Class Member as a result of the CTS Collapse; and (3) loss of personal property of a Settlement Class Member (but not owners) who were also resident or invitee as a result of the CTS collapse.

A. SIMPLE CLAIM PROCESS

All Settlement Class Members may complete and execute a simple claim form. The simple claim form allows Settlement Class Members to make claims for pre-set amounts rather than go through the evaluation process by the Court described in Section 8(b) below. A copy of the simple claim form which explains the eligibility for compensation is accessible at www.ctsreceivership.com.

B. FULL CLAIMS PROCESS

For the Settlement Class Members who do not wish to a file the simple claim form, the Court will evaluate all personal injury, wrongful death, and personal property claims pursuant to a claims protocol and review process, review claim forms and supplemental materials, and meet with families and their counsel. The Court will then determine each Settlement Class Member’s eligibility for a monetary payment and the amount of any monetary payment.

Other than making a payment into the Settlement Fund, the Settling Parties have no responsibility for, interest in, or liability with respect to the claims process or claims determinations referenced in Section 8(a) or 8(b) above.

To review the entire claims protocol, any updates to the protocol, and the claim forms, please go to www.ctsreceivership.com.

THE CLAIMS DEADLINE IS JULY 18, 2022

IF YOU PARTICIPATE IN THE CLAIMS PROCESS, ALL AWARD DETERMINATIONS AND ALLOCATIONS BY THE COURT ARE FINAL AND NOT APPEALABLE.

9. OPTING OUT OF THE CLASS.

If you would like to exclude yourself from the Settlement, you must submit a written opt out request, called an “Opt Out.” The Opt Out must include: (i) your full legal name, current address, and telephone number; (ii) a copy of his or her driver’s license or other government issued identification; (iii) a prominent reference to this case, such as “*In Re: Champlain Towers South Collapse Litigation*, Case No. 2021-015089-CA-01 (Fla. 11th Cir. Ct.)”; and (iv) a signed statement to this effect: “I request to be excluded from the Settlement Class in the CTS lawsuit.”

You must either submit the Opt Out yourself or have an authorized representative, such as a lawyer, submit it on your behalf. Even if you submit the Opt Out through an authorized representative, you must sign and date it by hand; electronic signatures will not suffice. If an authorized representative, such as a lawyer, submits the Opt Out on your behalf, the representative must also sign and date the Opt Out and must include the following attestation under penalty of perjury: “I certify and attest to the Court that the person or entity on whose behalf this Opt Out request is submitted has been provided a copy of and an opportunity to read the Class Notice, and has specifically requested to be excluded from this Settlement Class.”

Opt Outs must be submitted **by June 16, 2022**. To submit an Opt Out, you or your authorized representative must mail the Opt Out and email a copy of the Opt Out to the following:

OPT OUT SUBMISSION PROCEDURE	
Mail To: <i>Postmarked by June 16, 2022</i>	In re: CTS Collapse Litigation Claims Administrator Hon. Judge Michael A. Hanzman Thirteenth Judicial Circuit Dade County Courthouse, Room DCC416 73 West Flagler Street Miami, FL 33130
Email Copy To: <i>Delivered by June 16, 2022</i>	Hon. Michael Hanzman (mhanzman@jud11.flcourts.org) Michael Goldberg (michael.goldberg@akerman.com) Harley Tropin (hst@kttlaw.com) Rachel Furst (rwf@grossmanroth.com)

If you choose to submit an Opt Out, the mailed Opt Out must be postmarked by June 16, 2022, and the emailed copy of the Opt Out must be **delivered** by June 16, 2022.

If you submit an Opt Out, you will not receive money from this Settlement, but you will keep your legal rights to any claims that you may have against the Settling Parties. If you do not exclude yourself, you may request a settlement payment pursuant to the claims administration process described in Section 8, but you will be bound by the Court’s judgment and the terms of the Settlement, including all releases.

10. OBJECTING TO THE SETTLEMENT.

If you choose not to exclude yourself from the Settlement, but you think the proposed Settlement is unfair, you have the right to object to the Settlement. This is different than opting out.

No later than June 16, 2022, a Settlement Class Member who wishes to object to any aspect of the Settlement must file with the Court a written statement of the objection(s). The written statement of objection(s) must include a detailed statement of the Settlement Class Member's objection(s), as well as the specific reasons, if any, for each such objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court's attention. That written statement also must contain the Settlement Class Member's printed name, address, telephone number, date of birth, written evidence establishing that the objector is a Settlement Class Member, and any other supporting papers, materials, or briefs the Settlement Class Member wishes the Court to consider when reviewing the objection.

A Settlement Class Member who has not submitted an Opt Out may object on his or her own behalf or through a lawyer. Attorneys asserting objections on behalf of Settlement Class Members must: (i) file a notice of appearance with the Court by the date set forth in the Preliminary Approval Order, or as the Court otherwise may direct; and (ii) file a sworn declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or a copy of the contract (to be filed in camera) between that lawyer and each such Settlement Class Member.

No later than **June 16, 2022**, written objections must be (a) filed with the Court and (b) emailed to Class Counsel, the Receiver, and the Settling Parties at the email addresses below:

To the Court:	In re: CTS Collapse Litigation Claims Case No. 2021-015089-CA-01 Hon. Judge Michael A. Hanzman Thirteenth Judicial Circuit Dade County Courthouse, Room DCC416 73 West Flagler Street Miami, FL 33130
To Class Counsel:	Kozyak Tropin & Throckmorton LLP Attention: Harley S. Tropin hst@kttlaw.com Grossman Roth Yaffa Cohen, P.A. Attention: Rachel W. Furst rwf@grossmanroth.com

To CTSCA or the Receiver:	<p>Akerman LLP Attention: Michael Goldberg michael.goldberg@akerman.com Attention: Christopher Carver christopher.carver@akerman.com</p>
To the Settling Parties:	<p>Phelps Dunbar LLP Attention: Seth M. Schimmel 100 South Ashley Drive Suite 2000 Tampa, FL 33602 seth.schimmel@phelps.com</p> <p>Zetlin & De Chiara LLP Attention: Michael K. De Chiara Attention: Jaimee L. Nardiello 801 Second Avenue New York, NY 10017 mkd@zdlaw.com jnardiello@zdlaw.com</p> <p>Greenberg Traurig, P.A. Attention: Michael J. Thomas 333 S.E. 2nd Avenue Suite 4400 Miami, FL 33131 thomasmic@gtlaw.com</p> <p>Squire Patton Boggs (US) LLP Attention: Andrew R. Kruppa 200 South Biscayne Blvd. Miami, FL 33131 andrew.kruppa@squirepb.com</p>

Class Counsel and the Receiver will ensure that all objections are promptly delivered to the lawyers for all Settling Parties.

If you do not comply with these procedures, including the deadline for submitting written objections, you will lose any opportunity to have your objection considered by the Court, to otherwise contest the approval of the proposed Settlement, and to appeal from any orders or judgments entered by the Court in connection with the proposed Settlement. You will also be deemed to have forfeited all rights you may have to object to the Settlement.

11. THE FAIRNESS HEARING.

The Court has scheduled a fairness hearing on June 23, 2022, at 9:00 a.m. in Courtroom 9-1 of the Miami-Dade Children's Courthouse, located at 155 NW 3rd St, Miami, Florida 33128 (the

“Fairness Hearing”). The Fairness Hearing will address whether the proposed Settlement is fair, reasonable, and adequate and whether the Court should approve it. **The Fairness Hearing date is subject to change. If the Fairness Hearing date or time changes, the new date or time will be posted at www.ctsreceivership.com.**

You may attend the Fairness Hearing. If you intend to appear personally or through your lawyer at the Fairness Hearing and address the Court, you must include a notice of intent to appear along with your objection and file it with the Court, as described above. If the Settlement is approved, any payment awarded through the claims process would issue to the Settlement Class Member after the entire claims process is completed and any appeals are finally resolved. If the Settlement is not approved, no payments will be issued.

12. WHO IS RESPONSIBLE FOR ATTORNEYS’ FEES AND COSTS?

Class Counsel and the Plaintiffs’ Steering Committee may ask the Court for an award of reasonable attorneys’ fees and costs based on their hours worked, their hourly rates, and potentially an appropriate multiplier. Any such award would be paid from the Settlement Fund. Applications for attorneys’ fees or expenses must be filed no later than June 12, 2022.

Other than making a payment into the Settlement Fund, the Settling Parties have no duty to pay or reimburse any other payments, including any fees, expenses, or costs requested by any Settlement Class Member or their attorneys, experts, advisors, or representatives.

13. WHO ARE THE SETTLING PARTIES?

The term “Settling Parties” means the Town of Surfside, Florida, Securitas Security Services USA, Inc., John Moriarty & Associates of Florida, Inc., Stantec Architecture, Inc., Becker & Poliakoff, P.A., DeSimone Consulting Engineering, DPC, f/k/a DeSimone Consulting Engineers, LLC., NV5, Inc., Morabito Consultants, Inc., Bizzi & Partners Development LLC, 8701 Collins Avenue Condominium Association, Inc., 8701 Collins Development, LLC, Terra Group, LLC, Terra World Investments, LLC, Florida Civil, Inc., Chuck’s Backhoe Service, Inc., ASAP Installations LLC, H. Vidal & Associates, Inc., Rhett Roy Landscape Architecture LLC, Concrete Protection and Restoration, Inc., Concrete Protection and Restoration, LLC, Willcott Engineering, Inc., Sammet Pools, Inc., Scott R. Vaughn, PE, LLC, CDPW, Inc., Campany Roof Maintenance, LLC, Western Waterproofing Company of America, d/b/a Western Specialty Contractors of America, Western Holding Group, Inc. a/k/a Western Group, Inc., R.E.E. Consulting, LLC, a Florida limited liability company d/b/a G. Batista & Associates, Geosonics, Inc, O & S Associates, Inc., and Tanenbaum Harber of Florida, LLC.

14. ADDITIONAL INFORMATION.

This notice is a summary of the Lawsuit and the proposed Settlement. You may inspect the pleadings and other papers (including the complete Settlement Agreement) in the Lawsuit at the offices of the Clerk of the Court, 73 W. Flagler Street, Room 133, *Miami*, Florida 33130. If you have any questions about this notice or the proposed Settlement, you may visit www.ctsreceivership.com or contact Class Counsel using the contact information in Section 4.

DO NOT CONTACT THE COURT OR THE SETTLING PARTIES' COUNSEL FOR INFORMATION.

REMINDER
THE OPT OUT DEADLINE IS JUNE 16, 2022
<u>THE CLAIMS DEADLINE IS JULY 18, 2022</u>

EXHIBIT I**SCHEDULE OF SECURITAS' INSURERS**

XL Insurance America, Inc. Policy #: US00005451LI21A Policy Period: 1.1.21 – 1.1.22	XL Insurance America, Inc. Policy #: US 00005452LI21A Policy Period: 1.1.21 – 1.1.22
XL Insurance Company SE Policy #: SE00000429LI21A Policy Period: 1.1.21 – 12.31.21	AIG Europe SA - Sweden Branch Policy #: 113-6092 Policy Period: 1.1.21 – 12.31.21
Zurich Insurance Plc UK Branch Policy #: B1723UBMCI2150002 Policy Period: 1.1.21 – 12.31.21	Chubb European Group SE Policy #: MA119821 Policy Period: 1.1.21 – 12.31.21
Allied World Assurance Company (Europe) dac ("AWAC") Policy #: B1723UBMCI2150006 Policy Period: 1.1.21 – 12.31.21	HDI Global Specialty SE, Sverige (Sweden) Filial Policy #: MA119821 Policy Period: 1.1.21 – 12.31.21
R&V Allgemeine Versicherung AG Policy #: B1723UBMCI2150010 Policy Period: 1.1.21 – 12.31.21	Chubb European Group SE Policy #: MA129821 Policy Period: 1.1.21 – 12.31.21
Markel Insurance SE Policy #: 1516546-3642-XSOCC-2021 / # B1723UBMCI2150054 Policy Period: 1.1.21 – 12.31.21	Great Lakes Insurance SE Policy #: B1723UBMCI2150009 Policy Period: 1.1.21 – 12.31.21
Zurich Insurance Plc UK Branch Policy #: B1723UBMCI2150005 Policy Period: 1.1.21 – 12.31.21	HDI Global Specialty SE, Sverige (Sweden) Filial Policy #: MA139821 Policy Period: 1.1.21 – 12.31.21
Aspen Insurance Ltd (Insurance) for and on behalf of Lloyd's Underwriter Syndicate No. 4711 ASP,; London, England Policy #: B1723UBMCI2150008 Policy Period: 1.1.21 – 12.31.21	Arcadian Risk Capital Ltd. Security: Third Point Reinsurance Company Ltd. Policy #: B1723UBMCI2150055 Policy Period: 1.1.21 – 12.31.21
R+V Allgemeine Versicherung AG Policy #: B1723UBMCI2150012 Policy Period: 1.1.21 – 12.31.21	Berkshire Hathaway European Insurance DAC Policy #: B1723UBMCI2150011 Policy Period: 1.1.21 – 12.31.21

Great Lakes Insurance SE Policy #: B1723UBMCI2150056 Policy Period: 1.1.21 – 12.31.21	QBE Europe SA/NV, Sweden Branch Policy #: MA149821 Policy Period: 1.1.21 – 12.31.21
Allied World Assurance Company (Europe) dac ("AWAC") Policy #: B1723UBMCI2150003 Policy Period: 1.1.21 – 12.31.21	XL Insurance Company SE Policy #: MA159821 Policy Period: 1.1.21 – 12.31.21
American International Group Limited UK Policy # 32020733 / #: B1723UBMCI2150004 Policy Period: 1.1.21 – 12.31.21	Liberty Mutual Insurance Europe SE Policy #: B1723UBMCI2150007 Policy Period: 1.1.21 – 12.31.21

EXHIBIT J**SCHEDULE OF 8701 COLLINS' INSURANCE POLICIES**

Policy	Limit
Penn America Insurance Company Policy No. PAV0252603 Policy Period: 8/1/20 to 8/1/21	\$1,000,000
National Union Fire Insurance Company of Pittsburgh, PA Policy No. EBU 019357984 Policy Period: 8/1/20 to 8/1/21	\$10,000,000
National Union Fire Insurance Company of Pittsburgh, PA Policy No. EBU 014481462 Policy Period: 8/1/19 to 8/1/20	\$10,000,000
Commerce & Industry Insurance Company Policy No. 28197552 Policy Period: 3/20/15 to 3/20/16	\$1,000,000
General Star Indemnity Co. Policy No. IMA-317998 Policy Period: 3/20/15 to 3/20/16	\$1,000,000
Scottsdale Insurance Company Policy No. CPS2245899 Policy Period: 5/12/15 to 5/12/16	\$2,000,000
Scottsdale Insurance Company Policy No. XBS0051269 Policy Period: 5/12/15 to 5/12/16	\$2,000,000
Penn America Insurance Company Policy No. PAV0206189 Policy Period: 8/1/19 to 8/1/20	\$1,000,000
TOTAL SETTLEMENT PAYMENT:	\$28,000,000

EXHIBIT K

SCHEDULE OF CCIP INSURANCE POLICIES

Policy	Limit
Gemini Insurance Company Policy No. CEX09602849-00 Policy Period: 9/1/17 to 3/1/20	\$10,000,000/each occurrence; \$10,000,000 aggregate
Starr Surplus Lines Insurance Co. Policy No. 1000015609 Policy Period: 9/1/17 to 4/1/20	\$25,000,000/each occurrence; \$25,000,000 aggregate
Great American Insurance Co. of New York Policy No. EXC2063550 Policy Period: 9/1/17 to 3/1/20	\$25,000,000/each occurrence; \$25,000,000 aggregate
Endurance Assurance Corp. Policy No. EXC30000449300 Policy Period: 9/1/17 to 3/1/20	\$25,000,000/each occurrence; \$25,000,000 aggregate

EXHIBIT L**SCHEDULE OF JMAF'S OTHER INSURANCE POLICIES**

Policy	Limit
Arch Insurance Company Policy No. 11PKG8931805 Policy Period: 10/31/20 to 10/31/21	\$2,000,000/each occurrence
XL Specialty Insurance Company Policy No. US00068515LI20A Policy Period: 10/31/20 to 10/31/21	Umbrella/Excess \$10,000,000
American Guarantee and Liability Insurance Company Policy No. AEC 9826955-09 Policy Period: 10/31/20 to 10/31/21	First Level Excess \$25,000,000
Starr Indemnity & Liability Company Policy No. 1000586652201 Policy Period: 10/31/20 to 10/31/21	Second Level Excess \$25,000,000
Endurance American Insurance Company Policy No. XSC10008076505 Policy Period: 10/31/20 to 10/31/21	Third Level Excess \$10,000,000
Berkley National Insurance Company Policy No. CEX09602912-03 Policy Period: 10/31/20 to 10/31/21	Fourth Level Excess \$25,000,000
Houston Casualty Company Policy No. H20XC51585-00 Policy Period: 10/31/20 to 10/31/21	Fifth Level Excess \$15,000,000
The North River Insurance Company Policy No. 5228079057 Policy Period: 10/31/20 to 10/31/21	Sixth Level Excess \$10,000,000
Liberty Insurance Underwriters Inc. Policy No. 1000067099-11 Policy Period: 10/31/20 to 10/31/21	Seventh Level Excess \$25,000,000
Allied World Assurance Company (U.S.) Inc. Policy No. 0312-0904 Policy Period: 10/31/20 to 10/31/21	Professional Liability \$10,000,000
TOTAL:	\$ 157,000,000.00

EXHIBIT M
FORM OF RECEIVERSHIP BAR ORDER

[attached]

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

IN RE: CHAMPLAIN TOWERS SOUTH
COLLAPSE LITIGATION,

CLASS REPRESENTATION

CBL DIVISION

CASE NO: 2021-015089-CA-01

FINAL ORDER BARRING, RESTRAINING, AND ENJOINING CLAIMS (I) THAT WERE OR COULD HAVE BEEN ASSERTED IN THE *IN RE: CHAMPLAIN TOWERS SOUTH COLLAPSE LITIGATION* AND (II) ALL OTHER CLAIMS ARISING OUT OF OR RELATED TO THE CHAMPLAIN TOWERS SOUTH COLLAPSE

THIS MATTER came before the Court upon the *Motion for Entry of Bar Order and Incorporated Memorandum of Law* [Filing # _____] (the “**Motion**”) filed by Michael I. Goldberg, in his capacity as the Court-appointed receiver (the “**Receiver**”) of the Champlain Towers South Condominium Association, Inc. (the “**CTSCA**”), in the above-captioned matter (the “**Litigation**”).

On July 2, 2021, the Court appointed the Receiver as receiver of the CTSCA pursuant to the *Agreed Order Appointing Receiver* (“**Receivership Order**”), thereby placing the Association into receivership and establishing this action as encompassed by a receivership proceeding (the “**Receivership Proceeding**”). In so doing and as set forth more fully in the Receivership Order, which is incorporated as though fully set forth herein, the Court granted the Receiver, subject to the Court’s authority, sole authority over all property, assets, and estates of every kind of the CTSCA, whatsoever and wheresoever located, belonging to or in the possession of the CTSCA, including, but not limited to, all offices maintained by the CTSCA, rights of action, books, papers, data processing records, evidences of debt, bank accounts, savings accounts, certificates of deposit, stocks, bonds, debentures and other securities, mortgages, furniture, fixtures, office supplies and

equipment, wherever situated (the “**Receivership Estate**”), and to administer the Receivership Estate as required in order to comply with the directions of the Court.

Pursuant to its *Order Granting Class Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and Certification of the Settlement Class* (the “**Preliminary Approval Order**”), the Court granted preliminary approval of the *In re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement* attached to the Motion as Exhibit A (the “**Settlement Agreement**”), and scheduled a Fairness Hearing in Miami, Florida on _____, 2022, at __: __ __.m. (the “**Final Approval Hearing**”), to consider whether the terms of the Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class, and whether final orders and judgments in accordance with the terms of the Settlement Agreement should be entered, and entry of a proposed Bar Order.¹

On _____, 2022, the Court approved the Class Action Settlement and certified the Settlement Class through issuance of the *Final Order Approving Class Action Settlement Agreement and Certifying Settlement Class* (the “**Final Approval and Certification Order**”).

By way of the Motion, the Receiver requests entry of a litigation bar order (the “**Bar Order**”) permanently barring, restraining, and enjoining any person or entity from asserting (i) any and all claims against any person, individual, or entity, including, but not limited to, the Receiver, the CTSCA, members of the Settlement Class, the Settling Parties, the Released Parties, and any of their employees, independent contractors, attorneys, counselors, experts, or advisors, that were or could have been asserted in the Litigation, and (ii) any and all other claims arising out of or related, directly or indirectly, to the CTS Collapse.

¹ Capitalized terms used in this Order and not defined herein shall have the meanings ascribed to them in the Settlement Agreement or Preliminary Approval Order, as applicable.

This Court is fully advised of the issues in the Litigation, the Receivership Proceeding, and related proceedings before it, as it has previously received evidence, reviewed memoranda, and heard argument concerning the events, circumstances, and transactions related to the CTSCA and the CTS Collapse, which resulted in, among other things, the appointment of the Receiver and establishment of the Receivership Proceeding. In addition, the Court has read and considered the Motion, the Settlement Agreement, the proposed Bar Order, other relevant filings of record, and the arguments and evidence presented at the Final Approval Hearing. Having done so, in addition to the findings of fact and conclusions of law made by the Court in the Final Approval and Certification Order, all of which are incorporated as though fully set forth herein, the Court makes the following additional findings of fact and conclusions of law, as applicable:

1. The Court, as a court of equity, has jurisdiction over the subject matter including, without limitation, jurisdiction to consider the Motion, the Settlement Agreement, and request for this Bar Order, and authority to grant the Motion and enter this Bar Order. *See* Art. V, § 5(b), Fla. Const.; Chapter 718, Florida Statutes; Fla. Stat. § 26.012(2)(c); *English v. McCray*, 348 So. 2d 293, 298 (Fla. 1977) (“Circuit courts of the State of Florida have exclusive jurisdiction of all cases in equity.”) (citations omitted); *Terex Trailer Corp. v. McHwain*, 579 So. 2d 237, 241 (Fla. 1st DCA 1991) (“By constitution and statute, the circuit courts of Florida are vested with exclusive equity jurisdiction.”); *State of Fla., Office of Fin. Regulation v. Berman Mtg. Corp., et al.*, No. 07-43672 CA 09 (Mia. Dade Circuit Ct., Mar. 12, 2010) (Bagley, J.) (citing the foregoing constitutional, statutory, and case authorities in support of an order granting receiver’s motion seeking approval of a settlement and entry of a litigation bar order enjoining lenders and receivership creditors from prosecuting claims against the former auditor of a receivership entity); *Realty Bond & Share Co. v. Englar*, 143 So. 152, 154, 104 Fla. 329, 334 (Fla. 1932) (“The

prevention of multiplicity of actions at law is one of the special grounds of equity jurisdiction and for that purpose the remedy by injunction is freely used.”) (quotation omitted); *see also In re Seaside Eng’g & Surveying, Inc.*, 780 F.3d 1070, 1076 (11th Cir. 2015) (affirming confirmation of chapter 11 plan which included litigation bar order); *SEC v. Kaleta*, 530 F. A’ppx 360 (5th Cir. 2013) (affirming approval of settlement and entry of bar order in equity receivership commenced in a civil enforcement action); *Matter of Munford, Inc.*, 97 F.3d 449 (11th Cir. 1996) (affirming approval of settlement and entry of bar order in bankruptcy case); *In re U.S. Oil and Gas Lit.*, 967 F.2d 480 (11th Cir. 1992) (affirming approval of settlement and entry of bar order in class action lawsuit); *SEC v. Quiros, et al.*, No. 16-cv-21301 (S.D. Fla. Oct. 8, 2016) [ECF No. 231] (approving settlement and bar order in SEC receivership); *SEC v. Mutual Benefits Corp.*, No. 04-60573 [ECF No. 2345] (S.D. Fla. Oct. 13, 2009) (same); *SEC v. Latin American Svcs. Co., Ltd.*, No. 99-2360 [ECF No. 353] (S.D. Fla. May 14, 2002) (same).

2. Through the Receiver’s and Class Counsel’s compliance with the requirements set forth in the Preliminary Approval Order, good and sufficient notice, reasonably calculated under the circumstances, has been provided to notify all affected persons and parties-in-interest of the Motion, the Settlement Agreement, and the Bar Order, and of their opportunity to object thereto, of the deadline for objections, the fact that no untimely objections would be entertained at the Final Approval Hearing, and of their opportunity to appear and be heard at the Final Approval Hearing concerning these matters.

3. Accordingly, all affected parties were furnished a full and fair opportunity to object to the Motion, the Settlement Agreement, the Bar Order, and all matters related thereto, and to be heard at the Final Approval Hearing. The notice provided complied with all requirements of applicable law, including, without limitation, the Florida Rules of Civil Procedure, the Court’s

rules, and the due process and all other relevant requirements of the United States Constitution and the Florida Constitution.

4. The Settlement Agreement is the product of extensive good faith negotiations by competent, experienced, and conflict free counsel, undertaken at arm's length, and not collusive. The Settlement Agreement is unquestionably in the best interests of the Receivership Estate, and the Receiver's decision to enter into the Settlement Agreement is a prudent exercise of his business judgment which is well within the scope of his discretion acting on behalf of the Association and as a fiduciary to its creditors for multiple reason, including, but not limited to, the following:

a. The asserted and possible claims, crossclaims, and counterclaims in the Litigation on behalf of and against and between the Receivership Estate and the various Parties and others involve numerous third parties, disputed facts, and issues of law that would require substantial time and expense to litigate, with significant uncertainty as to the outcome of the litigation, the measurement of damages, the allocation of benefits to each Class Member, and any ensuing appeals. Such litigation is necessarily costly and burdensome, involves a highly complex set of facts, multiple witnesses requiring numerous depositions, substantial discovery, expert analysis, and legal arguments, and would take a substantial amount time to complete.

b. The CTSCA denies that it is liable with respect to the underlying and tragic Collapse of the Condominium and related damages, instead, asserts that fault lies with multiple other parties and non-parties. However, establishing the CTSCA's non-liability and litigating against the allegedly-responsible persons would be a tremendous burden on the Receivership Estate, with no certainty as to the outcome.

5. Based upon the foregoing, the Court further finds and concludes that (i) entry into the Settlement Agreement is a prudent exercise of business judgment by the Receiver; (ii) the

Settlement Agreement is the product of extensive good faith negotiations by competent, experienced, and conflict free counsel, undertaken at arm's length, and not collusive and is fair, adequate, and reasonable, will obviate the need for continued substantial litigation and avoid the extensive time and financial expense necessarily associated therewith; (iii) the interests of all affected persons and entities were fairly and reasonably considered and addressed; (iv) the rights to due process of all parties-in-interest were protected by the procedures the Court adopted in the Preliminary Approval Order, and that, therefore, the requested Bar Order should issue.

Based on the foregoing findings of fact and conclusions of law, the Court **ORDERS, ADJUDGES, AND DECREES** as follows:

1. The Motion is **GRANTED** as set forth herein. Any objections to the Motion or the entry of this Order are overruled to the extent not otherwise withdrawn or resolved. Any other objections to the Motion or the entry of this Bar Order, including, but not limited to, those not timely filed, are deemed waived and/or overruled.

2. As set forth in more detail in Paragraph 4 below, all persons, individuals, or entities are permanently barred, restrained, and enjoined from asserting (i) any and all claims against any person, individual, or entity, including, but not limited to the Receiver, the CTSCA, members of the Settlement Class, the Settling Parties, the Released Parties, and any of their attorneys, counselors, experts, or advisors, that were or could have been asserted in the Litigation and (ii) any and all other claims arising out of or related to, directly or indirectly, the CTS Collapse.

3. This Bar Order is well within the scope of the Court's equity jurisdiction pursuant to the Florida Constitution, Florida Statutes, and Florida caselaw. *See* Art. V, § 5(b), Fla. Const.; Chapter 718, Florida Statutes; Fla. Stat. § 26.012(2)(c); *English*, 348 So. 2d at 298 ("Circuit courts of the State of Florida have exclusive jurisdiction of all cases in equity."); *Terex Trailer Corp.*,

579 So. 2d at 241; *State of Fla., Office of Fin. Regulation, supra* (approving litigation bar order enjoining lenders and receivership creditors from prosecuting claims against former auditor of receivership entity); *Realty Bond & Share Co.*, 142 So. at 154 (prevention of multiplicity of actions at law is one of special grounds of equity jurisdiction and for that purpose the remedy by injunction is freely used); *see also SEC v. Kaleta, supra* (affirming approval of settlement and entry of bar order in equity receivership commenced in a civil enforcement action); *In re Seaside Eng'g & Surveying, Inc., supra* (affirming confirmation of chapter 11 plan which included litigation bar order); *Matter of Munford, Inc., supra* (affirming approval of settlement and entry of bar order in bankruptcy case); *In re U.S. Oil and Gas Lit., supra* (affirming approval of settlement and bar order in class action lawsuit); *SEC v. Quiros, supra* (approving bar order in SEC receivership); *SEC v. Mutual Benefits Corp., supra* (same); *SEC v. Latin American Svcs. Co., Ltd., supra* (same).

4. **BAR ORDER: THE BARRED PERSONS ARE PERMANENTLY BARRED, ENJOINED, AND RESTRAINED FROM ENGAGING IN THE BARRED CONDUCT AGAINST THE BENEFICIARIES WITH RESPECT TO THE BARRED CLAIMS**, as those terms are herein defined. This Bar Order does not alter or amend the rights and obligations, if any, of a Released Party and such Released Party's respective insurers to each other under any policy of insurance. Furthermore, this Bar Order does not apply to claims by insurers against their reinsurers or their retrocessionnaires. In the event of any conflict between the terms of Section 7.8 of the Settlement Agreement and this Bar Order, the terms of Section 7.8 of the Settlement Agreement shall control.

- a. **"Barred Persons"**: Any person or entity that possesses Barred Claims;
- b. **"Barred Conduct"**: instituting, reinstituting, amending, intervening in, initiating, commencing, maintaining, continuing (including by filing any motion to vacate any

previously issued order), filing, encouraging, soliciting, supporting, participating in, collaborating in, otherwise prosecuting, or otherwise pursuing or litigating in any case or manner, whether pre-judgment or post-judgment, or enforcing, levying, employing legal process, attaching, garnishing, sequestering, bringing proceedings supplementary to execution, collecting or otherwise recovering, by any means or in any manner, based upon any liability or responsibility, or asserted or potential liability or responsibility, directly or indirectly, relating in any way to the Barred Claims;

c. **“Barred Claims”**: any and all claims, actions, lawsuits, causes of action, investigation, demand, complaint, cross-claims, counterclaims, or third-party claims or proceeding of any nature, including, but not limited to, litigation, arbitration, or other proceeding, in any federal or state court, or in any other court, arbitration forum, administrative agency, or other forum in the United States or elsewhere, whether arising under local, state, federal, or foreign law, regulation, or rule, that in any way relate to, are based upon, arise from, or are connected with the Released Claims or interests of any kind as set forth in the Settlement Agreement, the facts and claims that were, or could have been asserted, in the Litigation, the Receivership Proceeding, or any other proceeding involving the CTSCA, the Receiver, the Receivership Estate, the Class Members, or the Parties, which arise directly or indirectly in any manner whatsoever from the CTSCA’s or the Parties’ activities, work, conduct, omissions, or services as related to, directly or indirectly, Champlain Tower South, the CTS Collapse, or the Settlement Agreement, to the broadest extent permitted by law.

d. **“Beneficiaries”**: (i) the CTSCA, (ii) the Receiver, (iii) the Receivership Estate, (iv) the Parties, (v) the Released Parties, (vi) the Class Members, and (vii) the Unit Owners,

(viii) every present and former member of the board of directors of the CTSCA, and (ix) and any of their employees, independent contractors, attorneys, counselors, experts, or advisors.

5. Any person or entity prosecuting claims against the Beneficiaries in any proceeding including Barred Claims in any lawsuit or action, including the Class Action Lawsuit are directed and authorized to dismiss their claims against any Beneficiary with prejudice, with no party admitting to wrongdoing or liability and all parties responsible for their own attorney's fees and other litigation costs and expenses at any level of court proceeding.

6. The Court retains continuing and exclusive jurisdiction to construe, interpret, and enforce this Order. *See, e.g., City of North Miami v. M.L. & L. Enterps.*, 294 So. 2d 42, 44 (Fla. 3d DCA 1974) ("a court which has granted a permanent injunction has inherent power to enforce it"). This retention of jurisdiction is not a bar to any person, including the Settling Parties, from raising the Bar Order to obtain its benefits or seeking to dismiss a claim or cause of action.

DONE AND ORDERED in Chambers at Miami, Florida, this ____ day of _____, 2022.

MICHAEL A. HANZMAN
CIRCUIT COURT JUDGE

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT, IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2021-015089-CA-01

SECTION: CA43

JUDGE: Michael Hanzman

In re:
Champlain Towers South Collapse Litigation

**ORDER GRANTING CLASS PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT AND
CERTIFICATION OF THE SETTLEMENT CLASS**

This cause is before the Court upon Class Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and for Certification of the Settlement Class ("Motion for Preliminary Approval"). In accordance with Rule 1.220 of the Florida Rules of Civil Procedure, the Court has considered the In re: Champlain Towers South Collapse Litigation Class Action Settlement Agreement ("Settlement Agreement") executed on behalf of Plaintiffs Raquel Azevedo de Oliveira, as personal representative of the Estates of Alfredo Leon and Lorenzo de Oliveira Leone; Kevin Spiegel as personal representative of the Estate of Judith Spiegel; Kevin Fang as personal representative of the Estate of Stacie Fang; Raysa Rodriguez; and Steve Rosenthal, individually and on behalf of the class defined below (collectively, the "Class Plaintiffs") and the Town of Surfside, Florida (the "Town of Surfside"), Securitas Security Services USA, Inc., a Delaware corporation ("Securitas"), John Moriarty & Associates of Florida, Inc., a Massachusetts corporation ("JMAF"), Stantec Architecture Inc., a North Carolina corporation ("Stantec"), Becker & Poliakoff, P.A., a Florida professional corporation ("Becker"), DeSimone Consulting Engineering, DPC, a New York design professional corporation f/k/a DeSimone Consulting Engineers, LLC, a Delaware limited liability company ("DeSimone"), NV5, Inc., a Delaware corporation ("NV5"), Morabito Consultants, Inc., a Maryland corporation ("Morabito"), Bizzi &

Partners Development LLC, a Delaware limited liability company (“B&PD”), 8701 Collins Avenue Condominium Association, Inc., a Florida not-for-profit corporation (the “87 Park Association”), 8701 Collins Development, LLC, a Delaware limited liability company (“8701 Collins”), Terra Group, LLC, a Florida limited liability company (“TG”), Terra World Investments, LLC, a Florida limited liability company (“TWI”), Florida Civil, Inc., a Florida corporation (“Florida Civil”), Chuck’s Backhoe Service, Inc., a Florida corporation (“Chuck’s Backhoe”), ASAP Installations LLC, a Florida limited liability company (“ASAP Installations”), H. Vidal & Associates, Inc., a Florida corporation (“HVA”), Rhett Roy Landscape Architecture LLC, a Florida limited liability company (“Rhett Roy”), Concrete Protection and Restoration, Inc., a Maryland corporation (“CP&R”), Concrete Protection and Restoration, LLC, a Florida limited liability company (“CP&R LLC”), Willcott Engineering, Inc., a Florida corporation (“Willcott”), Sammet Pools, Inc., a Florida corporation (“SPI”), Scott R. Vaughn, PE, LLC, a Florida limited liability company (“Vaughn PE”), CDPW, Inc., a Florida corporation (“CDPW”), Campany Roof Maintenance, LLC, a Florida limited liability company (“CRM”), R.E.E. Consulting, LLC, a Florida limited liability company d/b/a G. Batista & Associates (“Batista”), Western Waterproofing Company of America, a Missouri corporation d/b/a Western Specialty Contractors of America (“Western Waterproofing”), Western Holding Group, Inc. a/k/a Western Group, Inc., a Missouri corporation (“Western Group”), Geosonics, Inc., a Pennsylvania corporation (“Geosonics”), and O & S Associates, Inc., a New York corporation (“OSA”), and Tanenbaum Harbor of Florida, LLC, a Florida limited liability company (“Tanenbaum”) (the Town of Surfside, Securitas, JMAF, Stantec, Becker, Morabito, DeSimone, NV5, B&PD, the 87 Park Association, 8701 Collins, TG, TWI, Florida Civil, Chuck’s Backhoe, ASAP Installations, HVA, Rhett Roy, CP&R, CP&R LLC, Willcott, SPI, Vaughn PE, CDPW, CRM, Batista, Western Waterproofing,

Western Group, Geosonics, OSA, and Tanenbaum are each a “Settling Party” and, collectively, the “Settling Parties”).

In addition to the class action proceedings in this action, the Court also instituted a receivership proceeding within this action, appointing Michael I. Goldberg as the Receiver for the Champlain Towers South Condominium Association, Inc. (“CTSCA”), on July 2, 2021. The Receiver is a party to the Settlement Agreement and, through this Order, the Court separately authorizes the Receiver’s execution of the Settlement Agreement on behalf of the CTSCA.

Upon review of the Settlement Agreement and Class Plaintiffs’ Motion for Preliminary Approval, the Motion for Preliminary Approval is hereby **GRANTED**.

1. The terms of the Settlement are within the range of reasonableness and accordingly are preliminarily approved. In addition, this Court finds that certification of the Settlement Class satisfies the requirements of Florida Rule of Civil Procedure 1.220, and Class Counsel and the Settlement Class Representatives fairly and adequately represent the interests of the Settlement Class. This preliminary approval is subject to further consideration at the Final Approval Hearing.

2. For the reasons set forth below, subject to final approval, this Court hereby preliminarily certifies the following Settlement Class:

all (a) Unit Owners, (b) Invitees, (c) Residents, (d) persons that died or sustained a personal injury (including emotional distress) as a result of the CTS Collapse, (e) persons or entities that suffered a loss of or damage to real property or personal property, or suffered other economic loss, as a result of the CTS Collapse, (f) Representative Claimants, and (g) Derivative Claimants.

3. Excluded from the Settlement Class is any Unit Owner, Resident, Invitee, Representative Claimant, Derivative Claimant, or other person or entity otherwise included in the Settlement Class, who timely and properly exercises the right to exclude himself, herself, or itself from the Settlement Class

4. The Court hereby appoints Harley S. Tropin and Javier A. Lopez of Kozyak Tropin & Throckmorton LLP, Rachel W. Furst and Stuart Z. Grossman of Grossman Roth Yaffa Cohen, P.A., Ricardo M. Martinez-Cid of Podhurst Orseck, P.A., Adam M. Moskowitz of The Moskowitz Law Firm, PLLC, and Curtis B. Miner of Colson Hicks Eidson as Settlement Class Counsel.

5. The Court finds that, for purposes of this agreed settlement class only, the class certification prerequisites set forth in Florida Rule of Civil Procedure 1.220 have been met for the purpose of the certification of a settlement class. By so doing, the Court does not take a position as to whether the class is appropriate for class certification in the event that the settlement does not become final and the issue of class certification is contested. This finding is without prejudice to the Settling Parties' right to contest class certification if this Settlement does not become final.

6. At the Final Approval Hearing, the Court will consider whether the terms of the Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class, and whether final orders and judgments in accordance with the terms of the Settlement Agreement should be entered.

7. The Court preliminarily finds that the Settlement Agreement: (1) was reached after arm's-length negotiations before two distinguished mediators, and after substantial factual and legal analyses by the parties; and (2) provides a substantial cash payment to the Settlement Class, especially considering the risks associated with this litigation.

8. The Court approves, as to form and content, the Notice submitted by the parties (the "Notice") and finds that the procedures described therein meet the requirements of Florida Rule of Civil Procedure 1.220 and due process and provide the best notice practicable under the circumstances. The proposed Class Notice is reasonably calculated to reach a substantial percentage, if not all, of the Class Members. The Receiver, Michael I. Goldberg, shall act as the Settlement Administrator.

9. Specifically, service or publication of the Notice in accordance with the manner and method set forth in Article 9 of the Settlement Agreement constitutes good and sufficient notice, and is reasonably calculated under the circumstances to notify all interested parties of the Motion for Preliminary Approval, the Settlement Agreement, Settlement Class Release, and the proposed Bar Order, and of their opportunity to object thereto and attend the Final Approval Hearing (defined below) concerning these matters; furnishes all parties in interest a full and fair opportunity to evaluate the settlement and object to the Motion for Preliminary Approval, the Settlement Agreement, Settlement Class Release, the proposed Bar Order, and all matters related thereto; and complies with all requirements of applicable law, including, without limitation, the Florida Rules of Civil Procedure, the Court's local rules, and the Constitution. The Receiver is directed to file with this Court, no later than 5 days before the Final Approval Hearing (defined below), written evidence of compliance with the notice requirements of this paragraph, which may be in the form of an affidavit or declaration.

11. **Final Hearing.** The Court will schedule a hearing for June 23, 2022, at 9:00 a.m. in Courtroom 9-1 of the Miami-Dade Children's Courthouse, located at 155 NW 3rd St, Miami, Florida 33128 (the "**Final Approval Hearing**"). A Zoom link will be circulated before the Final Approval Hearing for use by those who may not wish to attend the Final Approval Hearing in person. The purposes of the Final Approval Hearing will be to consider final approval of the Settlement Agreement and entry of a Final Approval Order, as well as a Bar Order.

12. **Objection Deadline, Objections, and Appearances at the Final Approval Hearing.**

Any person who objects to the terms of the Settlement Agreement, the Bar Order, the Motion for Preliminary Approval, or any of the relief related to any of the foregoing must file an objection, in writing, with the Court pursuant to the Court's procedures, no later than June 16, 2022. The written statement of objection(s) must include a detailed statement of the Settlement

Class Member's objection(s), as well as the specific reasons, if any, for each such objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court's attention. That written statement also must contain the Settlement Class Member's printed name, address, telephone number, and date of birth, written evidence establishing that the objector is a Settlement Class Member, and any other supporting papers, materials, or briefs the Settlement Class Member wishes the Court to consider when reviewing the objection. A written objection may not be signed using any form of electronic signature and must contain the dated Personal Signature of the Settlement Class Member making the objection.

A Settlement Class Member may object on his, her or their own behalf, or through an attorney hired by that Settlement Class Member, provided the Settlement Class Member has not submitted a written request to Opt Out. Attorneys asserting objections on behalf of Settlement Class Members must: (a) file a notice of appearance with the Court by the date set forth in the Preliminary Approval Order, or as the Court otherwise may direct; (b) file a sworn declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or a copy of the contract (to be filed in camera) between that attorney and each such Settlement Class Member; and (c) comply with the procedures described in Article 9 of the Settlement Agreement.

Written objections must be filed with the Court and served upon Class Counsel, the Receiver, and the Settling Parties via email and First-Class Mail at the addresses and delivered no later than June 16, 2022, as follows.

To the Clerk of Court:	Attn: Clerk of Court
	73 W. Flagler Street
	Room 133
	<i>Miami</i> , Florida 33130

To Class Counsel: Kozyak Tropin & Throckmorton LLP
Attention: Harley S. Tropin
2525 Ponce de Leon Blvd.
9th Floor
Coral Gables, Florida 33134
hst@kttlaw.com

and

Grossman Roth Yaffa Cohen, P.A.
Attention: Rachel W. Furst
2525 Ponce de Leon Blvd.
Suite 1150
Coral Gables, Florida 33134
rwf@grossmanroth.com

To CTSCA or the Receiver: Akerman LLP
Attention: Michael Goldberg
Attention: Christopher Carver
201 East Las Olas Boulevard
Suite 1800
Fort Lauderdale, Florida 33301
michael.goldberg@akerman.com
christopher.carver@akerman.com

To the Settling Parties: Greenberg Traurig, P.A.
Attention: Michael J. Thomas
Attention: David B. Weinstein
333 S.E. 2nd Avenue
Suite 4400
Miami, Florida 33131
thomasmic@gtlaw.com
weinsteind@gtlaw.com

Any person who fails to file an objection by the time and in the manner set forth in this paragraph shall be deemed to have waived the right to object, including any right to appeal, and the right to appear at the Final Approval Hearing, and such person shall be forever barred from raising such objection in this action or any other action or proceeding, subject to the discretion of this Court.

13. **Responses to Objections.** Any party to the Settlement Agreement may respond to an objection filed pursuant to this Order. To the extent any person filing an objection cannot be

served through the Court's electronic system, a response must be served to the email address provided by that objector, or, if no email address is provided, to the mailing address provided.

14. **Right to Opt-Out:** Settlement Class Members will also have until June 16, 2022 to opt out of the Settlement. Settlement Class Members who opt out of the Settlement Class will not be eligible for any settlement benefits and will not be bound by any judgment or release in the Action. If Settlement Class Members want to exclude themselves from the Settlement Class, they must submit a written opt-out request ("Opt-Out") electronic mail and U.S. Mail to the addresses listed in Section 12 above that includes: (i) their full legal name, current address, telephone number, date of birth, and enclose a copy of their driver's license or other government issued identification, as well as an explanation as to how they are in fact an appropriate Settlement Class Member (ii) a prominent reference to this Action as follows: "*In Re: Champlain Towers South Collapse Litigation* (Case No.: 2021-015089-CA-01) (Fla. 11th Jud. Cir.); and (iii) a signed statement to the following effect: "I request to be excluded from the Settlement Class in the *CTS* lawsuit."

15. A separate opt-out request must be submitted by each person requesting exclusion from the Settlement. A written request to opt out may not be signed using any form of electronic signature but must contain the dated Personal Signature of the Unit Owner, Invitee, Resident, Representative Claimant, or Derivative Claimant seeking to exclude himself or herself from the Settlement Class. Attorneys for Settlement Class Members may submit an Opt-Out on behalf of a Settlement Class Member, but such request must contain the Personal Signature of the Settlement Class Member.

16. Opt-out requests must be delivered to the same addresses listed in Section 12 above by June 16, 2022. If a Class Member chooses to opt out, the Class Member is responsible for ensuring that the request is delivered to the following address by the deadline. If the opt-out request

is not timely delivered, the right to opt out will be waived and forfeited. Class Members who opt out of the Settlement Class will not be eligible for any settlement benefits and will not be bound by any judgment or release in the Action.

17. A Class Member who does not properly and timely exclude himself, herself, or itself from the Settlement Class will be bound by the Settlement Agreement and the Releases, as provided for therein, and by any judgments in this action.

18. **Settlement of Claims Against the CTSCA and the Bar Order** In addition to the settlement between the Class and the Settling Defendants set forth in the Settlement Agreement, the Receiver also entered into a settlement with the Settling Defendants, which will be separately addressed by the Court in the Receivership Proceeding part of the Action. The Receiver's settlement with the Settling Defendants includes a "Bar Order," which will prevent any and all persons from filing or prosecuting any claims against the Settling Defendants (or anyone else) that arise from or are related to, directly or indirectly, the CTS Collapse. As a result of the Bar Order, a person submitting an Opt-Out and excluding him/her/or itself from the Settlement Class may not be able to assert a claim outside of the Class because the Bar Order may prevent such person from prosecuting any and all claims against the Settling Defendants or anyone else.

19. **Adjustments Concerning Hearing and Deadlines.** The date, time, and place for the Final Approval Hearing, and the deadlines and other requirements in this Order, shall be subject to adjournment, modification, or cancellation by the Court without further notice other than that which may be posted by means of the Court's electronic system or on the Receiver's website (<https://ctsreceivership.com/>). If no objections are timely filed or if the objections are resolved before the hearing, the Court may cancel the Final Approval Hearing and enter the Final Approval Order and Bar Order without further hearing or notice.

20. The Court retains jurisdiction to consider all further matters relating to the Motion or the Settlement Agreement, including, without limitation, entry of an Order finally approving the Settlement Agreement.

DONE AND ORDERED in Chambers at Miami, Florida, this ____ day of _____, 2022.

MICHAEL HANZMAN
CIRCUIT COURT JUDGE