

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement Agreement”) by and between Broward County, a political subdivision of the State of Florida (“County”), Jones Benitez Corporation, a Florida Corporation (“JBC”), and Lexon Insurance Company, a Texas Corporation (“Lexon”) (each a “Party” and collectively, the “Parties”), is entered into and effective as of the date it is fully executed by all Parties.

RECITALS

A. County and JBC entered into an agreement titled Contract Between Broward County and Jones Benitez Corporation for Quiet Waters Park – Camping Cabins Bid/Contract No.: N2114823C1, on December 12, 2017 (the “Contract”), with the required work under the contract including the construction of three camping cabins along with associated site work including, but not limited to, roadwork, water and sewer, electrical service, parking areas, and landscaping (the “Project”).

B. On March 27, 2020, JBC posted a performance bond ensuring JBC’s performance on the Project. Lexon is the surety that issued to County a performance bond to secure the performance of JBC (“Bond Contract”).

C. A dispute between County and JBC arose during construction of the Project that ultimately led to County terminating the Contract.

D. On June 28, 2023, JBC filed Case No.: CACE-23-015099 in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida (“Lawsuit”), and brought claims against the County for breach of contract and wrongful termination (“JBC Claims”). County counterclaimed against JBC and brought claims for breach of contract, negligence, contractual indemnification, and violation of Broward County’s False Claims Ordinance (“County Claims”). The County also brought a claim against Lexon for breach of contract on the Bond Contract (“County Bond Claim”).

E. The Parties have engaged in negotiations in an effort to amicably resolve all claims the Parties have asserted against one another arising out of or relating to the Contract and the Project.

F. The Parties desire to memorialize in writing their negotiations to resolve the Parties’ respective claims so that the resolution of all issues is binding upon them.

NOW, THEREFORE, in consideration of the foregoing representations and mutual covenants, promises, and considerations hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, it is hereby agreed between the Parties as follows:

1. **Recitals:** The foregoing recitals are true and correct and by this reference thereto are incorporated herein and made a part hereof.

2. **Terms of Settlement:** Within ten (10) calendar days after the date this Settlement Agreement has been fully executed by all Parties, Lexon shall pay to County the sum of Four Hundred Forty-nine Thousand Four Hundred Thirty-three Dollars and Seventy-one Cents (\$449,433.71) ("Settlement Payment") in full and final settlement of all claims asserted in the Lawsuit relating to the County, including the County Claims against JBC, the JBC Claims against the County, and the County Bond Claim against Lexon. Within three (3) business days following County's receipt of the Settlement Payment, County and JBC shall file a Stipulation for Voluntary Dismissal with Prejudice of all aforementioned claims. Except as expressly stated in Paragraph 5, the Parties shall each bear their own attorneys' fees and costs relating to the Lawsuit. Upon receipt by County of the aforementioned Settlement Payment and the filing of the Stipulation for Voluntary Dismissal with Prejudice described above, the termination of JBC for cause shall be automatically converted to a termination for convenience; however, JBC shall be entitled to no additional compensation, payments, or equitable adjustments of any kind as a result of County converting the termination for cause to a termination for convenience. Upon completion of the foregoing requirements (i.e., County's receipt of the Settlement Payment and the filing of the Stipulation for Voluntary Dismissal with Prejudice), the County shall provide JBC with a letter on its letterhead from the Director of the Broward County Parks and Recreation Division stating the following: "The termination of the contract titled Contract Between Broward County and Jones Benitez Corporation for Quiet Waters Park – Camping Cabins Bid/Contract No.: N2114823C1, has been converted from a termination for cause to a termination for convenience pursuant to that settlement agreement entered into by Broward County, Jones Benitez Corporation, and Lexon Insurance Company."

3. **No Admission:** By entering into this Settlement Agreement, no Party admits fault or liability, but rather the Parties have agreed to the terms of this Settlement Agreement as a compromise of disputed claims in the interest of avoiding the costs and uncertainty of litigation.

4. **Mutual Final Releases:** By execution of this Settlement Agreement, JBC and County, and County and Lexon, hereby release, waive, and discharge each other from any and all claims, demands, damages, causes of action, actions, subrogation claims, litigation costs, including, but not limited to, attorney's fees, and losses of every kind and nature, whether known or unknown, asserted or unasserted, patent or latent, arising from or relating to the Lawsuit, the Contract, or the Project. JBC and County, and County and Lexon, further expressly covenant, promise, and agree, for themselves and their respective successors and assigns, that they shall be and are hereby forever barred and permanently enjoined from asserting any and all claims, supplemental claims, causes of action, subrogation rights, or damages arising from or relating to the Contract, the Bond Contract, or the Project against one another except that Lexon does not release and expressly reserves all rights against JBC, Yvette Benitez, and Jeffrey Jones including all rights under the General Agreement of Indemnity between Lexon, JBC, Yvette Benitez, and Jeffrey Jones effective 12 February, 2020. Any Party may enforce the requirement that another Party comply with the terms and conditions set forth in this Settlement Agreement notwithstanding the release contained in this Paragraph. This Agreement has no effect on the pending claims between JBC and Via Design Studio, LLC and Anna Paula Ibarra. This release also does not release any claims for indemnity by Lexon against JBC, Yvette Benitez, and Jeffrey Jones.

5. **Default:** In the event of a default of any of the covenants and conditions set forth herein that is not cured by the defaulting Party within fifteen (15) business days after written notice from the non-defaulting Party(s), the non-defaulting Party(s) shall have the right to seek Court enforcement of this Settlement Agreement. Attorneys' fees and costs to enforce this Settlement Agreement will be recoverable by the prevailing Party in connection with such enforcement action.

6. **Binding Effect:** The undersigned represent that they are empowered by their respective Parties to enter into this Settlement Agreement on behalf of their respective Party and to bind their respective Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties, and the respective successors, assigns, trustees, receivers, and personal representatives of the Parties hereto. The only condition to the binding effect of this Settlement Agreement is Broward County Commission approval. County will seek approval of this Settlement Agreement at its County Commission meeting of either October 21, 2025, or November 13, 2025 (based on the timing of all parties agreeing to this draft). Should the Broward County Commission not approve this Settlement Agreement by November 13, 2025, the terms and conditions hereof shall automatically become null and void and shall have no binding effect upon the Parties, and this Settlement Agreement, drafts thereof, and any documents related to the consideration of this Settlement Agreement by the Broward County Commission shall not be admissible in nor used in any future litigation.

7. **Full Disclosure:** The Parties acknowledge and agree that each is releasing certain rights and assuming certain duties and obligations that, but for this Settlement Agreement, would not have been released or assumed. Accordingly, the Parties agree that this Settlement Agreement is fully and adequately supported by consideration and is fair and reasonable, that the Parties have had the opportunity to consult with and have in fact consulted with such experts of their choice as they may have desired, and that they have had the opportunity to discuss this matter with counsel of their choice.

8. **Governing Law and Venue:** The Parties acknowledge and agree that this Settlement Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Settlement Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs. **To encourage prompt and equitable resolution of any litigation that may arise hereunder, each Party hereby waives any rights it may have to a trial by jury of any such litigation.**

9. **Severability:** The Parties acknowledge and agree that, if any part, term, or provision of this Settlement Agreement is determined by any court of competent jurisdiction to be invalid, illegal, or in conflict with any law of Florida, such provision shall be severed from the Settlement Agreement and the validity of the remaining portions or provisions shall not be affected thereby and shall remain in full force and effect.

10. **Merger:** This Settlement Agreement incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Settlement Agreement that are not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

11. **Joint Preparation:** The Parties acknowledge that they have sought and received (or have had the opportunity to seek and receive) whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and acknowledge that the preparation of this Settlement Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

12. **Counterparts:** This Settlement Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

13. **Captions:** The captions of the sections of this Settlement Agreement are for convenient reference only and shall not affect the construction nor interpretation of any of the terms and provisions set forth herein.

14. **Survival of Provisions:** All covenants, warranties, and representations contained in this Settlement Agreement shall survive the consummation of said transaction.

15. **Further Assurance:** The Parties shall execute all such further instruments, and agree to take all such further actions, that may be reasonably required by the other Party to fully effectuate the terms and provisions of this Settlement Agreement and the transactions contemplated herein.

16. **Modification:** No change or modification of this Settlement Agreement shall be valid unless in writing and signed by all Parties hereto. No waiver of any of the provisions of this Settlement Agreement shall be valid unless in writing and signed by the Party against whom it is sought to be enforced.

17. **Notice:** In order for notice to a Party to be effective under this Settlement Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with this section:

For County:

Broward County Attorney's Office

Attn: Andrew J. Meyers

115 South Andrews Avenue, Room 423

Fort Lauderdale, FL 33301

ameyers@broward.org

Copies to: mkerr@broward.org and jragatz@broward.org

For JBC:

Yvette Benitez

Jones Benitez Corporation

12605 NW 115th Avenue; B-101

Medley, FL 33178

yvette@jonesbenitez.com

Copy to:

Mike Piscitelli VLP Copenhaver Espino

200 SW 1st Avenue; Suite 830

Ft. Lauderdale, FL 33301

mpiscitelli@vplaw.com

For Lexon:

Gavin Lankford

Vice President, Surety Claims

12890 Lebanon Road

Mt. Juliet, TN 37122

glankford@sompo-intl.com

Vicki Batson

AVP, Surety Claims Specialist

12890 Lebanon Road

Mt. Juliet, TN 37122

VBatson@sompo-intl.com

18. **Third-Party Beneficiaries:** The Parties do not intend to directly or substantially benefit a third party by entering into this Settlement Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Settlement Agreement.

19. **Representation of No Assignment:** The Parties each expressly warrant, represent, and covenant to the Parties released herein that the respective Party is presently the legal owner and holder of the claims or causes of action released hereby, and that they have not expressly or impliedly assigned, transferred, pledged, or otherwise disposed of any such rights, claims, demands, or causes of action being described herein and released hereby, and each Party is expressly relying upon said warrant, representation, and covenant.

IN WITNESS WHEREOF, the Parties have made and executed this Settlement Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 13th day of November, 2025, and Jones Benitez Corporation, signing by and through its President, duly authorized to execute same, and Lexon Insurance Company, signing by and through its Senior Vice President, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2025

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: **JENNIFER RAGATZ** Digitally signed by JENNIFER RAGATZ
Date: 2025.10.22 14:21:59
-04'00'

Jennifer Ragatz (Date)
Assistant County Attorney

By: **Michael Kerr** Digitally signed by Michael Kerr
Date: 2025.10.22 14:33:13
-04'00'

Michael J. Kerr (Date)
Chief Counsel

SETTLEMENT AGREEMENT BY AND BETWEEN BROWARD COUNTY, JONES
BENITEZ CORPORATION, AND LEXON INSURANCE COMPANY

JBC

WITNESSES:

Noah Martinez
Signature

Noah Martinez
Print Name of Witness above

[Signature]
Signature

Jeff Jones
Print Name of Witness above

JONES BENITEZ CORPORATION

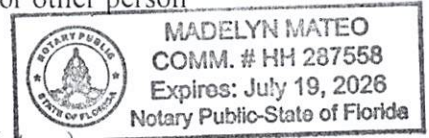
By: [Signature]

Yvette Benitez-President
Print Name and Title

10th day of October, 2025

ATTEST:

Madelyn Mateo
Corporate Secretary or other person
authorized to attest



(Corporate Seal or Notary)

SETTLEMENT AGREEMENT BY AND BETWEEN BROWARD COUNTY, JONES
BENITEZ CORPORATION, AND LEXON INSURANCE COMPANY

Lexon

WITNESSES:

LEXON INSURANCE COMPANY

Charlee Millington
Signature

CHARLEE MILLINGTON
Print Name of Witness above

Carter Millington
Signature

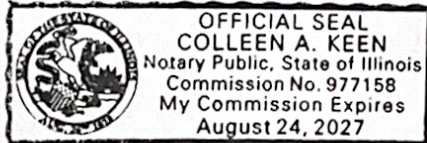
Carter Millington
Print Name of Witness above

By Jeremy T. Sentman
JEREMY T. SENTMAN
SENIOR VICE PRESIDENT
Print Name and Title

21 day of OCT, 2025

ATTEST:

Colleen A. Keen
Corporate Secretary or other person
authorized to attest



(Corporate Seal or Notary)

