



April 24, 2024

**VIA EMAIL, REGULAR MAIL AND REGISTERED MAIL -
RETURN RECEIPT REQUESTED**

Ms. Nancy Dumont
1241 Taber Hill Road
Stowe, VT 05672

**RE: Settlement Proposal and Release of Claims in Connection with Yankee Barn
Homes Agreement for Construction of a Yankee Barn Building effective April
7, 2022**

VIA CERTIFIED AND REGISTERED MAIL

Dear Ms. Dumont:

This office represents TOPEK, LLC d/b/a Yankee Barn Homes, a New Hampshire limited liability company (the “Company”).

As you know, you are the Customer in connection with a Yankee Barn Homes Agreement for Construction of a Yankee Barn Building dated April 7, 2022 (the “Original Agreement”). As you also know, you have requested that the Company agree to the cancelation of the project described in the Original Agreement (the “Project”). This letter, which is written without prejudice to the Company’s position, supplements and clarifies some of the items addressed in the included Settlement Agreement and Release document (the “Settlement Agreement”). It also provides a framework for the parties to resolve this matter in an orderly and efficient fashion.

The included Settlement Agreement sets forth the terms and conditions under which the Company would be willing to settle this dispute and release you from your obligations under the Original Agreement. While the \$152,810.00 deposit (the “Deposit”) you made under the Original Agreement is clearly non-refundable, the Company is willing to reach a compromise solution under the terms and conditions contained in this letter.

After analyzing the expenses incurred, the Company is willing to refund \$35,000.00 of your Deposit. In addition, the Company will permit you to retain the purchased windows and doors that were to be used for the Project under the Original Agreement. Provided, however, that you must work with the Company to arrange for a pick-up of the windows and doors that have been stored at the Company warehouse since September of 2022 prior to May 31, 2024.

FLEGAL LAW OFFICE P.A.

159 Main Street, Nashua, NH 03060
603.882.2434 | flegal.com

The offered terms contained in this letter will expire automatically on May 31, 2024. If you wish to agree to the terms set forth in this letter and in the Settlement Agreement, please notify me of that fact via email on or before May 6, 2024. None of the terms and conditions contained in the Settlement Agreement will become binding until all parties have duly executed that document.

Finally, Yankee Barn Homes takes its business interests and its confidential, proprietary, and trade secret information very seriously. It will take all necessary and appropriate steps to prevent you from engaging in any misappropriation or disclosure of its trade secrets or confidential information, or any breach of its contracts, tortious interference with its business relations, or usurpation of its corporate opportunities.

This letter is not intended as a full recitation of the facts or a complete review of applicable law. Nothing contained in or omitted from this letter is or shall be deemed to be a limitation, restriction, or waiver of any of the Company's rights or remedies, either at law or in equity, in connection with any of the matters raised herein, all of which are expressly reserved.

Thank you for your immediate attention to this matter.

Very truly yours,

TOPEK, LLC, d/b/a Yankee Barn Homes
By its Counsel
Flegal Law Office, P.A.

By: 
H. Scott Flegal, Esq.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "**Agreement**") is entered into as of _____, 2024, by and between (a) Nancy Dumont, an individual ("**Dumont**"), and (b) TOPEK, LLC d/b/a Yankee Barn Homes, a New Hampshire limited liability company (the "**Yankee Barn**"). Collectively, Dumont and Yankee Barn shall be referred to as the "**Parties**".

BACKGROUND

WHEREAS, on April 7, 2022, the Parties executed a Yankee Barn Homes Agreement (the "**Construction Agreement**") pursuant to which Yankee Barn was to construct a Yankee Barn Building for Dumont (the "**Building**"); and

WHEREAS, Yankee Barn began the construction process in connection with the Building; and

WHEREAS, Yankee Barn has invested significant documented time and effort in connection with the construction process; and

WHEREAS, Yankee Barn, in accordance with the Construction Agreement, and as part of the construction process, purchased doors and windows for the Building after seeking approval of same from Dumont, which permission was granted, and which it still possesses; and

WHEREAS, Yankee Barn is willing to transfer to Dumont the doors and windows purchased on behalf of Dumont that were to be used in connection with the Building as part of this Agreement, provided that Dumont acknowledges and accepts Yankee Barn's disclaimer of all warranties and representations in connection with the doors and windows, and provided that she delivers the other related items contained in the body of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Dumont and Yankee Barn hereby agree as follows:

AGREED TERMS

1. Payment by Yankee Barn. Yankee Barn will pay Dumont the total sum of Thirty Five Thousand and No/100ths Dollars (US \$35,000.00) (the "**Settlement Payment**") as provided herein. The Settlement Payment shall be paid by Yankee Barn via check payable to Dumont not later than 14 business days after Dumont or her counsel delivers an executed copy of this Agreement to counsel for Yankee Barn. Yankee Barn shall provide a fully executed copy of this Agreement to counsel for Dumont not later than the date that Yankee Barn must pay the Settlement Payment.

The Parties acknowledge and agree that they are solely responsible for paying any attorneys' fees and costs they incur and that neither Party nor the Party's attorney(s) will seek any award of attorneys' fees or costs from the other Party, except as provided herein.

The Parties further acknowledge and agree that this Agreement is being delivered to Dumont with a cover letter from counsel for Yankee Barn containing terms related to the execution of certain items herein, such terms being hereby incorporated into this Agreement as a material part thereof.

2. Mutual Release. The Parties hereby release and discharge the other Party, together with such party's predecessors, successors, representatives, assigns, and successors in interest, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which either Party has, or may have had, against the other Party, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from:

- (a) any issues that may arise in connection with the issues addressed in this Agreement; and
- (b) any other agreement between the Parties; and
- (c) any other matter between the Parties; and/or
- (d) any claims under federal, state, or local law, rule, or regulation.

Subject to the obligations of Yankee Barn set forth in Sections 2 and 6, this Agreement resolves any claim for relief that is, or could have been alleged, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs, and attorneys' fees related to or arising from the relationship between Dumont and the Yankee Barn.

3. No Outstanding or Known Future Claims/Causes of Action. Each Party affirms that it has not filed with any governmental agency or court any type of action or report against the other Party, and currently knows of no existing act or omission by the other Party that may constitute a claim or liability excluded from the releases in paragraph 2 above and 6 below.

4. Acknowledgment of Settlement. The Parties, as broadly described in paragraph 2 above, acknowledge that (a) the consideration set forth in this Agreement, which includes, but is not limited to, the Settlement Payment, is in full settlement of all claims or losses of whatsoever kind or character that they have, or may ever have had, against the other Party, as broadly described in paragraph 2 above, including by reason of the relationship of Dumont and Yankee Barn, and (b) by signing this Agreement, and accepting the consideration provided herein and the benefits of it, they are giving up forever any right to seek further monetary or other relief from the other Party, as broadly described in paragraph 2 above, for any acts or omissions up to and including the Effective Date, as set forth in paragraph 17.

5. No Admission of Liability. The Parties acknowledge that the Settlement Payment was agreed upon as a compromise and final settlement of disputed claims and that payment of the Settlement Payment is not, and may not be construed as, an admission of liability by Yankee Barn and is not to be construed as an admission that Yankee Barn engaged in any wrongful, tortious, or unlawful activity. Yankee Barn specifically disclaims and denies (a) any liability to Dumont and (b) engaging in any wrongful, tortious, or unlawful activity.

6. Confidentiality of Agreement. The Parties expressly understand and agree that this Agreement and its contents (including, but not limited to, the fact of payment and the amounts to be paid hereunder) shall remain CONFIDENTIAL and shall not be disclosed to any third party whatsoever, except the Parties' counsel, accountants, financial advisors, tax professionals retained by them, any federal, state, or local governmental taxing or regulatory authority, and the Parties' management, officers, and Board of Directors and except as required by law or order of court. Any person identified in the preceding sentence to whom information concerning this Agreement is disclosed is bound by this confidentiality provision and the disclosing party shall be liable for any breaches of confidentiality by persons to whom he/she/it has disclosed information about this Agreement in accordance with this paragraph. Nothing contained in this paragraph shall prevent any Party from stating that the Parties have "amicably resolved all differences," provided, however, that in so doing, the Parties shall not disclose the fact or amount of any payments made or to be made hereunder and shall not disclose any other terms of this Agreement or the settlement described herein. If any subpoena, order, or discovery request (the "**Document Request**") is received by any of the Parties hereto calling for the production of the Agreement, such Party shall promptly notify the other Party hereto prior to any disclosure of same. In such case, the subpoenaed Party shall: (a) make available as soon as practicable (and in any event prior to disclosure), for inspection and copying, a copy of the Agreement it intends to produce pursuant to the Document Request unless such disclosure is otherwise prohibited by law; and (b) to the extent possible, not produce anything in response to the Document Request for at least ten (10) business days following such notice. If necessary, the subpoenaed Party shall take appropriate actions to resist production, as permitted by law, so as to allow the Parties to try to reach agreement on what shall be produced. This paragraph is a material part of this Agreement.

7. Non-Disparagement. The Parties agree that, unless required to do so by legal process, no party to this Agreement, including all members, officers, and directors, will make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever, about the other Party, or any of the other Party's directors, officers, employees, attorneys, agents, or representatives.

For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character, or product quality of the person or entity to whom the communication relates.

8. Agreement is Legally Binding. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs, and estates. Moreover, the persons and entities referred to in paragraph 3 above, but not a Party, are third-party beneficiaries of this Agreement.

9. Entire Agreement. The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto.

10. New or Different Facts: No Effect. Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or the discovery or existence of any new or additional fact, or any fact different from that which either Party now knows or believes to be true. Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or constitute, a release of any Party's rights to enforce the terms of this Agreement.

11. Interpretation. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement.

12. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of New Hampshire, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New Hampshire.

In the event of any litigation, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs of collection.

13. Choice of Forum. The Superior Court for the State of New Hampshire in Grantham County shall be the exclusive forums for litigation concerning this Agreement. All parties to this Agreement consent to personal jurisdiction in such courts as well as service of process by notice sent by email to Attorney H. Scott Flegal, scottflegal@flegal.com.

14. Reliance on Own Counsel. In entering into this Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Party. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by that other Party's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise.

15. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Authority to Execute Agreement. By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any by-law, covenants, and/or other restrictions placed upon them by their respective entities.

17. Effective Date. The terms of the Agreement will be effective when an executed copy of this Agreement is delivered to said counsel for Yankee Barn as described in paragraph 1 above (the "Effective Date").

READ THE FOREGOING DOCUMENT CAREFULLY. IT INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

By: _____

Name: Nancy Dumont, individually

TOPEK, LLC, d/b/a Yankee Barn Homes

By:  _____
DocuSigned by: kerri post
DAA80439F AB411

Name: Kerri Post

Title: Chief Operating Officer