

WHEREAS, the School Board is required to take reasonable steps to institute legal proceeds for the recovery of money which may be due it, pursuant to N.C.G.S. §115C-44; and

WHEREAS, the School Board believes the Lawsuit is meritorious; and

WHEREAS, the Civitas Institute has agreed to allow the School Board to join the Lawsuit as a plaintiff; and

WHEREAS, the Civitas Institute has retained the Stam Law Firm, PLLC to represent Mr. De Luca in the Lawsuit; and

WHEREAS, Mr. De Luca is the President of Civitas Institute; and

WHEREAS, the Civitas Institute has agreed to cover all attorney fees and reimbursable litigation expenses charged by the Stam Law Firm, PLLC in representing the School Board in the Lawsuit; and

WHEREAS, the parties do not expect that any court costs will be assessed against them in the Lawsuit, but in the event there are, Civitas Institute has agreed to cover all court costs that might be assessed against School Board in the Lawsuit; and

WHEREAS, School Board believes it is more economical for it to join the existing Lawsuit under these conditions than to institute a separate lawsuit.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. School Board requests to be added as a plaintiff in the Lawsuit.
2. School Board and Civitas Institute shall be represented in the Lawsuit by the Stam Law Firm, PLLC.

3. The Civitas Institute shall pay all legal fees and reimbursable litigation expenses charged by the Stam Law Firm, PLLC for its representation of the School Board in the Lawsuit.

4. The Civitas Institute shall pay all court costs or other costs or expenses that may be assessed against the School Board in the Lawsuit.

5. This Agreement is contingent on the School Board and the Stam Law Firm, PLLC reaching an agreement as to the representation of the School Board by the Stam Law Firm, PLLC in the Lawsuit, acceptable to School Board, in School Board's sole discretion.

6. School Board and Civitas shall each be in sole and complete control of their respective litigation strategies in the Lawsuit and may withdraw from the Lawsuit, dismiss some or all of their claims, or agree to a settlement with the defendant, with or without the knowledge or consent of the other party, at any time. If either party desires to settle without the consent of the other, that party will give reasonable prior notice to the other party.

7. For purposes of this Agreement, the term "Lawsuit" shall include any appeals or re-filings of the Superior Court case.

8. This is the entire agreement between the parties and may not be amended except in writing, signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

CIVITAS INSTITUTE

By: Francisco X De Tena

Its: President

Date: 1/24/17

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Patricia E. Tarbell, certify that the following person(s) personally appeared before me this day, and

- I have personal knowledge of the identity of the principal(s)
- I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a _____
- A credible witness has sworn to the identity of the principal(s);

each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name	Capacity
Francis X. De Luca	<u>President</u> of CIVITAS INSTITUTE

Date: 1/24/2017

Patricia E. Tarbell
Notary Public

My commission expires: 8-5-2017

(SEAL)

