

STATE OF SOUTH CAROLINA
BEFORE THE PROCUREMENT REVIEW PANEL

CONTRACT CONTROVERSY OF NEW VENUE TECHNOLOGIES, INC. v. STATE OF SOUTH CAROLINA

MEDIATED SETTLEMENT AGREEMENT

As a result of mediation, the parties have agreed as follows

1. Terris Riley and Jacque Riley ("the Rileys") shall proceed to have the real property located at 497 Langford Road, Blythewood, SC, placed on the market for sale with Mark Jeffers Real Estate Co. not later than March 15, 2015, and shall move out of the residence by July 15, 2015. The parties acknowledge this move-out date is to accommodate the Rileys' children to be able to complete the current school year in that residence.
2. The Rileys shall be solely responsible for the mortgage payments, utilities, insurance and related expenses until the property is sold, and shall hold the SC Budget and Control Board ("SCBCB") harmless therefrom. The Rileys shall maintain the property in good repair until the sale. The Rileys agree to incur no additional debt on the house. CompuCom, Inc., ("CompuCom") and SCBCB shall be named as additional insureds on the homeowners insurance. The sales price shall be as mutually agreed upon between the Rileys and SCBCB. In the event they cannot agree as to sales price or any other issue concerning the sale, the issues shall be submitted to Earl Ellis, Esq. of the Richland County Bar on an expedited basis whose decision shall be binding without appeal or review.
3. Upon sale of the real property, the mortgage shall be paid off, closing costs shall be paid, the Rileys shall receive \$100,000.00 from the sale proceeds, and the net balance shall be paid to CompuCom.
4. The Notice of Pendency of Action ("Lis Pendens") shall remain on the property and shall not be canceled until after the closing. This matter shall not be deemed concluded until the closing has occurred.
5. New Venue Technologies, Inc. ("New Venue") and the Rileys shall provide SCBCB with sworn financial statements as to their assets and liabilities within ten (10) days, and may at any time within the next three years be subject to an examination under oath as to their assets and liabilities. The Rileys represent, as an inducement for SCBCB and CompuCom to enter into this agreement, that their combined assets, excluding the real property identified herein, do not exceed \$50,000.00. The Rileys further represent that they have neither deposited nor entrusted funds to any third party who are not included in the

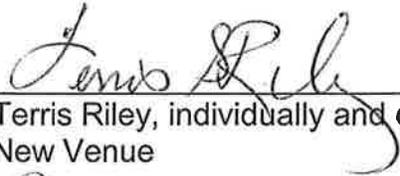
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combined assets enumerated above.

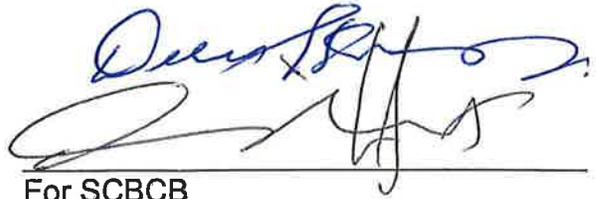
6. CompuCom and SCBCB agree their issues will be reserved between themselves for resolution at a later time, and the mutual release shall reserve any rights each may have against the other.
7. The Rileys, SCBCB and CompuCom will execute a mutual release civilly releasing the other from all claims and damages. The parties acknowledge that a more comprehensive release will be executed incorporating the terms of this Agreement, but will not contain a confidentiality provision. The parties intend for this Agreement to be enforceable, and if any material term is omitted, the issue shall be submitted to Mr. Ellis as set forth above. The disputing parties shall equally share Mr. Ellis' cost, and each shall be responsible for his, her or its own attorneys' fees and costs.
8. SCBCB will reverse any and all de-barment or suspension Orders, against the Rileys, New Venue, New Venue Technologies II, LLC, and Terris Riley, LLC. The parties acknowledge that the prior contract between the State of South Carolina and New Venue has been terminated.
9. Neither the Rileys, New Venue nor any entity in which they now have or in the future will have any interest or control shall solicit or accept any contract or sub-contract providing goods to or performing services or serve as a consultant or receive any benefit from such contracts which are governed by the South Carolina Consolidated Procurement Code until the date which is five (5) years from the sales date of the real property.
10. Nothing herein or in the release will in any way be binding on the South Carolina Attorney General, or any solicitor or other prosecuting individual or entity in any criminal proceeding currently pending or which may be brought in the future.
11. SCBCB will not oppose any request that funds paid to CompuCom from the sale of the real property should go towards any restitution obligation of Terris Riley which may be assessed against her in the future arising from the New Venue matter.
12. All parties authorize their respective attorneys to execute a dismissal of the contract controversy before the Procurement Review Panel with prejudice.
13. The parties will equally divide the costs of the mediation three ways.
14. This agreement has been signed by the parties. It shall be irrevocable by the Rileys, New Venue and CompuCom until the next regular SCBCB meeting, and if not accepted by SCBCB at or within three (3) days of that meeting, this Agreement shall be null and void as to all parties. As to SCBCB, the undersigned representatives agree to recommend the acceptance of this

Re J-gch
Don *(Signature)*
Dkt
DSS *JPR*

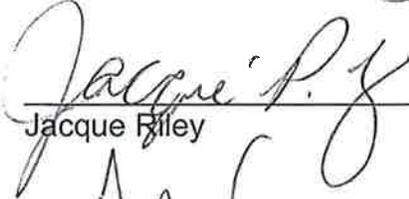
Agreement by the SCBCB.



Terris Riley, individually and on behalf of
New Venue



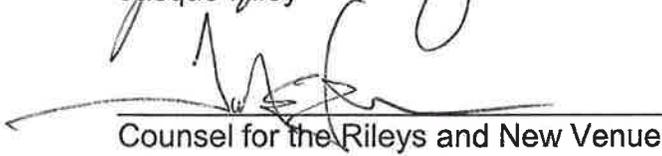
For SCBCB



Jacquie Riley



Counsel for SCBCB



Counsel for the Rileys and New Venue



For CompuCom, Inc.



Counsel for CompuCom, Inc.

Columbia, South Carolina
MA14-312

December 9, 2014