### **SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into between the UNITED STATES OF AMERICA (hereafter referred to as the "United States"), PHILIP GARLAND (hereafter referred to as "Garland"), GARLAND CONSTRUCTION, INC., WANDERING STREAMS, INC., and WARWICK-SPRINGHOUSE ASSOCIATES, INC. (hereafter referred to as "the Garland Companies") to resolve certain potential civil claims of the United States against Garland and the Garland Companies arising from the conduct described below. The parties hereby agree as follows:

- 1. The United States includes the Department of Justice and the Department of Housing and Urban Development ("HUD").
- 2. PHILIP GARLAND is an individual who, at all relevant times, was engaged in the business of developing and selling real estate. Garland is the owner and sole shareholder of GARLAND CONSTRUCTION, INC., WANDERING STREAMS, INC., and WARWICK-SPRINGHOUSE ASSOCIATES, INC.
- 3. The United States, through HUD, offers mortgage insurance for certain qualifying residential loans by private lenders through the Federal Housing Administration (hereafter referred to as "FHA").
- 4. The United States alleges that Garland and the Garland Companies knowingly submitted, or caused to be submitted, claims to HUD and FHA which were false and fraudulent, in that the claims contained false and fraudulent documents which were relied upon in issuing loan approvals and government backed mortgage insurance. As a result, the United States alleges that Garland and the Garland Companies are liable under the False Claims Act, 31 U.S.C.

§§ 3729, et seq. and at common law under willful misrepresentation, unjust enrichment, breach of contract and fraud.

- 5. The United States alleges that in the course of obtaining loan approvals and government backed mortgage insurance for low income residential real estate settlements, Garland and the Garland Companies, through his/their then agents and employees, knowingly prepared and submitted, or knowingly caused the preparation and submission of, false documents in connection with obtaining loan approvals and government backed mortgage insurance through HUD and FHA. As a result, the United States alleges that Garland and the Garland Companies are liable under the False Claims Act, 31 U.S.C. §§ 3729, et seq. and at common law under willful misrepresentation, unjust enrichment, breach of contract and fraud.
- 6. Garland will enter into a plea agreement with the United States pursuant to which, if that agreement is approved by the Court, Garland will enter a plea of guilty pursuant to Fed. R. Crim. P. 11 to Count 1 of the Indictment in the case <u>United States v. Garland</u>, No. 04-137-1 (Eastern District of Pennsylvania) ("Criminal Action"). As part of the Criminal Action, the United States alleged the existence of fraud in 101 real estate transactions involving the sale of homes built by Garland or the Garland companies. A list of said transactions is attached hereto at Attachment A and incorporated herein. Garland's conduct as described in the Criminal Action, solely with respect to the transactions listed on Attachment A, is hereafter referred to as "covered conduct."
- 7. Other than such admissions as Garland makes in connection with his entry of a plea of guilty pursuant to his plea agreement with the United States in the Criminal Action,

Garland and the Garland Companies deny the remaining allegations of the United States as set forth herein.

8. The United States, Garland, and the Garland Companies desire to resolve any and all disputes, claims and demands, except as expressly excluded herein, that the United States may have against Garland or the Garland companies arising from the "covered conduct."

NOW, THEREFORE, in consideration of the foregoing and on reliance thereto, and the further mutual promises, covenants and obligations set forth in this Settlement Agreement, the Parties agree to the following terms and conditions:

#### **TERMS AND CONDITIONS**

## 1. Payment to the United States

1.1 Upon execution of this settlement agreement ("Agreement"), PHILIP GARLAND shall pay the United States the sum of ONE MILLION ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,150,000). Payment shall be made in three installments as follows: (1) a payment of THREE HUNDRED EIGHTY THREE THOUSAND DOLLARS (\$383,000) on July 31, 2005; (2) a payment of THREE HUNDRED EIGHTY THREE THOUSAND DOLLARS (\$383,000) on November 30, 2005; and (3) a payment of THREE HUNDRED EIGHTY FOUR THOUSAND DOLLARS (\$384,000) on March 31, 2005 (collectively "the Payments"). Each payment shall be made by FedWire Electronic Funds Transfer pursuant to instructions from the United States Attorney's Office for the Eastern District of Pennsylvania.

### 2. Release by the United States

- United States agrees to release Garland and the Garland Companies from all civil monetary liability to the United States for all civil claims under the False Claims Act, 31 U.S.C. §§ 3729 3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 3812; the Federal Debt Collection Procedures Act, 28 U.S.C. § 3301 et seq.; or the common law theories of payment by mistake, unjust enrichment, willful misrepresentation, breach of contract and fraud or any other cause of action arising from the "covered conduct."
- 2.2 The United States further agrees to release Garland and the Garland Companies from all monetary liability to the United States for all claims under 24 CFR § 30.1, et seq. arising from the "covered conduct."
- 2.3 Specifically excluded from any release hereto is a proceeding by HUD, through the Mortgagee Review Board of HUD, to issue a reprimand, probation, suspension, withdrawal, debarment or any other administrative action against Garland or the Garland Companies, including administrative actions pursuant to 12 U.S.C. § 1708 and/or 24 CFR § 25.1, et seq., arising from the "covered conduct."
- 2.4 The United States does not release Garland or the Garland Companies from: (a) any criminal, civil, or administrative claims or defenses arising under Title 26, United States Code (Internal Revenue Code); (b) any criminal liability; (c) any liability to the United States (or any agencies thereof) for any conduct other than the "covered conduct"; (d) any claims arising from a breach of this Settlement Agreement; (e) any administrative liability; (f) any claims not specifically released in this Settlement Agreement.

# 3. Release by Garland and the Garland Companies

- 3.1 Garland and the Garland Companies fully and finally release the United States, including its agencies, employees and agents from any claims (including claims for attorney's fees, costs, and expenses) that Garland or the Garland Companies could assert arising from the criminal or civil investigation of the "covered conduct."
- 3.2 Garland and the Garland Companies agree that the amounts paid under this Settlement Agreement are not punitive in nature or effect for purposes of such criminal or administrative action, and he/they hereby waives any defenses he/they may have to any criminal or administrative action, based in whole, or in part, upon the Double Jeopardy Clause of the United States Constitution, or the holding or principles set forth in <u>United States v. Halper</u>, 490 U.S. 435 (1989) or any other subsequent statute or case. Nothing in this paragraph or any other provision of this Settlement Agreement is intended to affect any claims or defenses arising under the Internal Revenue Code, Title 26 of the United States Code.
- Regulations ("FAR") 31.205 47) incurred by or on behalf of Garland or the Garland companies in connection with (1) the matters covered by this Settlement Agreement, (2) the government's investigation of the matters covered by this Settlement Agreement, (3) Garland's or the Garland companies' investigation and defense of the matters covered by this Settlement Agreement, including corrective actions related thereto, (4) the negotiation of this Settlement Agreement, and (5) the Payments made to the United States pursuant to this Settlement Agreement shall be unallowable costs for government contract accounting purposes. These amounts shall be separately accounted for by Garland and the Garland companies.

# 4. Contingencies

- 4.1 This Settlement Agreement as to Garland and the Garland companies is contingent upon Garland's full and timely compliance with paragraph 1.1. Should Garland fail to fully and timely comply with paragraph 1.1, the United States, at its sole option, may rescind the releases in this Settlement Agreement, and bring any civil and/or administrative claim, action, or proceeding against Garland or the Garland companies for the claims that would otherwise be covered by the releases provided in paragraphs 2.1 and 2.2, above. Garland or the Garland companies shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceeding which are brought by the United States within 90 calendar days of written notification to Garland or the Garland companies that the releases herein have been rescinded pursuant to this paragraph, except to the extent such defenses were available on March 25, 2005.
- 4.2 The Parties anticipate a sentencing hearing in the Criminal Action prior to July 31, 2005. The Settlement Agreement shall be null and void in the event that the Court does not accept the terms of the plea agreement in the Criminal Action and Garland withdraws his plea. In the event that sentencing in the Criminal Action is postponed beyond the dates on which any payment under paragraph 1.1 is to be made, any payment shall remain due under the terms of paragraph 1.1. Any payment made, however, shall be refunded in the event that Garland withdraws his plea in the Criminal Action.

## 5. Requisite Authorities

The signatories to this Settlement Agreement warrant that they have authority to bind the parties they represent. The Garland companies will acknowledge acceptance of this

Settlement Agreement by the signature of its counsel and of Garland. The Garland companies shall provide to the government for attachment to this Settlement Agreement a notarized resolution of each of the Garland Companies' Board of Directors authorizing the corporation to enter this Settlement Agreement and authorizing Garland to execute this Settlement Agreement.

# 6. Release of Others

The terms of this Settlement Agreement are not intended to release or inure to the benefit, or in any way, to create a benefit in favor of any individual, corporation or business entity not a party to this Settlement Agreement, except as set forth in paragraphs 1.1, 2.1, 2.2, 3.1, 3.2 and 3.3.

# 7. Modification

The Parties also agree that this Settlement Agreement may not be altered, amended modified or otherwise changed except by a writing duly executed by the United States, Garland, and the Garland Companies.

### 8. Entire Agreement

This Settlement Agreement, and the plea agreement referenced in the preamble paragraph 6, represent and express the entire agreement between the Parties with respect to the subject matter of this Settlement Agreement, and there are no other agreements, understandings, representations, warranties, inducements, or consideration, except as expressly stated in this Settlement Agreement.

## 9. Counterparts

This Settlement Agreement may be executed in counterparts, each of which constitutes an original and all of which together shall constitute one and the same instrument.

### 10. Notices

10.1 All notices, requests, demands, and any other communications to the United States arising under this Settlement Agreement shall be in writing and sent by first class United States mail, addressed as follows unless otherwise indicated by this Settlement Agreement:

Assistant United States Attorney Michael S. Blume United States Attorney's Office 615 Chestnut Street Suite 1250 Philadelphia, PA 19106

10.2 All notices, requests, demands, and any other communications to Garland or the Garland companies arising under this settlement agreement shall be in writing and sent by first class United States mail, addressed as follows unless otherwise indicated by this Settlement Agreement:

Richard L. Scheff, Esq.
Montgomery, McCracken, Walker & Rhoads, LLP
123 South Broad Street
28<sup>th</sup> Floor
Philadelphia, PA 19109

# 11. Agreement Binding on Heirs, Successors and Assigns

This Settlement Agreement shall be binding on all heirs, successors, transferees and assigns of all parties.

## 12. Effective Date of Agreement

This Settlement Agreement shall become effective upon the later date of its execution by the Parties listed below.

### 13. Bankruptcy and Current Solvency

13.1 Garland and the Garland companies expressly warrant that he/they has reviewed his/their financial condition, that he/they are currently solvent within the meaning of 11

U.S.C. Sec. 547(b)(3) and 548(a)(1)(B)(ii)(I), and that he/they are not aware of any reasonably foreseeable circumstances under which he/they would not remain solvent following payment of the Payments. Further, the Parties expressly warrant that, in evaluating whether to execute this Settlement Agreement, the Parties (a) have intended that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Garland and the Garland Companies within the maning of 11 U.S.C. Sec. 547(c)(1), and (b) have concluded that these mutual promises covenants, and obligations do, in fact, constitute a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value which is not intended to hinder, delay, or defraud any entity to which Garland or the Garland companies was or became indebted on or after the date of this transfer, all within the meaning of 11 U.S.C. Sec. 548(a).

- 13.2 In the event Garland or the Garland companies commerce, or another party commences, within 91 days of the making of any Payment, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking to have any order for relief of Garland's or any of the Garland companies' debts, or seeking to adjudicate Garland or any of the Garland companies as bankrupt or insolvent, or (b) seeking appointment of a receiver, trustee, custodian or other similar official for Garland or any of the Garland companies or for all or any substantial part of Garland's or any of the Garland companies' assets, Garland and the Garland companies agree as follows:
- (a) Garland's and the Garland companies' obligations under this Settlement

  Agreement may not be avoided pursuant to 11 U.S.C. Sec. 547 or 548, and Garland and the

  Garland companies shall not argue or otherwise take the position in any such case, proceeding or

action that: (i) Garland's or the Garland companies' obligations under this Settlement Agreement may be avoided under 11 U.S.C. Sec. 547 or 548; (ii) Garland or the Garland companies was/were insolvent at the time this Settlement Agreement was entered into, or became insolvent as a result of any Payment made to the United States hereunder; or (iii) the mutual promises, covenants, and obligations set forth in this Settlement Agreement do not constitute a contemporaneous exchange for new value given to Garland or the Garland companies.

If Garland's or any of the Garland companies' obligations under this Settlement (b) Agreement are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the United States, at its sole option, may rescind the releases in this Settlement Agreement, and bring any civil and/or administrative claim, action, or proceeding against Garland or the Garland companies for the claims that would otherwise be covered by the releases provided in paragraphs 2.1 and 2.2, above. If the United States chooses to do so, Garland and the Garland companies agree that (i) any such claims, actions, or proceedings brought by the United States are not subject to an "automatic stay" pursuant to 11 U.S.C. Sec. 362(a) as a result of the action, case, or proceeding described in the first clause of this paragraph, and that Garland and the Garland companies shall not argue or otherwise contend that the United States claims, actions, or proceedings are subject to an automatic stay; (ii) Garland and the Garland companies shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceeding which are brought by the United States within 90 calendar days of written notification to Garland or the Garland companies that the releases herein have been rescinded pursuant to this paragraph, except to the extent such

defenses were available on March 25, 2005; and (iii) the United States has a valid claim against Garland for any installment payment not made, and the United States may pursue its claim, in the case, action, or proceeding referenced in the first clause of this paragraph or in such other claim, action, or proceeding it chooses to commence.

(c) Garland and the Garland companies acknowledge that his/their agreements in this paragraph are provided in exchange for valuable consideration provided in this Settlement Agreement.

#### 14. Costs

The Parties shall bear their own costs and fees associated with and arising from the instant matter, except as set forth herein.

### 15. Voluntary Agreement

Garland and the Garland companies represent that this Settlement Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

#### 16. Public Disclosure

All Parties consent to the United States' disclosure of this Settlement Agreement, and information about this Settlement Agreement, to the public, and Garland and the Garland companies waive any legal rights he/they may have, including without limitation those granted by the Privacy Act, 5 U.S.C. Sec. 552a, to maintain as confidential this Settlement Agreement and information about this Settlement Agreement.

### 17. Publication

Garland has submitted to the government an article for publication in the trade publications and newspapers listed below, concerning his plea and sentence in the Criminal Action. The government has agreed to the terms of this article. On the date of his sentencing in

the Criminal Action, Garland shall submit this article for publication to: Inside Mortgage
Finance Publications, including Inside Mortgage Finance and Inside B&C Lending; The
Mortgage Press; Mortgage Banking Magazine; Intelligencer Journal (Lancaster); Lancaster New
Era; The Wall Street Journal; USA Today; The Philadelphia Inquirer; and The Philadelphia
Daily News. Garland shall provide proof of such submission to Assistant United States Attorney
Michael S. Blume within two (2) days of submission.

IN WITNESS WHEREOF, the Parties affix their signatures.

FOR UNITED STATES OF AMERICA:

PATRICK L. MEEHAN United States Attorney

JAMES G. SHEEHAN Associate United States Attorney DATE:

MICHAEL S. BLUME

Assistant United States Attorney

DATE: 3/29/05

FOR PHILIP GARLAND, GARLAND CONSTRUCTION, INC.,
WANDERING STREAMS, INC., AND WARWICK-SPRINGHOUSE ASSOCIATES, INC.

PHILIP R. GARLAND

FOR HIMSELF AND GARLAND CONSTRUCTION, INC., WANDERING STREAMS, INC.

AND WARWICK-SPRINGHOUSE ASSOCIATES, INC.

DATE:

RICHARD L. SCHEFF, ESQ

Montgomery, McCracken, Walker & Rhoads, LLP

Counsel for Philip R. Garland, Garland Construction, Inc., Wandering Streams, Inc. and Warwick-

Springhouse Associates, Inc.

DATE:

- 12 -

the Criminal Action, Garland shall submit this article for publication to: Inside Mortgage
Finance Publications, including Inside Mortgage Finance and Inside B&C Lending; The
Mortgage Press; Mortgage Banking Magazine; Intelligencer Journal (Lancaster); Lancaster New
Era; The Wall Street Journal; USA Today; The Philadelphia Inquirer; and The Philadelphia
Daily News. Garland shall provide proof of such submission to Assistant United States Attorney
Michael S. Blume within two (2) days of submission.

IN WITNESS WHEREOF, the Parties affix their signatures.

FOR UNITED STATES OF AMERICA:

PATRICK D. MEEHAL United States Attorney

JAMES G. SHEEHAN

Associate United States Attorney

DATE:\3\24\03

MICHAEL S. BLUME

Assistant United States Attorney DATE:

FOR PHILIP GARLAND, GARLAND CONSTRUCTION, INC., WANDERING STREAMS, INC., AND WARWICK-SPRINGHOUSE ASSOCIATES, INC.

PHILIP R. GARLAND

FOR HIMSELF AND GARLAND CONSTRUCTION, INC., WANDERING STREAMS, INC. AND WARWICK-SPRINGHOUSE ASSOCIATES, INC. DATE:

RICHARD L. SCHEFF, ESQ.

Montgomery, McCracken, Walker & Rhoads, LLP

Counsel for Philip R. Garland, Garland Construction, Inc., Wandering Streams, Inc. and Warwick-Springhouse Associates, Inc.

DATE:

# Attachment A

	Buyer	House #	Street
1	Adair, Todd D. & Deborah A.	303	Stone crest Ct
2	Althoff, Beth E.	47	Fiddler Dr
3	Andruscavage, Joseph I. & Lucinda Cooper	55	Abbotts Manor
4	Angstadt, James L.	400	Crosswinds Dr
5	Barnett, Marvie J.	68	Fiddler Dr
6	Bates, Richard D. & Kelly M.	405	Stonecrest Ct
7	Beamesderfer, Chris & Shelly	502	Stonecrest Ct
8	Becker, Ester R. & Michael E.	2031	Wyatt CI
9	Biechler, James & Kelly	390	Crosswinds Dr
10	Bittner, Michael P. & Tori M.	84	Kinneman Rd
11	Blaylock, Gary W. Sr & Gary W. Jr.	6	Oxford Ct
12	Bless, Christopher A. & Kimberlyn M.	66	Kinneman Rd
13	Bortner, Lynn A.	2035	Wyatt CI
14	Brunner, Barry J.	11	Fiddler Dr
15	Burkett, Wayne A.	81	Fiddler Dr
16	Bynaker, Brian M. & Mallette, Stephanie A.	48	Fiddler Dr
17	Cabellero, Eluid		
18	Carbaugh, David J. & Brenda K.	22	Abbotts Dr
19	Carrick, Thomas R. & Holt, Rebecca A.	11	Oxford Ct
20	Click, David & Bonnie Petry	112	Orchard Ln
21	Collins, Barbara A.	76	Kinneman Rd
22	Cool, Steven M. & Nancy J.	17	Abbotts Ct
23	Cox, Jeffrey L. & Kathy L.	9	Oxford Ct
24	Cushong, Judy A.	20	Oxwood Cl
25	Darr, James S. **	44	Fiddler Dr
26	Daugherty, Joshua C. & Deborah A.	7	Fiddler Dr
27	DeHoff, Hugh T. & Jill M.	104	Kinneman Rd
28	DeJesus Jr., Aurelio J.	9	Oxwood Cl
29	Delph, Tony L. & Angela S.		Abbotts Dr
30	DelPielaga Sr, Armando G. & Aida G.	145	Abbotts Dr
31	Demmy, Dana T. & Zimmerman, Marlo L.	402	Stonecrest Ct
32	Dern, Kevin B. & Laura B.	4009	Somerset Rd
33	Diaz, Lonnie A. & Sandi L. Hurd	17	Oxwood CI
34	Edgar, Michael	2058	Wyatt Cl
35	Eline Jr., James J.	15	Oxford Ct
36	Eppley, Jeremi R.	2043	Wyatt CI
	Fortney, Lisa M.	2052	
37			Wyatt CI
38	Garrison, Jennifer M.	4022	Somerset Rd
39	George, Rodney E. & Dixon, Michelle M.	394	Crosswinds Dr
40	Gleason, Nicole	507	Stonecrest Ct
41	Glowacki, Edward Thomas	2021	Wyatt Cl
42	Gorham, Jeremy D. & Wolfe, Roberta	2003	Wyatt Cl
43	Gover, Timothy M. & Christine A.	66	Fiddler Dr

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# Attachment A

	Buyer	House #	Street
45 Ha	aring, Annette A.	1997	Aldon Dr
	arrison, William H.	43	Abbotts Dr
	ess, Steven K. & Brendle, Heather L.	11	Abbotts Ct
	etrick, Stanley	398	Crosswinds Dr
	nds, Christopher and Lori	39	Larch Dr
	Imphries, Wesley & Kristine	388	Crosswinds Dr
	adish, Francis K. & Wendy S.	77	Fideler Dr
	eller, Glenn T. & Kay D.	170	Abbotts Dr
	inedinst, Robert L. & Brenda K.	2061	Wyatt Cl
	naub, Michelle D.	2022	Wyatt Cl
	etzmer, Thomas M.	155	Abbotts Dr
	ruk, Rebecca S.	80	Fiddler Dr
	ıykendali Jr., Roy I. & Helen M.	115	Abbotts Dr
		24	Fiddler Dr
	nckey, Geraldine L.	32	
	ingkam IV, John L.		Abbotts Dr
	wrence, David A. & Kittinger, Gina R.	82	Fiddler Dr
	eap, Kevin P.	18	Abbotts Ct
	ee, Sim Melissa	2076	Wyatt CI
	emuz, Sergio M.	7	Oxyood Cl
	wis, Richard D. & Acosta, Elaine B. & Benner, Helen V	70	Fiddler Dr
	nes, Brian	106	Stonecrest Ct
	ttle, Robert Douglas	60	Fiddler Dr
-	vingston, Judy A.	2015	Wyatt CI
<del></del>	allette, Brenda M.	45	Fiddler Dr
69 <b>M</b>	cCoy, Joseph M.	5	Fiddler Dr
	cDaniel III, Harry T. & Amy M.	2010	Wyatt Cl
	eyer Sr., Patrick E.	79	Fiddler Dr
72 PI	ank Jr, Donald L. & Martz, Elizabeth A.	131	Abbotts Dr
73 Po	ortner III, Harry L.T.	1	Fiddler Dr
74 Po	owers, Nathan R. & Wolf, Kristi L.	2028	Wyatt CI
75 R	eichert, Ricky A. & Dawn M.	56	Abbotts Dr
76 R	einhardt, Christine L.	26	Fiddler Dr
77 R	ohrer, David L. & Laurie A.	69	Abbotts Dr
78 R	oller Jr, Donald L.	11	Oxwood Cl
79 <b>R</b>	orrer, Ted E. & Rachel E. **	90	Fiddler Dr
80 Sa	ager, Chad D. & Rhoades, Megan I.	3	Oxford Ct
81 <b>S</b> I	neely, Ricky & Robin	180	Abbotts Dr
82 Si	nermeyer, Timothy E. & Storm, Stacy J.	29	Oxwood CI
83 SI	nultz, Larry J. & Marsh, Shirley V.	1290	Red Hill Rd
84 Sı	nith, Bronwyn I.	24	Abbotts Ct
85 Sr	nith, Kenneth R. & Lori Ann	49	Fiddler Dr
86 Sr	nyder II, Charles B. & Karen E.	2034	Wyatt CI
	nyder, Robert & Paula	304	Stonecrest Ct
	oto, Luis A. & Angie M.	20	Fiddler Dr

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# Attachment A

	Buyer		
		House #	Street
89	Spangler, Troy D. & Lynn M.	2024	Wyatt Cl
90	Stambaugh, Rhett & Danelle E.	2041	Wyatt CI
91	Stiffler, Collin & Dianna	12	Fid <b>dl</b> er Dr
92	Stiles, Walter Scott & Karen Jean	75	Fiddler Dr
93	Stonesifer, Charles M. & Ethel D.	120	Abbotts Dr
94	Surdich, Chad N. **	158	Abbotts Dr
95	Swartz, Dale Scott & Heather M.	2011	Wyatt Cl
96	Sweeney Jr. Steve A. & Rebecca L. **	583	Sutton Rd
97	Talbot, Linda L.	386	Crosswinds Dr
98	Tomic, Milana R.	40	Fidaler Dr
99	Townsend, Tracy	2042	Wyatt Cl
100	Trout, David M. & Rebecca L.	382	Crosswinds Dr
101	Van Leeuwen, Scott D.	71	Fiddler Dr

#### RESOLUTION

And now, this \_\_\_\_\_\_ day of March, 2005, it is RESOLVED that the Board of Directors of Garland Construction, Inc. (hereinafter referred to as the "Corporation") consisting of Philip Garland hereby authorizes Philip Garland to enter into any and all agreements on behalf of the Corporation to settle, compromise and resolve any and all disputes, claims, actions, and other matters against the Corporation by the United States of America in connection with <u>United States v. Philip Garland, Criminal No. 04-137-01</u> including but not limited to the Settlement Agreement attached to this Resolution as Exhibit 1.

Philip Garland Board of Directors

Garland Construction, Inc.

Date: March 29, 2005

Date: March 29, 2006

Witness

#### RESOLUTION

And now, this \_\_\_\_\_\_ day of March, 2005, it is RESOLVED that the Board of Directors of Wandering Streams, Inc. (hereinafter referred to as the "Corporation") consisting of Philip Garland hereby authorizes Philip Garland to enter into any and all agreements on behalf of the Corporation to settle, compromise and resolve any and all disputes, claims, actions, and other matters against the Corporation by the United States of America in connection with <u>United States of Philip Garland</u>, <u>Criminal No. 04-137-01</u> including but not limited to the Settlement Agreement attached to this Resolution as Exhibit 1.

Philip Garland Board of Directors Wandering Streams, Inc.

Date: March 29, 2005

Date: March 29, 2005

Witness

#### RESOLUTION

And now, this \_\_\_\_\_ day of March, 2005, it is RESOLVED that the Board of Directors of Werwick-Springhouse Associates, Inc. (hereinafter referred to as the "Corporation") consisting of Philip Garland hereby authorizes Philip Garland to enter into any and all agreements on behalf of the Corporation to settle, compromise and resolve any and all disputes, claims, actions, and other matters against the Corporation by the United States of America in connection with United States v. Philip Garland, Criminal No. 04-137-01 including but not limited to the Settlement Agreement attached to this Resolution as Exhibit 1.

Philip Garland

Board of Directors

Warwick-Springhouse Associates, Inc.

Date: March 29, 2005

Date: March 29, 2005