

EXHIBIT E

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") has been made and entered into as of this 31 day of March, 2014, by and between Jonathan L. Flaxer, as Chapter 11 Trustee (the "Trustee") for Lehr Construction Corp., a privately held corporation incorporated in New York, having been appointed in the Chapter 11 bankruptcy case of Lehr Construction Corp. (the "Debtor") pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), Case No. 11-10723 (SHL), on the one hand, and Levy, Ehrlich & Petriello, PC, n/k/a Ehrlich, Petriello, Gudín & Plaza, P.C. ("Levy Ehrlich"), on the other. The Trustee, the Debtor and Levy Ehrlich are collectively referred to herein as the "Parties" and individually as each "Party."

WHEREAS, on or about October 29, 2008, the Debtor commenced an adversary proceeding in the United States Bankruptcy Court for the District of New Jersey, entitled *Lehr Construction Corp. v. Chatterton, et al.*, Adversary Proceeding No. 08-02502 (the "Action") by filing a Complaint (the "Complaint") against Levy Ehrlich and others; and

WHEREAS, Levy Ehrlich filed an Answer in the Action denying in full the allegations of the Complaint; and

WHEREAS, the Parties desire by this Agreement to set forth all obligations to each other and to resolve all claims, disputes, causes of action and liabilities made or asserted by any Party against another, including an orderly resolution of the Action; and

WHEREAS, the Parties, in order to save the expense of litigation, and without any acknowledgment of any liability whatsoever, now wish to settle the dispute that is the subject of the Action in its entirety upon the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the covenants and mutual promises and agreements contained in this Agreement, and other valuable consideration, the Parties hereby agree and covenant as follows:

1. Promptly following execution of this Agreement, the Trustee shall seek entry of an order of the Bankruptcy Court approving this Agreement. This Agreement shall be effective immediately upon the entry of that order (the "Effective Date").
2. Within twelve (12) days after the Effective Date, Arch Insurance Co., on behalf of Levy Ehrlich, shall pay to the Trustee the amount of One Hundred Thirty Five Thousand Dollars (\$135,000) (the "Settlement Amount") by wire to the Trustee, using wire instructions that will be provided by the Trustee's counsel.
3. Within twelve (12) days of receipt of the Settlement Amount, the Trustee shall cause to be filed in the Action a stipulation of dismissal, in the form annexed hereto as Exhibit A, dismissing the Action as to all defendants with prejudice and without costs.

4. In consideration of the terms and provisions of this Agreement, the payment of the Settlement Amount, and the dismissal of the Action, the Trustee, on behalf of the Debtor, on the one hand, and Levy Ehrlich, on the other hand, hereby release each other, and their respective affiliates, subsidiaries, parents, successors, fiduciaries, assigns, heirs, executors, administrators, attorneys, agents, accountants and other professionals from any and all claims or liabilities of any type or nature, from the beginning of the world to the date of this Agreement. Nothing herein shall be deemed to constitute a release by any of the Parties of any obligation arising under or arising in connection with this Agreement.

5. The releases set forth in paragraph 4 hereof shall become effective as of the Effective Date.

6. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, representatives, successors and assigns of each of the Parties.

7. Except (i) for disclosures that are necessary to obtain Bankruptcy Court approval of this Agreement, (ii) for disclosures that are required by order of any court of competent jurisdiction, (iii) mutually-agreed to disclosures to counsel for other defendants in the Action or (iv) as otherwise agreed to by the Parties in writing, each of the Parties agrees to keep the terms of this Agreement confidential and not to disclose the terms of this Agreement to anyone other than its attorneys, tax accountants or financial advisors as is necessary, but only after instructing the same of the confidential nature of those terms. Notwithstanding anything set forth herein, any Party may disclose that the Action has been settled.

8. The Parties agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the Parties, their employees, directors, officers, products or services.

9. The Parties acknowledge that this Agreement represents a settlement of the Action and is not an adjudication of the merits of the Action. Further, the Parties acknowledge that by entering into this Agreement no Party admits or acknowledges the existence of any liability or wrongdoing, and that no inferences may be drawn from the Agreement in any other litigation or context.

10. This Agreement shall be governed by the United States Bankruptcy Code and the internal laws of the State of New Jersey, without regard to any conflict of law provision that could require the application of the law of any other jurisdiction.

11. Each of the undersigned represents and warrants that he or it has full power and authority to execute this Agreement on behalf of the parties set forth below its or his name. The Trustee, on behalf of the Debtor, is authorized to take all actions necessary to effectuate this Stipulation. The Parties recognize and acknowledge that their agreement herein is subject to the approval of the Bankruptcy Court.

12. The drafting and negotiation of this Agreement have been participated in by each of the Parties, and for all purposes this Agreement shall be deemed to have been drafted jointly by each of the Parties.

13. This Agreement contains the entire agreement between the Parties with regard to the matters set forth in it and may only be amended, modified or waived by a written instrument executed by each of the Parties. The mutual obligations and undertakings of the Parties expressly set forth in this Agreement and the exhibit referenced herein are the sole consideration for this Agreement, and no representations, promises, or inducements of any nature whatsoever have been made, or have been relied upon by any of the Parties other than those expressly appearing in this Agreement and the exhibit referenced herein.

14. This Agreement may be signed in counterpart originals with the same force and effect as if fully and simultaneously signed on a single original document, and copies transmitted by facsimile or electronically shall have the same force and effect as an original document.

15. The Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby. Any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court.

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IN WITNESS WHEREOF, the undersigned hereto have executed this Agreement as of the date first above written.

GOLENBOCK EISEMAN ASSOR
BELL & PESKOE LLP

By: Michael M. Munoz

Michael M. Munoz

437 Madison Avenue, 35th Floor
New York, NY 10022
Tel.: (212) 907-7300

*Counsel for Jonathan L. Flaxer, Chapter 11
Trustee for Lehr Construction Corp.*

HOAGLAND LONGO MORAN DUNST &
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By: Thaddeus J. Hubert, III

Thaddeus J. Hubert, III

40 Patterson Street
New Brunswick, NJ 08901
Tel.: (732) 545-4717

Counsel for Levy, Ehrlich & Petriello PC

EXHIBIT A

In Re:	Case No. 06-20572(NLW)
T2, Inc.,	Chapter 7
Debtor.	
Lehr Construction Corp.,	Adv. Pro. No. 08-02502
Plaintiff,	
vs.	
Kathy S. Chatterton, Padriag ("Pat") Tarrant, TFT, Inc., Total Construction, Inc., Top Penthouse, Inc., Midtown, LLC, R&L Construction, Levy, Ehrlich & Petriello, PC, and DOES 1 through 10, inclusive,	Judge: Hon. Novalyn L. Winfield
Defendants.	

STIPULATION OF DISMISSAL WITH PREJUDICE AND WITHOUT COSTS

IT IS HEREBY STIPULATED by the undersigned counsel for all parties that have appeared that the above adversary proceeding, and all claims, cross-claims and counterclaims which were or could have been asserted therein, are hereby dismissed with prejudice and without costs pursuant to Rule 41 of the Federal Rules of Civil Procedure, as made applicable herein by Rule 7041 of the Federal Rules of Bankruptcy Procedure, with the parties to bear their own costs and expenses, including, without limitation, attorneys' fees.

This Stipulation may be signed in counterparts, all of which when taken together will constitute one original document.

Dated: New York, New York
_____, 2014

GOLENBOCK EISEMAN ASSOR
BELL & PESKOE LLP

By: _____

Michael M. Munoz

437 Madison Avenue, 35th Floor
New York, NY 10022
Tel.: (212) 907-7300

*Counsel for Jonathan L. Flaxer, Chapter 11
Trustee for Lehr Construction Corp.*

LEE M. LEVITT, LLC

By: _____

Lee M. Levitt

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*Counsel for Midtown, LLC and R&L
Construction, Inc.*

HOAGLAND LONGO MORAN DUNST &
DOUKAS, LLP

By: _____

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Counsel for Levy, Ehrlich & Petriello, PC

BEDELL & FORMAN, LLP

By: _____

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