

AGREEMENT TO MEDIATE

We wish to negotiate the terms of a prenuptial agreement as simply and as sensibly as possible. We have agreed to hire David A. Hoffman (the "Mediator") to assist us in negotiating our agreement. We acknowledge that the Mediator previously served as counsel to each of us in connection with our respective divorces. We agree that he shall be free to disclose to each of us, in connection with the mediation, any information or confidences he learned during the course of those engagements. We further agree as follows:

A. RIGHTS AND OBLIGATIONS

1. Either of us may terminate our participation in the mediation for any reason by written notification to the Mediator and each other.

2. We agree that the entire mediation process is confidential pursuant to Mass. Gen. Laws ch. 233, § 23C. We will not disclose any information including offers, promises, conduct, statements or settlement terms whether oral or written, made by each other, our agents, employees, experts and attorneys in connection with the mediation, except by agreement or where disclosure is required by law or court rule. However, the mediator may disclose to appropriate authorities information obtained in the course of the mediation concerning (a) child abuse or neglect, (b) the risk of serious harm to an individual, or (c) the planned commission of a crime. The confidentiality provided for in this section also shall not apply to evidence relating to the liability of the mediator in a subsequent suit against the mediator or disciplinary proceedings against the mediator, or to information which all parties to the mediation agree in writing, after the conclusion of the mediation, may be disclosed. We may disclose information about the mediation to our respective attorneys, therapists (if any) and financial advisors, provided however that we shall inform all such individuals that the information is confidential and governed by the terms of this Agreement.

3. We understand that the Mediator will maintain the confidentiality of our mediation. We agree that neither of us will seek to obtain the testimony of the other or of the Mediator or the disclosure of the Mediator's file in conjunction with any court proceeding, and we further agree that if one of us seeks such testimony or disclosure in contravention of this provision, that person will reimburse the Mediator for all costs in connection therewith, including reasonable attorney's fees, and will compensate the Mediator for time spent, such compensation to be at the Mediator's then-current hourly rate.

4. There shall be no stenographic record of any meeting.

5. Unless the parties agree otherwise in writing, nothing in this Agreement shall prevent either of us from offering the executed prenuptial

agreement or signed memorandum of understanding from the mediation to a court for purposes of enforcement.

6. We understand that the Mediator is not representing either of us as an attorney in connection with the negotiation of the prenuptial agreement and that he has advised each of us to obtain the advice of an independent attorney before signing the prenuptial agreement. We understand that we may consult counsel at any time.

7. During the mediation process, we agree to fully disclose to each other all aspects of our financial circumstances and to participate fully in our effort to arrive at a reasonable and fair agreement.

B. DISCLOSURE OF PRIOR RELATIONSHIPS

The Mediator has made a reasonable effort to learn and has disclosed to us: (a) all business or professional relationships the Mediator and/or the Mediator's firm has had with either of us, including all instances in which the Mediator or the Mediator's firm served as an attorney for or adverse to either of us; (b) any significant social, business or professional relationship the Mediator has had with an individual representing either of us in the mediation; and (c) any other circumstances that may create doubt regarding the Mediator's impartiality in the mediation.

C. FUTURE RELATIONSHIPS

1. Neither the Mediator nor the Mediator's firm shall undertake any work for or against either of us regarding the subject matter of the mediation.

2. The Mediator shall not personally work on any matter for or against either of us, regardless of subject matter, until one year after termination of his services as Mediator in this divorce.

3. The Mediator's firm may work on matters for or against either of us if such matters are unrelated to the subject matter of the mediation. The Mediator shall establish appropriate safeguards to insure that other members and employees of the Mediator's firm working on such matters do not have access to any confidential information obtained by the Mediator during the course of the mediation.

D. COMPENSATION

1. We agree to pay the Boston Law Collaborative, LLC for the Mediator's time at the hourly rate of \$_____.

2. We understand that we will be billed for all time spent in preparation for and at appointments, in telephone conferences and in preparing documents, and that we will be billed for necessary expenses such as copies, faxes, and long distance telephone calls.

3. We agree to pay all resulting mediation fees and costs in the following manner: ___% by _____ and ___% by _____.

4. We agree to pay a retainer of \$_____ at the commencement of the mediation process, which will be applied toward the mediation services rendered and the administrative fee.

5. In the event that a Party cancels a scheduled mediation session on less than two weeks' notice to the Mediator, that Party shall pay the Mediator a cancellation charge of \$500. If both Parties cancel a scheduled mediation session on less than 48 hours notice to the Mediator, each Party shall pay the Mediator a cancellation charge of \$250.

E. COUNTERPARTS

This Agreement may be executed in three counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument.

David Hoffman

Date: _____

Date: _____

Date: _____