

SETTLEMENT AGREEMENT

AGREEMENT made as of April ___, 2003, by and between SMITH and JONES (collectively, the "Parties").

PREMISES

The following sets forth the background of this Agreement:

A. On or about _____, 2003, SMITH filed a civil action in Norfolk Superior Court (Docket No. _____) (the "Litigation"), seeking _____.

B. The Parties wish to resolve the dispute which gave rise to the Litigation and any other claims or potential claims which either Party has or may have against the other, and they have entered into this Agreement for that purpose.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Payment. SMITH agrees to pay JONES, on or before April ___, 2003, the sum of \$130,000.

2. Releases and Covenant Not to Sue. The Parties agree to execute and exchange general releases in the form attached hereto as Exhibit A contemporaneously with the payment described in paragraph 1 of this Agreement.

3. Stipulation of Dismissal. The parties agree to sign and file, contemporaneously with the payment described in paragraph 1 of this Agreement, a Stipulation of Dismissal of the Litigation in the form attached hereto as Exhibit B.

4. Disputed Claim. It is understood and agreed by the Parties that this Agreement is a settlement of a disputed claim; that this settlement does not constitute an admission of liability or wrongdoing on the part of either party; that by entering into this Agreement, neither party admits that there has been any unlawful or wrongful act committed by that Party nor admits to liability in any way; and that this Agreement is a compromise sought by the parties to resolve the Litigation and to minimize the expense associated with the Litigation.

5. Attorney's Fees. The Parties shall be responsible for the cost of their respective legal fees, and each Party waives any claim against the other Party for payment of same.

6. Mediation Fees. The Parties shall each pay 50% of the mediator's fees.

7. Entire Agreement. This Agreement constitutes the entire agreement of the Parties as to the subject matter hereof and supersedes all previous oral or written agreements between the Parties as to the subject matter hereof.

8. Modifications. No change, alteration or modification of this Agreement may be made except in a writing signed by both Parties.

9. Governing Law. The terms of this Agreement shall be governed by the law of the Commonwealth of Massachusetts.

9. Captions. The captions herein have been inserted solely for convenience of reference and shall in no way define, limit or describe the scope or substance of any provision of this Agreement.

10. Confidentiality. Notwithstanding the confidentiality of the mediation process, the parties agree that this Agreement may be presented to any court of competent jurisdiction for purposes of enforcement.

11. Copies. This Agreement may be executed in multiple counterparts, each bearing the signature of one or more Parties. Any copy bearing the signature of the Party to be charged may be deemed an original.

EXECUTED under seal as a Massachusetts instrument, as of the day and year first above written.

SMITH

JONES

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

April ___, 2003

Then personally appeared before me the above-named JONES and acknowledged the foregoing instrument to be his free act and deed.

Notary Public

My commission expires:

_____, ss.

April ___, 2003

Then personally appeared before me the above-named SMITH and acknowledged the foregoing instrument to be her free act and deed.

Notary Public

My commission expires:

EXHIBIT A

Releases

In consideration of the terms of a settlement agreement executed by SMITH and JONES dated April __, 2003, payment by SMITH to JONES of \$130,000, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JONES on behalf of himself, his executors, heirs, assigns, and personal representatives, hereby releases and forever discharges SMITH of and from any claims, actions, causes of action, liabilities and obligations of whatever name, nature, and description which JONES now has or may ever have had from the beginning of the world through the date hereof against SMITH, including without limitation those claims asserted in a civil action filed in Norfolk Superior Court, SMITH v. JONES (Docket No. _____).

Date: _____

JONES

In consideration of the terms of a settlement agreement executed by SMITH and JONES dated April __, 2003, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SMITH on behalf of herself, her executors, heirs, assigns, and personal representatives, hereby releases and forever discharges JONES of and from any claims, actions, causes of action, liabilities and obligations of whatever name, nature, and description which SMITH now has or may ever have had from the beginning of the world through the date hereof against JONES, including without limitation those claims which were asserted, or could have been asserted, in a civil action filed in Norfolk Superior Court, SMITH v. JONES (Docket No. _____).

Date: _____

SMITH

EXHIBIT B
COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
DOCKET NO. _____

SMITH,)
) Plaintiff,)
) v.)
))
JONES,)
) Defendant.)
_____)

STIPULATION OF DISMISSAL

Pursuant to Mass. R. Civ. P. 41(a)(1)(ii), the parties in the above-entitled matter hereby agree and stipulate that all claims and counterclaims in this matter shall be dismissed with prejudice and without costs, and all rights of appeal are hereby waived.

SMITH

JONES

Name
Address

Name
Address

Counsel SMITH

Counsel for JONES

Date: _____

Date: _____