

SETTLEMENT AGREEMENT AND RELEASE

This Agreement is made as of this ____ day of July, 2003, between ABC Management Company ("ABC") and John Smith ("Smith").

WHEREAS Smith has been employed by ABC since approximately March 11, 2003, in the position of energy analyst/portfolio manager in ABC's Research Department; and

WHEREAS Smith claims (a) that he was promised certain responsibilities in his position at ABC; (b) that in reliance on those assurances he left a secure position at a major investment bank in New York City, placed his home in New Canaan, Connecticut, under agreement, and made a non-refundable deposit on a new home in Anytown, Massachusetts; and (c) that his responsibilities at ABC differed substantially from those he was promised; and

WHEREAS Smith claims that ABC is liable to him for misrepresentation and that the resulting damages he has suffered are in excess of \$112,155; and

WHEREAS ABC denies any wrongdoing in connection with Smith's employment; and

WHEREAS ABC and Smith wish to reach an amicable resolution of their dispute;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter set forth, the parties agree as follows:

1. No Admission of Liability. This Agreement is not intended to and does not constitute an admission of liability by either party, and shall not be used as evidence of liability or wrongdoing on the part of any party hereto.

2. Termination of Employment. Smith's employment at ABC will terminate at the close of business on July 15, 2003.

3. Payment to Smith. If, on the eighth day after the execution of this Agreement, Smith has not revoked his assent to the Agreement, ABC shall reimburse Smith for \$112,155 for losses incurred by Smith in connection with the relocation of his home from Connecticut to Massachusetts.

4. Release and Waiver of Claims by Smith. Smith on his behalf and on behalf of his heirs, executors, administrators, and assigns, hereby releases, waives, and discharges any and all claims, causes of action, or rights which he now has or may have had against ABC, or any of its past or present directors, officers, employees, agents, successors, or assigns, individually or in their official capacities, from the beginning of the world to this date, including without limitation, claims arising out of or relating to his employment or its termination or pursuant to the federal Age Discrimination in Employment Act, as amended; the Older Workers' Benefit Protection Act, as amended; the Massachusetts Fair Employment Practices Act, as amended; the Massachusetts Civil Rights Act, as amended; the Massachusetts Equal Rights Act, as amended; other federal, state, or local employment laws, regulations, or other requirements; or the common law. This release does not include any right of indemnification Smith may have under an errors and omissions insurance policy carried by ABC for the benefit of itself and its employees, or any right of

indemnification Smith may have under ABC's bylaws or under the common law. It also does not include any claim for Worker's Compensation benefits which Smith may have attributable to his service with ABC.

5. Release and Waiver of Claims by ABC. ABC on its behalf and on behalf of its affiliates, directors, officers, employees, agents, successors and assigns hereby releases, waives, and discharges any and all claims, causes of action, or rights which ABC now has or may have had against Smith, his heirs, executors, administrators or assigns, from the beginning of the world to this date, including without limitation, claims arising out of or in any way connected with Smith's employment relationship with ABC or the termination of his employment from ABC.

6. Revocation Period. Prior to executing this Agreement, Smith was advised to consult with an attorney about the terms of this Agreement and was given a period of at least 21 days within which to consider this Agreement. For a period of seven (7) days following the date this Agreement is executed, Smith may revoke the Agreement by delivering to ABC within that period of time a written statement to that effect. This Agreement shall become effective and enforceable when the seven-day revocation period has expired, if Smith has not revoked his assent to this Agreement.

7. Non-disparagement. ABC and its affiliates, officers, directors, agents, trustees, and employees agree that they will not disparage or make negative statements about Smith, and Smith agrees that he will not disparage or make negative statements about ABC or its affiliates, officers, directors, agents, trustees or employees. If ABC receives any inquiry about Smith's employment with ABC and/or the circumstances of his resignation from ABC, it will provide only the following information: (a) that Smith was employed from March 11, 1996 through July 15, 1996; (b) that his position was energy analyst/portfolio manager; (c) that his resignation from ABC was voluntary and not for reasons relating to his performance; and (d) that he left as an employee in good standing.

8. Confidentiality. The parties agree that they will keep the terms of this Agreement confidential, and that they will not hereafter disclose any information concerning this Agreement to anyone, except legal counsel, financial advisors, or (in Smith's case) an immediate family member, provided that such person agrees to keep such information completely confidential.

9. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and assigns.

10. Integration. The parties agree that this Agreement is a fully integrated document and constitutes the entire agreement between them. The parties expressly disclaim reliance on any representations, written or oral, other than those contained in this document.

11. Modification. This Agreement may not be amended or modified except by a writing signed by all of the parties hereto.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

13. Severability. If any term or provision of this Agreement shall be held or deemed to be invalid, inoperative or unenforceable to any extent by a court of competent jurisdiction, such circumstance shall in no way affect any other term or provision of this Agreement, the application of such term or provision in any other circumstances, or the validity or enforceability of this Agreement.

14. Dispute Resolution. Any dispute arising under or relating to this agreement shall be resolved by binding arbitration pursuant to the then-applicable Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator. The arbitration shall take place in Boston, Massachusetts, and shall be governed by, and conducted in accordance with, the Federal Arbitration Act, 9 U.S.C. §1 et seq. The arbitrator shall have the power to determine arbitrability and shall award reasonable attorney's fees and costs to the prevailing party.

15. Paragraph Headings. The paragraph headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

16. Counterparts. This Agreement may be executed simultaneously in two counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed in Boston, Massachusetts as of this ____ day of July 2003.

John Smith

ABC Management Company

By: _____

Its: _____