

MEDIATION/ARBITRATION SUBMISSION AGREEMENT

ABC Insurance, A Mutual Company ("ABC"), and Lori Jones and Jacqueline Jones (the "Plaintiffs") hereby agree to submit to mediation/arbitration the amount of compensation to which Jacqueline Jones is entitled in connection with the auto-moped accident that occurred on August 28, 2015 in Duxbury, Massachusetts (the "Accident").

BACKGROUND INFORMATION

A. ABC's insured Robert Smith ("Smith") was driving the car involved in the Accident. Smith's insurance policy provides \$100,000 coverage per person in connection with the Accident.

B. As a result of the Accident, Lori Jones suffered personal injuries and her mother Jacqueline Jones suffered a loss of parental consortium. The Plaintiffs have filed an action in Plymouth Superior Court, Jones et al. v. Smith (No. 86-2524) (the "Litigation"), in which they are seeking compensation for those injuries.

C. The Plaintiffs and ABC (collectively, the "Parties") have attempted to negotiate a resolution of this matter but have not succeeded in reaching a settlement.

D. The Plaintiffs and ABC now seek to resolve this matter through mediation/arbitration, as provided in this Agreement.

E. Because Smith has filed a bankruptcy petition, the Plaintiffs and ABC recognize that the approval of the Bankruptcy Court must be obtained before they may carry out the terms of this Agreement.

AGREEMENT

1. Selection of Neutral. The Plaintiffs and ABC shall select an individual to serve as the mediator/arbitrator (the "Neutral") within 15 days of the execution of this Agreement. If they cannot agree on a Neutral, the Parties shall request that the President of the Massachusetts Bar Association select the Neutral.

2. Payment of Neutral. The Neutral shall be paid \$500/hour for his/her services, with the fee to be paid 50% by the Plaintiffs and 50% by ABC.

3. Timing of Mediation/Arbitration. The proceedings called for under this Agreement shall be conducted within 30 days of the execution of this Agreement, at a time and place agreed upon by the Parties and the Neutral.

4. Mediation/Arbitration Proceedings.

(a) The sole matter to be decided in the mediation/arbitration proceedings is the amount to be paid by ABC to Jacqueline Jones. If the amount is determined by arbitration, the amount of any award shall be increased by the amount of statutory prejudgment interest payable under Massachusetts law, but in any event no more than \$100,000. The Parties agree that ABC shall pay Lori Jones \$100,000 (without prejudgment interest), for bodily injury, plus \$795.00 (plus prejudgment interest) for property damage incurred as a result of the Accident.

(b) The proceedings will be attended by representatives of Jacqueline Jones and ABC and any witness(es) whose testimony they choose to present to the Neutral.

(c) A maximum of three hours will be devoted to the mediation portion of the proceedings. The Neutral may meet with the Parties jointly or in caucus. If the Parties agree that the mediation has been unsuccessful, that phase of the proceedings may be terminated at any time.

(d) If the Parties reach a settlement during the mediation phase of these proceedings, ABC shall execute, before the proceedings are adjourned, an Agreement for Judgment, in accordance with paragraph 7 of this Agreement.

(e) If the Parties do not reach a settlement in the mediation phase of these proceedings, they shall begin the arbitration phase of the proceedings forthwith.

(f) A maximum of three hours will be devoted to the arbitration portion of the proceedings. During the arbitration phase of the proceedings, each Party may make a presentation totaling no more than one and a half hours. If the Parties cannot agree on the manner in which the time for their presentations shall be divided (e.g., opening statement, closing statement, etc.) the allotment of time will be determined by the Neutral.

(g) The Neutral shall be the judge of the relevance and materiality of the evidence offered by the Parties, and conformity to legal rules of evidence shall not be necessary. The arbitrator may receive and consider the evidence of witnesses by affidavit or by transcripts of their deposition testimony.

(h) The mediation/arbitration proceedings shall be completed in one day. If the matter is resolved by arbitration, the arbitrator's award shall be issued within 30 days after the conclusion of the proceedings.

5. Limitation on Award. The Parties agree that in no event shall ABC be liable for less than \$10,000 (including interest) or more than \$100,000 (including interest) on the claim of Jacqueline Jones.

6. Appeal. If this matter is resolved by arbitration, the decision of the Neutral shall be final and the Parties hereby waive all rights of appeal.

7. Agreement for Judgment. At the conclusion of the proceedings (whether by settlement or arbitration award), ABC will arrange for execution of an Agreement for Judgment by Marshall stipulating to the entry of judgment against Smith in the Litigation in the amount agreed upon or determined in the mediation/arbitration proceedings. Counsel for the Plaintiffs will hold the executed agreement for judgment in escrow as security for the payment by ABC of the settlement or award.

8. Settlement or Award. Within 15 days of any settlement reached by mediation or of the arbitration award, ABC shall pay Lori Jones the amount provided for in paragraph 4(a) of this Agreement and Jackie Jones the amount agreed upon in the

settlement or awarded by the arbitrator. Contemporaneously with the payment of these amounts, the Parties shall exchange Releases in the form attached hereto as Exhibit A and execute a stipulation of dismissal of the Litigation.

9. Binding Agreement. This Agreement shall be binding on the Parties' heirs, successors, agents, representatives, and assigns.

10. Copies. This Agreement may be executed in multiple counterparts, each bearing the signature of one or both 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 of October, 2016

JACQUELINE JONES and
LORI JONES

ABC INSURANCE,
A Mutual Company

By their attorney,

By: _____

Its: _____

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