MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement ("Agreement") is entered into on this __th day of January, among plaintiff and defendants relating to the claims and defenses asserted in the above referenced matter ("Lawsuit") involving, principally, allegations of

.

MEDIATION AGREEMENT

Attached and incorporated herein by this reference is the Agreement to Mediate signed by the parties, who each acknowledge that this is a binding agreement relating to settlement of claims asserted in the Lawsuit as reached through the process of mediation. The parties further acknowledge that, pursuant to the requirements of the Minnesota Civil Mediation Act, they have been advised that:

a.   the mediator, Donald R. McNeil, has no duty to protect either of their interests or to provide them with any information about their legal rights;

b.   signing a mediated settlement agreement may adversely affect their legal rights;

c.   the parties may, and in fact have, consulted with an attorney before signing this Agreement in order that they may be certain of their rights; and

d.   This is a mediated settlement reached pursuant to the provisions and requirements of the Minnesota Civil Mediation Act and case law interpreting the same. The parties understand and acknowledge that it is a binding and conclusive resolution of the Lawsuit pursuant to the terms of

this Agreement. The parties have mediated for a full session on   , and have reached final agreement with the assistance of the mediator.

Now, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions of settlement of the Lawsuit:

1.　　**Payments**. Defendants shall pay to Plaintiff the total sum of Thousand and no/100 Dollars ($0,000.00) no later than .

2.　　**Release of Claims**. In consideration of the sums described in Paragraph 1 above, the sufficiency of which is hereby acknowledged, the Parties hereby unconditionally mutually release and forever discharge each other, and their respective insurers, successors, parents, affiliates, assigns, agents, employees, and the officers, directors and assigns of each from any and all claims that were made, or could have been made in the Lawsuit of whatever kind or nature that is in any way connected with or any portion thereof that were alleged, or could have been alleged in the Lawsuit. It is the intention of the parties that this is a full and final mutual release of claims which were asserted or which could have been asserted in the Lawsuit. The Parties understand and expressly agree that this Release includes all unknown damages and consequences on account of or because of any claims asserted or that could have been asserted in the Action, regardless of whether such damages or consequences occur in the future.

3.　　**Nondisparagement**. The parties shall refrain from disparaging each other, or any of their officers, owners, agents, or principals. If asked about resolution of the

Lawsuit, each shall simply state that the matter has been resolved to their mutual satisfaction.

4.   **<u>Signatory Authority/Voluntary Execution</u>**. Each of the signatories to this Agreement acknowledge that they are signing the same of their own free act and deed, after having had full benefit of legal counsel, and without being under any coercion, promise, or commitment, except as those expressly contained herein.

5.   **<u>Non-Admission</u>**. The Parties each understand and agree that the acts done and evidenced by this Agreement and the covenants granted under this Agreement are done and granted solely to compromise disputed claims and to avoid further costs in connection with the claims; and they shall not constitute, nor be construed as, an admission of any liability on the part of the Parties.

6.   **<u>Execution in Counterpart</u>**. This Agreement may be signed in counterpart, meaning that not all signatures need appear on the same page of the Agreement for it to be effective. Facsimile and electronic signatures shall be deemed as originals.

[SIGNATURES APPEAR ON SEPARATE PAGE]