

SETTLEMENT AGREEMENT

This Settlement Agreement, together with its Exhibits, is made as of _____, 2014, by and between the Settling Defendants (as defined below), on the one hand, and the Settling Plaintiffs (as defined below), on the other hand, regarding the settlement of all cases and claims between them involving methyl tertiary butyl ether and Other Authorized Oxygenates (as defined below), including but not limited to all cases and claims in the MDL litigation captioned: *Town of Hinesburg vs. Atlantic Richfield Co., et al., In re Methyl Tertiary Butyl Ether (“MTBE”) Products Liability Litigation*, Master File No. 1:00-1898, MDL 1358 (SAS), M21-88 (S.D.N.Y.) (hereinafter collectively referred to as the “Settlement Agreement”).

I. RECITALS

WHEREAS, methyl tertiary butyl ether (“MTBE”) was used as an octane enhancer and a component oxygenate of, and additive to, gasoline at certain times by certain manufacturers and refiners of gasoline;

WHEREAS, tertiary butyl alcohol (“TBA”) may have been used as a component oxygenate of, and additive to, gasoline at certain times and is a breakdown product of MTBE;

WHEREAS, certain Plaintiffs have commenced and maintain lawsuits in various jurisdictions, including but not limited to MDL 1358, in connection with MTBE and/or TBA;

WHEREAS, Settling Defendants (as defined below), while not admitting any wrongdoing or conceding that Plaintiffs have suffered any cognizable injury due to MTBE and/or TBA, nonetheless wish to resolve these lawsuits and claims to avoid the costs, expense, and uncertainty inherent in the litigation;

WHEREAS, Settling Plaintiffs (as defined below) also wish to avoid the costs, expense, and the uncertainty inherent in litigation,

NOW THEREFORE, the Settling Defendants and Settling Plaintiffs agree as follows:

II. DEFINITIONS

Terms used in this Settlement Agreement and the Exhibits thereto shall have the meanings defined below or as otherwise defined in this Settlement Agreement:

2.1 “Aggregate Settlement Payment” means the total amount that shall be paid to Settling Plaintiffs as a group pursuant to Article VI, which amount shall comprise the sum of the several and not joint payment obligations of each of the Settling Defendants pursuant to the Defendants’ Allocation and which amount should equal \$4,300,000 (four million three hundred thousand dollars) provided that all Plaintiffs and other entities identified on the attached Exhibit A become and remain Settling Plaintiffs and all Settling Defendants become and remain Settling Defendants.

2.2 “Allocation of Settlement Proceeds” means the confidential percentage-allocated shares of each Settling Plaintiff of the Aggregate Settlement Payment as agreed to by the Settling Plaintiffs after full disclosure.

2.3 “Aquifer” means a sub-surface water-bearing zone or zones that supplies or potentially supplies drinking water and is accessed or accessible by wells.

2.4 “Bank” means Citibank, N.A. or other financial institution agreed upon by Settling Plaintiffs and Settling Defendants.

2.5 “BTEX” means benzene, toluene, ethyl benzene, trimethyl benzene, and all xylenes.

2.6 “Business Day” means any day other than (i) a Saturday or a Sunday or (ii) a day on which commercial banks in New York, New York are closed.

2.7 “Date of Execution” means _____, 2014, which is the deadline for all Settling Plaintiffs to provide to Settling Defendants in the manner set forth below duly executed Settlement Agreements, Escrow Agreement, Release and Indemnity Agreements and the deadline

for all Settling Defendants to provide to Settling Plaintiffs duly executed Settlement Agreements and Escrow Agreement.

2.8 “Defendants’ Allocation” means the confidential percentage-allocated share of each Settling Defendant of the Aggregate Settlement Payment.

2.9 “Effective Date” means the day following the occurrence of the last of each and every one of the following events: (1) the execution and delivery as set forth herein of this Settlement Agreement by all Settling Plaintiffs and all Settling Defendants, (2) the execution and delivery as set forth herein of the Escrow Agreement on behalf of all Settling Plaintiffs and all Settling Defendants and the Escrow Agent, (3) the completion and exchange of any and all necessary authorizations and/or ratifications of this Settlement Agreement and the Escrow Agreement, whether corporate, partnership, governmental or quasi-governmental, (4) execution and delivery as set forth herein of binding Release and Indemnity Agreements in the form required by this Settlement Agreement in favor of the Settling Defendants by all Settling Plaintiffs, (5) the delivery as set forth herein of executed Stipulations of Dismissal with prejudice in the form required by this Settlement Agreement in favor of the Settling Defendants and any Released Parties who are parties to any of the litigation covered by this Settlement Agreement by all necessary Settling Plaintiffs, (6) all hearings and the entry of findings and final orders by the court in MDL 1358 and/or all other competent court(s) or other alternative procedure provided under law necessary to extinguish claims for contribution by any non-settling alleged joint tortfeasors under the law of all applicable jurisdictions in all of the cases subject to this Settlement Agreement, (7) the expiration of the time to appeal every such court determination as to the good faith or other approval of this Settlement Agreement, or if an appeal is taken, when all such appeals are exhausted and the Settlement Agreement and the good faith nature or other approvals of the Settlement Agreement under all applicable jurisdictions is upheld and final. However, notwithstanding any provision to the contrary above, in the event any Attorney General for any state or any other Governmental Authority seeks to intervene in any pending case covered by this Settlement Agreement or commences a collateral lawsuit seeking to challenge this Settlement Agreement or the good faith nature of the Settlement Agreement, the Effective Date shall be stayed

until the day following the occurrence of the last of each and every one of the following: (1) all such efforts at intervention or collateral attack on this Settlement Agreement by all Attorneys General or other Governmental Authority have been denied or withdrawn, (2) the time to appeal from such denial has expired without an appeal having been taken, and (3) in the event an appeal is taken, all appeals are concluded and the denial of the efforts of any such Attorneys General or other Governmental Authority to intervene or collaterally attack this Settlement Agreement has been sustained and no further appeals are permitted therefrom (referred to throughout as the “Effective Date” or “Effective Date of this Settlement Agreement”).

2.10 “Escrow” means the escrow account established with the Escrow Agent, which shall include an account in Citibank, N.A. or other financial institution agreed to by the parties (“Escrow Account”), which shall be used to: (i) pool the several, and not joint, payments by the Settling Defendants in accordance with each Settling Defendant’s allocated share of the Aggregate Settlement Payment in a non-interest-bearing account following the Effective Date, (ii) transfer the Aggregate Settlement Payment to the Settling Plaintiffs in accordance with the terms of this Settlement Agreement and Allocation of Settlement Proceeds, and (iii) in the event the Effective Date is delayed for reasons set forth in Paragraph 6.14, accumulate the several, and not joint, payments by the Settling Defendants in accordance with each Settling Defendant’s allocated share of the Aggregate Settlement Payment in an interest-bearing account pending the occurrence of the Effective Date or Termination of the Settlement Agreement, in accordance with the Escrow Agreement attached as Exhibit C.

2.11 “Escrow Agent” shall be Citibank, N.A. or such other person or entity agreed to by counsel for the parties or selected under the terms of the Escrow Agreement.

2.12 “Escrow Agreement” is the form of agreement attached as Exhibit C, which Settling Defendants and Settling Plaintiffs expressly authorize the individuals set forth in Exhibit C as the designated authorized representatives of the Settling Defendants and Settling Plaintiffs, respectively, to enter into with the Escrow Agent on behalf of and for the benefit of the Settling Defendants and Settling Plaintiffs, respectively.

2.13 “Governmental Authority” means any government, any governmental, quasi-governmental or regulatory entity, department, commission, board, agency, authority, legislative body, or instrumentality, and any court, tribunal, or judicial body, in each case whether federal, state, or local, and any of their officers, directors, elected officials or employees acting in their official capacity.

2.14 “MDL 1358” means the court and all of the cases subject to this Settlement Agreement, before the court in the matter captioned: *In re Methyl Tertiary Butyl Ether (“MTBE”) Products Liability Litigation*, Master File No. 1:00-1898, MDL 1358 (SAS), M21-88 (S.D.N.Y.).

2.15 “MTBE” means methyl tertiary butyl ether and any associated breakdown products thereof.

2.16 “Other Authorized Oxygenates” means any chemical compound certified for use as an oxygenate under the provisions of the Clean Air Act Amendments of 1990 or as a Renewable Fuel, as defined below, under the provisions of the Energy Policy Act of 2005, including but not limited to, tertiary butyl alcohol (“TBA”), diisopropyl ether (“DIPE”), ethanol, tertiary amyl methyl ether (“TAME”), and ethyl tertiary butyl ether (“ETBE”), whether used in gasoline at any time as an octane enhancer, oxygenate pursuant to the requirements of the Clean Air Act Amendments of 1990, or for any other reason, and any associated breakdown products thereof.

2.17 “Payment Obligation” refers to the obligation of each Settling Defendant to deposit with the Escrow Agent its allocated share of the Aggregate Settlement Payment according to the Defendants’ Allocation pursuant to the terms of this Settlement Agreement, which obligation is several and not joint.

2.18 “Public Water System” has the meaning prescribed by Section 1401(4) of the Safe Drinking Water Act (“SDWA”) in effect on the Date of Execution of this Settlement Agreement.

2.19 “Release and Indemnity Agreement” means the Release and Indemnity Agreement in the form of the attached Exhibit B of this Settlement Agreement.

2.20 “Released Claims” shall have the meaning given in Exhibit B of this Settlement Agreement.

2.21 “Released Parties” shall have the meaning given in Exhibit 1 of the Release and Indemnity Agreement, attached hereto as Exhibit B of this Settlement Agreement.

2.22 “Renewable Fuel” means ethanol and/or any other renewable fuel added to, or used as a component of, gasoline pursuant to the Energy Policy Act of 2005, regardless of when used in gasoline, past, present, or future.

2.23 “Settling Defendants” means, collectively, the entities described in Exhibit A.2 of this Settlement Agreement.¹

2.24 “Settling Plaintiffs” means the entities having claims or seeking relief relating to the actual or threatened presence of MTBE or Other Authorized Oxygenates in water that, as of the Date of Execution, have retained Baron & Budd and/or Weitz & Luxenberg, P.C., as identified on the attached Exhibit A.1 of this Settlement Agreement (hereinafter referred to collectively as “Settling Plaintiffs”).

2.25 “Stipulation of Dismissal” means the stipulation to be provided by each of the Settling Plaintiffs dismissing with prejudice each of the Settling Defendants and Released Parties from any and all litigation subject to this Settlement Agreement with each party to bear its own costs, and which shall be in a form substantially similar to the attached Exhibit D or other appropriate form for the applicable court in which it is to be filed.

2.26 “TBA” means tertiary butyl alcohol and any associated breakdown products thereof.

III. REPRESENTATIONS AND WARRANTIES OF SETTLING PLAINTIFFS

3.1 Settling Plaintiffs represent and warrant that the Allocation of Settlement Proceeds for the distribution of the Aggregate Settlement Payment, based upon the objective criteria developed for that purpose, has been disclosed and agreed to by all Settling Plaintiffs, and that all Settling Plaintiffs have seen the participation of, and allocations to, all other Settling Plaintiffs

¹ Settling Plaintiffs in some of the lawsuits named other entities as defendants that never existed or no longer exist. The definition of Settling Defendants contained herein does not include those non-existent entities, but it is the parties’ intention to settle, release, and dismiss all of Settling Plaintiffs’ claims against any and all of those non-existent entities, as reflected in the Release and Indemnity Agreement attached hereto as Exhibit B.

pursuant to the Allocation of Settlement Proceeds and consent to them. Settling Plaintiffs further represent and warrant that they have been advised of the total fees and costs to be paid to Plaintiffs' Counsel and the method by which such costs were apportioned among the Settling Plaintiffs. Settling Plaintiffs acknowledge that the Settling Defendants have not participated in the Allocation of Settlement Proceeds and do not have any responsibility for the allocation among the Settling Plaintiffs and any fees or costs to Plaintiffs' Counsel.

3.2 Settling Plaintiffs acknowledge that Settling Plaintiffs' Counsel has recommended to each of them that these settlement terms are fair and reasonable and should be accepted.

3.3 Each respective Settling Plaintiff represents that no other person or entity has any interest in the Released Claims of each respective Settling Plaintiff; that each respective Settling Plaintiff has the sole right and exclusive authority to execute this Settlement Agreement and the Release and Indemnity Agreement, and to receive the consideration specified in this Settlement Agreement; and that each respective Settling Plaintiff has not sold, assigned, transferred, conveyed, otherwise disposed of, granted a security interest in or lien on any of the Released Claims within the scope of this Settlement Agreement.

3.4 Each respective Settling Plaintiff represents and warrants that the execution, delivery, and performance by such Settling Plaintiff of this Settlement Agreement, and the execution, delivery, and performance by such Settling Plaintiff of the Release and Indemnity Agreement and the Stipulations of Dismissal, and the authority to cause the Escrow Agreement to be entered into for its benefit, have been approved by all necessary corporate authorities and Governmental Authorities for each respective Settling Plaintiff. Each respective Settling Plaintiff further represents and warrants that in connection with the execution, delivery, and performance of this Settlement Agreement, the Escrow Agreement, the Release and Indemnity Agreement, and the Stipulations of Dismissal, that each respective Settling Plaintiff has complied with all provisions of the Constitution and laws of the respective states of such Settling Plaintiff and the respective charter, rules, and regulations of such Settling Plaintiff, that each Settling Plaintiff has or has obtained the full power and authority to enter into this Settlement Agreement, the Escrow Agreement, the Release and Indemnity Agreement, and the Stipulations of Dismissal, and that their

execution, delivery, and performance by each respective Settling Plaintiff, or on its behalf, does not and will not contravene or constitute a default under any provision of applicable law or regulation or of any agreement, judgment, injunction, order, decree, or contractual restriction binding on such Settling Plaintiff or its property, and does not result in or require the creation or imposition of any lien, security interest, or other charge or encumbrance in favor of a third party upon or with respect to such Settling Plaintiff's property.

3.5 Each respective Settling Plaintiff further represents and warrants that no further approval, authorization, consent, order, notice to, or filing or registration with any Governmental Authority is required with respect to the participation by such Settling Plaintiff in this Settlement Agreement and the execution, delivery to, and performance by such Settling Plaintiff of this Settlement Agreement, the Escrow Agreement, the Release and Indemnity Agreement, and the Stipulations of Dismissal to which it is a party.

3.6 Each respective Settling Plaintiff also further represents and warrants that, without limiting the generality of the foregoing, such Settling Plaintiff is not entitled to any immunity on any grounds (i) with respect to the performance of their obligations under this Settlement Agreement or the Release and Indemnity Agreement, or (ii) from any legal proceedings to enforce the obligations hereunder or under the Escrow Agreement, the Release and Indemnity Agreement, and the Stipulations of Dismissal. Each respective Settling Plaintiff further represents and warrants that it will not challenge or contest the validity of this Settlement Agreement, the Escrow Agreement, or the Release and Indemnity Agreement and that each respective Settling Plaintiff forever waives any defense to the validity of the Settlement Agreement, the Escrow Agreement, and the Release and Indemnity Agreement, including any defense based on any claim the Settlement Agreement, the Escrow Agreement, and/or the Release and Indemnity Agreement are ultra vires, violative of sovereign immunity, or otherwise void.

3.7 This Settlement Agreement, the Release and Indemnity Agreement, and the Stipulations of Dismissal to which each respective Settling Plaintiff is a party, and the Escrow Agreement that is entered into for its benefit, have been or will be duly executed and delivered by an authorized representative of each Settling Plaintiff and are, or upon execution will be, the valid

and legally binding obligations of such Settling Plaintiff, enforceable against the respective Settling Plaintiff in accordance with their respective terms.

3.8 Each Settling Plaintiff respectively represents and warrants that all of its Public Water System operating wells and closed wells are listed on the attached Exhibit E, that each Settling Plaintiff owns and/or operates the respective wells identified as its operating or closed wells on the attached Exhibit E, and that it is the real party in interest in connection with those wells with standing, capacity, and authority to bring the Released Claims and to compromise them.

3.9 Each Settling Plaintiff respectively represents and warrants that all of its Public Water System operating wells and closed wells that have ever had a detected level of any amount of MTBE or TBA in a water sample from such well influent at any time are listed on the attached Exhibit E.

IV. OBLIGATIONS OF SETTLING PLAINTIFFS

4.1 On or before the Date of Execution, each respective Settling Plaintiff shall cause to be delivered to Scott Summy, Esq., at the location set forth in the Notice provisions herein, a validly executed Settlement Agreement.

4.2 On or before the Date of Execution, the Settling Plaintiffs also shall cause to be delivered to Scott Summy, Esq., at the location set forth in the Notice provisions herein, fully executed and binding Release and Indemnity Agreements substantially in the form of the attached Exhibit B, which must be valid and binding in all respects as against the Settling Plaintiffs on whose behalf each Release and Indemnity Agreement has been executed, and any actions by any Governmental Authority required for such Release and Indemnity Agreements to be valid and binding shall have occurred prior to their transmittal to Settling Defendants, and copies of such powers and/or authorizations by any Governmental Authority shall be included with the Release and Indemnity Agreements.

4.3 On or before the Date of Execution, the Settling Plaintiffs shall authorize and cause Scott Summy, Esq., of Baron & Budd PC or Robin Greenwald, Esq., of Weitz & Luxenberg PC to fully execute Stipulations of Dismissal substantially in the form of the attached Exhibit D, which

must be valid and binding in all respects as against the Settling Plaintiffs on whose behalf such stipulations have been executed and which shall dismiss with prejudice the Settling Defendants and any Released Parties from all litigation covered by this Settlement Agreement, including from all cases, claims, and lawsuits identified on the attached Exhibit F.

4.4 Each respective Settling Plaintiff specifically authorizes Scott Summy, Esq., of Baron & Budd PC and/or Robin Greenwald, Esq., of Weitz & Luxenberg PC to execute on its behalf and for its benefit the Escrow Agreement substantially in the form of the attached Exhibit C and to serve as designated authorized representatives of the Settling Plaintiffs under the terms of the Escrow Agreement. The executed Escrow Agreement shall be delivered to Settling Defendants and to the Escrow Agent on or about the Date of Execution. Settling Plaintiffs, jointly and severally, shall indemnify, hold harmless, and defend the Escrow Agent and Settling Plaintiffs' designated authorized representatives identified above, from and against any and all losses, claims, liabilities, and reasonable expenses which it or they may suffer or incur in connection with the performance of the duties and obligations under the Escrow Agreement, except for those losses, claims, liabilities, and expenses resulting solely and directly from its or their own gross negligence or willful misconduct. Further, Settling Plaintiffs agree that they shall be severally responsible to pay 50% of the remaining unpaid fees and expenses, if any, arising from the creation, administration, and regulatory compliance of the Escrow Account. Each Settling Plaintiff's share of such remaining unpaid fees and expenses shall be based on its respective share under the Allocation of Settlement Proceeds. The amount, if any, due and owing by Settling Plaintiffs under this Section may be deducted and paid by Baron & Budd PC from its MTBE Trust Account to which the principal amount of the Escrow Account is disbursed. Further, no attorney-client relationship is created between the designated authorized representatives for the Escrow Agreement identified above and any party to this Settlement Agreement, unless such attorney-client relationship existed beforehand. The Settling Plaintiffs, through counsel, shall confirm in a timely manner the appropriateness of the actions to be taken under the Escrow Agreement by the designated authorized representatives upon the request of the designated authorized representatives above.

4.5 All executed Settlement Agreements received by Settling Plaintiffs pursuant to Paragraph 6.1 herein shall be held in escrow until the Effective Date is reached. Upon receipt of the executed documentation delivered pursuant to Paragraph 6.1, the Settling Plaintiffs shall inspect and review such documentation for any deficiencies.

4.6 Within five (5) business days of the Date of Execution, the Settling Plaintiffs shall cause a written statement to be delivered to all parties identified in the Notice provision herein, indicating: (i) the identity of the respective Settling Defendants who have delivered the documentation referred to in Paragraph 6.1 in compliance with the Settlement Agreement, (ii) the identity of any Settling Defendants who have failed to deliver such documentation in compliance with the Settlement Agreement, and (iii) any deficiencies in the documentation submitted pursuant to Paragraph 6.1.

4.7 Any Settling Defendant whose documentation submitted under Paragraph 6.1 is identified as deficient shall have twenty (20) business days following notification pursuant to Paragraph 4.6 above to cure any identified deficiencies, unless otherwise agreed to in writing by the Settling Defendants and Settling Plaintiffs.

4.8 The inspection and review procedure, and the curing of any deficiencies, as set forth in Paragraphs 4.6 and 4.7 above, shall be completed before the occurrence of any court hearing on the good faith nature of the Settlement Agreement.

4.9 Settling Plaintiffs also hereby agree to reduce any judgment for any of the Released Claims that they might recover against any entity other than Settling Defendants by release and discharge in an amount, fraction, portion, or percentage necessary under applicable state or federal law to bar, eliminate, relieve, or satisfy claims against the Settling Defendants for contribution and/or indemnity to the fullest extent permitted by applicable state or federal law arising from any Released Claims, including any amount reallocated by applicable state or federal statute or common law to Settling Defendants resulting from uncollectibility and/or insolvency of other persons or entities determined to be at fault.

4.10 Settling Plaintiffs shall execute any additional documentation that may be required under applicable state or federal law in order to give full effect to this Settlement Agreement and

the Release and Indemnity Agreement and/or participate in and support this Settlement Agreement in any necessary good faith hearings before the MDL court or other courts required to make such a finding of good faith or any appeals of any court decisions on this issue.

4.11 Settling Plaintiffs acknowledge that they are not entitled to access or to receive any information regarding the Defendants' Allocation, which is confidential. Settling Plaintiffs agree that they will not seek to obtain the Defendants' Allocation subject to this Settlement Agreement or any other litigation. Unless the Defendants' Allocation is made public by the Settling Defendants as may be required by law, if necessary to establish the good faith nature of settlements by a court or court(s), or in the event of a default of performance by a Settling Defendant in which case Settling Plaintiffs will be apprised of that Settling Defendant's allocated share under the Defendants' Allocation in order to facilitate enforcement, if Settling Plaintiffs inadvertently or otherwise obtain the Defendants' Allocation, Settling Plaintiffs agree not to use or disseminate the information, but will notify Settling Defendants, return any documents reflecting Defendants' Allocation, and certify to Settling Defendants that the information will not be used or disseminated. Settling Plaintiffs agree that, Article XIII herein notwithstanding, in the event Settling Defendants must provide a court and/or non-settling defendants with the Defendants' Allocation in connection with establishing the good faith nature of the settlements under Article IX herein, Settling Plaintiffs agree to join in a motion seeking to have the Defendants' Allocation filed under seal and produced pursuant to orders of confidentiality.

4.12 Settling Plaintiffs agree that they shall provide to Settling Defendants, or to any of them, the Allocation of Settlement Proceeds with respect to all or some of the Settling Plaintiffs to the extent such information is to be used (i) in connection with establishing the good faith nature of the settlement, (ii) in connection with assisting one or more Settling Defendants with any insurance or reinsurance claims, tax issues, or financial or other reporting matters, or (iii) in the event a Settling Plaintiff does not provide executed settlement documentation as required or otherwise decides not to join this settlement. To the extent Settling Defendants provide the Allocation of Settlement Proceeds to any third-parties pursuant to subsection (ii) above, they shall do so pursuant to a confidentiality agreement.

V. REPRESENTATIONS AND WARRANTIES OF SETTLING DEFENDANTS

5.1 Each Settling Defendant represents and warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation, or other entity validly existing and in good standing under the laws of the jurisdiction of its registration.

5.2 Each Settling Defendant represents and warrants that all required corporate or other approvals have been obtained, permitting such Settling Defendant's undersigned representative to execute this Settlement Agreement and deliver it to the Settling Plaintiffs, through Settling Plaintiffs' counsel, with binding effect upon such Settling Defendant.

5.3 Each Settling Defendant represents and warrants that the execution, delivery, and performance by such Settling Defendant of this Settlement Agreement will not contravene or constitute a default under any provisions of applicable law or regulation or any agreement, judgment, injunction, order, decree, or contractual restriction binding on such Settling Defendant.

5.4 Each Settling Defendant represents and warrants that, except as provided in this Settlement Agreement, no further approval, authorization, consent, order, notice to, or filing, or registration with any Governmental Authority is required with respect to such Settling Defendant's participation in this Settlement Agreement and entering into and performing this Settlement Agreement or causing the Escrow Agreement to be entered into for its benefit.

5.5 Subject to the provisions of this Settlement Agreement, each Settling Defendant represents and warrants that no other person or entity has any interest in the claims it is releasing pursuant to Article VIII ("Settling Defendants' Release of Claims").

VI. OBLIGATIONS OF SETTLING DEFENDANTS

6.1 On or before the Date of Execution, each respective Settling Defendant shall cause to be delivered to Steven L. Leifer, Esq., at the location set forth in the Notice provisions herein, a validly executed Settlement Agreement.

6.2 Each respective Settling Defendant specifically authorizes Steven L. Leifer, Esq., of Baker Botts L.L.P. and James A. Pardo, Esq., of McDermott Will & Emery LLP to execute on its behalf and for its benefit the Escrow Agreement substantially in the form of the attached Exhibit C and to serve as designated authorized representatives of the Settling Defendants under the terms of the Escrow Agreement. The executed Escrow Agreement shall be delivered to Settling Plaintiffs and the Escrow Agent on or about the Date of Execution. Settling Defendants, jointly and severally, shall indemnify, hold harmless, and defend the Escrow Agent and Settling Defendants' designated authorized representatives identified above, from and against any and all losses, claims, liabilities and reasonable expenses which it or they may suffer or incur in connection with the performance of the duties and obligations under the Escrow Agreement, except for those losses, claims, liabilities, and expenses resulting solely and directly from its or their own gross negligence or willful misconduct. Further, Settling Defendants agree that they shall be severally responsible to pay 50% of the remaining unpaid fees and expenses, if any, arising from the creation, administration, and regulatory compliance of the Escrow Account. Each Settling Defendant's share of such remaining unpaid fees and expenses, if any, shall be based on its respective share under the Defendants' Allocation. Further, no attorney-client relationship is created between the designated authorized representatives for the Escrow Agreement identified above and any party to this Settlement Agreement, unless such attorney-client relationship existed beforehand. The Settling Defendants, through counsel, shall confirm in a timely manner the appropriateness of the actions to be taken under the Escrow Agreement by the designated authorized representatives upon the request of the designated authorized representatives above.

6.3 All executed Settlement Agreements, Release and Indemnity Agreements, and Stipulations of Dismissal received by Settling Defendants, pursuant to Paragraphs 4.1, 4.2, and 4.3 above, shall be held in escrow until the Effective Date is reached. In the event the Effective Date is not reached and this Settlement Agreement is terminated, the Release and Indemnity Agreements and the Stipulations of Dismissal shall be returned to the Settling Plaintiffs, and said documents shall be considered null and void. Upon the occurrence of the Effective Date, Settling Defendants

may cause the Stipulations of Dismissal with prejudice executed by each of the Settling Plaintiffs to be filed with the appropriate courts.

6.4 Upon receipt of the executed documentation delivered pursuant to Paragraphs 4.1, 4.2, and 4.3, the Settling Defendants shall inspect and review such documentation for any deficiencies.

6.5 Within ten (10) days of the Date of Execution, the Settling Defendants shall cause a written statement to be delivered to all parties identified in the Notice provision herein, indicating: (i) the identity of the respective Settling Plaintiffs who have delivered the documentation referred to in Paragraphs 4.1, 4.2, and 4.3 in compliance with the Settlement Agreement, (ii) the identity of any Settling Plaintiffs who have failed to deliver such documentation in compliance with the Settlement Agreement, and (iii) any deficiencies in the documentation submitted pursuant to Paragraphs 4.1, 4.2, and 4.3.

6.6 Any Settling Plaintiff whose documentation submitted under Paragraphs 4.1, 4.2, and 4.3 is deficient shall have twenty (20) business days following notification pursuant to Paragraph 6.4 above to cure any identified deficiencies, unless otherwise agreed to in writing by the Settling Defendants and Settling Plaintiffs. If a Settling Plaintiff takes more than twenty (20) business days to cure any such deficiencies, that Settling Plaintiff will be considered to have elected not to participate in the Settlement unless that Settling Plaintiff has requested and Settling Defendants have agreed, in writing and within ten (10) business days after the end of the cure period, to an extension of twenty (20) business days for that Settling Plaintiff. Such extension shall not be unreasonably withheld. Further extensions may be granted by Settling Defendants in writing in Settling Defendants' sole discretion.

6.7 The inspection and review procedure, and the curing of any deficiencies, as set forth in Paragraphs 6.5 and 6.6 above, shall be completed before the occurrence of any court hearing on the good faith nature of the Settlement Agreement.

6.8 All obligations of the Settling Defendants pursuant to this Settlement Agreement (including but not limited to the Payment Obligation) are intended to be, and shall remain, several and not joint obligations.

6.9 The Payment Obligation of each Settling Defendant shall be limited to the confidential percentage allocated share for that specific Settling Defendant of the Aggregate Settlement Payment.

6.10 In consideration of the representations and warranties of Settling Plaintiffs, the delivery of valid and binding Release and Indemnity Agreements in the form of the attached Exhibit B by Settling Plaintiffs to Settling Defendants, the delivery of valid and binding Stipulations of Dismissal in the form of the attached Exhibit D by Settling Plaintiffs to Settling Defendants, Settling Plaintiffs' compliance with the other provisions of this Settlement Agreement and the occurrence of the Effective Date, each Settling Defendant shall cause an amount equal to its respective share of the Aggregate Settlement Payment as determined by the Defendants' Allocation to be paid within ten (10) Business Days following the Effective Date to the Escrow Account subject to the Escrow Agreement for payment by the Escrow Agent to the Settling Plaintiffs pursuant to the terms of this Settlement Agreement and the Escrow Agreement. The Payment Obligation of each Settling Defendant is fully satisfied when its respective share of the Aggregate Settlement Payment is transferred into the Escrow Account.

6.11 Settling Plaintiffs and Settling Defendants shall direct the Escrow Agent to communicate in writing to the Settling Defendants the identity of each Settling Defendant that deposits funds into the Escrow Account and the amount of each such deposit. The Escrow Agent shall cause the release of the Aggregate Settlement Payment from Escrow to the Settling Plaintiffs in accordance with the Escrow Agreement no sooner than ten (10) Business Days following the Effective Date.

6.12 If for any reason, one or more Settling Defendants exercise a right of withdrawal or termination under Article VII or Article IX of this Settlement Agreement following the payment of funds by said Settling Defendants into Escrow, the funds will be returned to each Settling Defendant who exercised a right of withdrawal or termination under this Settlement Agreement with interest (if interest is earned pursuant to Paragraph 6.14) according to the payments made by said Settling Defendants under the Defendants' Allocation. If any Settling Defendant withdraws from the Settlement Agreement under Articles VII or IX, then the Escrow Agent, if requested by

the Settling Defendants and the Settling Plaintiffs, will confirm the identities of the remaining Settling Defendants who have fully complied with the payment plan provided by the Settling Defendants to the Escrow Agent.

6.13 The Aggregate Settlement Payment includes Settling Plaintiffs' attorney's fees and costs.

6.14 If an appeal or collateral attack is made on this Settlement Agreement and/or any court finding that this Settlement Agreement is a good faith settlement, thereby preventing the occurrence of the Effective Date, and all other preconditions for the occurrence of the Effective Date have been satisfied, the payments described in Paragraph 6.10 above shall be made into Escrow within ten (10) Business Days of the receipt of the pleading or other paper that prevents and/or delays the Effective Date from otherwise occurring. The sums paid into Escrow pursuant to this paragraph shall be deposited into an interest-bearing depository account or other investment permitted by the Escrow Agreement pending the occurrence of the Effective Date or the termination of the Settlement Agreement.

VII. SETTLING DEFENDANTS' RIGHT OF TERMINATION

7.1 In the event fewer than 100% of all Settling Plaintiffs accept these terms and validly execute this Settlement Agreement and deliver valid and binding Settlement Agreements, Release and Indemnity Agreements, and Stipulations of Dismissal as provided herein by the Date of Execution of this Settlement Agreement and/or the period permitted to cure deficiencies in their submission following the Date of Execution as set forth in Paragraph 6.6 above, each Settling Defendant, individually at its sole option, may terminate its participation under this Settlement Agreement, without prejudice to any parties and without any further obligation under the terms of this Settlement Agreement, by giving written notice to counsel for Settling Plaintiffs and counsel for Settling Defendants as set forth in the Notices provision of this Settlement Agreement within ten (10) days of receipt of notification of the identity and allocated shares of interest of those Settling Plaintiffs declining to execute this Settlement Agreement or who failed to submit the

required Releases and Stipulations of Dismissal within the period permitted under this Settlement Agreement, whichever is later.

7.2 In the event this Settlement Agreement is not terminated by Settling Defendants and continues with less than 100% participation by Settling Plaintiffs, the amount of the Aggregate Settlement Payment to be paid by Settling Defendants shall be reduced by the percentage amount allocated to any Settling Plaintiff who did not accept the terms of the Settlement Agreement and failed to validly execute this Settlement Agreement in addition to any other reductions to the Aggregate Settlement Payment under the terms of this Settlement Agreement. In the event that one or more Plaintiffs decline to execute the Settlement Agreement or fail to comply with documentation requirements, Plaintiffs' representatives (as listed in Section XIII) shall provide Defendants' representatives (as listed in Section XIII) with a copy of the allocation formula used to allocate settlement proceeds among the Settling Plaintiffs.

VIII. SETTLING DEFENDANTS' RELEASE OF CLAIMS

Within ten (10) Business Days of the Effective Date, any Settling Defendants who asserted claims against Settling Plaintiffs arising from the Released Claims in declaratory judgment actions or counterclaims agree to provide releases and stipulations of dismissal with prejudice as to those Settling Defendants to those Settling Plaintiffs against whom such declaratory judgment actions or counterclaims were brought, including any claims for fees and costs arising from the litigation that is subject to this Settlement Agreement.

IX. GOOD FAITH DETERMINATIONS

9.1 Within thirty (30) days following the Date of Execution and following the delivery to Settling Defendants as set forth herein of the executed Release and Indemnity Agreements and Stipulations of Dismissal by Settling Plaintiffs, the parties shall, if necessary, cause a motion to be filed in MDL 1358 or other competent court for any case listed on Exhibit F not part of MDL 1358 seeking the court's order approving each Settling Plaintiff's settlement that may require such an

order to extinguish claims for contribution and indemnity against Settling Defendants, as a good faith settlement under applicable law in connection with those cases listed in Exhibit F.

9.2 If any court finds any of the Settling Plaintiffs' settlements not to be in good faith, any Settling Defendant to this Settlement Agreement may, within thirty (30) days of written notice of such event, declare in writing to those listed under the Notice provision of this Settlement Agreement that this Settlement Agreement is void as to that Settling Defendant. Notwithstanding this provision, a Settling Defendant may seek an appeal of such ruling without prejudice to its ability to terminate its participation under the provisions of paragraph 9.3 below.

9.3 If any appellate court (including any Court of Appeals or Supreme Court) finds that this Settlement Agreement does not constitute a good faith settlement in connection with any Settling Plaintiff, any Settling Defendant to this Settlement Agreement may, within thirty (30) days of written notice of such event, declare in writing to those listed under the Notice provision of this Settlement Agreement that this Settlement Agreement is void as to that Settling Defendant.

9.4 If this Settlement Agreement becomes void due to the exercise of any provision of Article IX following the payment of the Aggregate Settlement Payment, or any part thereof, into Escrow pursuant to paragraph 6.14 above, then the funds with any accrued interest shall be repaid to the Settling Defendants who terminated their participation under this Settlement Agreement according to the payments made by the Settling Defendants into Escrow. In such event, the parties shall take such steps and execute such documents as may be required to restore the Settling Plaintiffs and such Settling Defendant to their respective positions as if this Settlement Agreement had never been entered into.

9.5 If any appellate court finds that any trial court lacked subject matter jurisdiction to decide the good faith of this Settlement Agreement, then the Settling Plaintiffs and Settling Defendants shall execute and file such motions or other papers with a court or courts of competent jurisdiction as may be necessary to obtain a final order(s) finding that the settlement is a good faith settlement under applicable law. The funds in Escrow will remain in Escrow until all good faith approvals have been granted and the Effective Date occurs or until the Settlement Agreement is terminated as set forth in the Escrow Agreement.

9.6 Settling Defendants agree that, Article XII herein notwithstanding, in the event either Settling Defendants or Settling Plaintiffs must provide a court and/or non-settling defendants with the Allocation of Settlement Proceeds in connection with establishing the good faith nature of the settlements under this Article IX, Settling Plaintiffs agree to provide the Allocation of Settlement Proceeds and Settling Defendants agree to join in a motion seeking to have the Allocation of Settlement Proceeds filed under seal and produced pursuant to orders of confidentiality.

X. NO ASSIGNMENT WITHOUT CONSENT

Neither the Settling Defendants, on the one hand, nor Settling Plaintiffs, on the other hand, may assign their rights or obligations under this Settlement Agreement without the consent of the other(s). That consent shall not be unreasonably withheld; provided, however, that no such assignment shall relieve the Settling Defendants or Settling Plaintiffs of their obligations under this Settlement Agreement. A merger, or divestiture of a subsidiary or division, or merger or reorganization of a Settling Defendant or Settling Plaintiff shall not be deemed an assignment for purposes of this Settlement Agreement.

XI. ALTERNATIVE DISPUTE RESOLUTION PROCESS

11.1 In the event of any dispute between any parties to this Settlement Agreement arising out of or relating to this Settlement Agreement or Escrow Agreement, those parties agree to try in good faith to settle the dispute by negotiation and/or mediation.

11.2 If the dispute cannot be resolved to those parties' mutual satisfaction through negotiation and/or mediation within thirty (30) days, the dispute shall be resolved through binding arbitration. It is the intent of the parties that any dispute between any parties to this Settlement Agreement arising out of or relating to this Settlement Agreement or Escrow Agreement which is not promptly resolved through negotiation or mediation shall be resolved through binding arbitration and that the arbitration be structured in such a way as to minimize costs and delay. The arbitration shall be conducted in accordance with the Judicial Arbitration and Mediation Service

(“JAMS”) Comprehensive Arbitration Rules and Procedures (“JAMS RULES”) with the following stipulations:

11.2.1 The arbitration hearing shall be held before a single arbitrator to be selected by the parties. The parties shall endeavor to agree upon an arbitrator as soon as practicable after the Date of Execution. If the parties are unable to select a single arbitrator, then, no later than 10 days after the first dispute is referred to arbitration pursuant to paragraph 11.2 above, the single arbitrator will be selected by the President of JAMS. If for any reason the selection procedures above fail, then each party to the dispute shall select an arbitrator, and those arbitrators shall select a third arbitrator, who shall be the single arbitrator for the dispute. If the two arbitrators are unable to agree upon a third arbitrator within 15 days, the third arbitrator shall be selected by the President of the New York City Bar Association. Any reference to an “arbitrator” in this Settlement Agreement shall be deemed a reference to an arbitrator selected pursuant to this paragraph.

11.2.2 The arbitrator(s) selected must be free of any interest affecting his/her impartiality, must make all appropriate disclosures to the parties, and must comply with all JAMS RULES and the JAMS Arbitrators Ethics Guidelines with respect to impartiality and disclosures.

11.2.3 The arbitrator may impose reasonable and equitable time limits on each arbitrating party’s presentation at the arbitration hearing, and shall endeavor to complete the hearing in ten (10) business days or less from the day the hearing is commenced.

11.2.4 The arbitration decision shall be rendered not later than thirty (30) days after the final day of the hearing and shall be judicially enforceable and binding in accordance with New York law.

11.2.5 Summaries of any expert testimony, along with copies of all documents to be submitted as exhibits, shall be exchanged at least ten (10) business days before the arbitration hearing under procedures set up by the arbitrator.

11.2.6 Except as otherwise specified herein, there shall be no discovery or dispositive motion practice except as may be permitted by the arbitrator, who may authorize only such discovery as is shown to be necessary to ensure a fair hearing.

11.2.7 The arbitrator may retain a technical expert to aid in deciding the dispute between the parties, in which event the technical expert shall be chosen by agreement of the arbitrating parties or, absent such agreement, by the arbitrator (subject to the arbitrating parties' right to disqualify the expert for conflict of interest). Arbitration costs and fees shall be divided equally between the Settling Plaintiff(s) on one hand and the Settling Defendant(s) on the other hand, and paid subject to reallocation as set forth in the next subparagraph. As among multiple Settling Plaintiffs, or multiple Settling Defendants, participating in the same arbitration, the costs and fees to be paid by each side shall be allocated among the multiple parties on that side in accordance with their relative allocations for purposes of the payments to or distributions from the Aggregate Settlement Payment, or as may be agreed to among the Settling Defendants or Settling Plaintiffs.

11.2.8 Arbitration costs, arbitrator's fees and reasonable attorneys' fees and costs shall be awarded to the prevailing parties, if any, by the arbitrator.

11.2.9 For disputes concerning construction and/or interpretation of this Settlement Agreement, the arbitrator's decision shall be governed by JAMS Rule 24(c).

11.2.10 The parties to this Settlement Agreement agree that any decision by the arbitrator that is not overturned by a reviewing court under applicable law shall have the same issue preclusion effect as a final judgment rendered by a court of competent jurisdiction.

11.2.11 The parties to this Settlement Agreement agree, notwithstanding the common law and to the fullest extent permitted by law, that the arbitrator may order the parties to take actions required to implement the terms of this Settlement Agreement or refrain from taking actions that are contrary to the terms of this Settlement Agreement.

XII. CONFIDENTIALITY PROVISIONS

The parties to this Settlement Agreement shall keep confidential the content of the negotiations, points of discussion, documents, communications, and supporting data utilized or prepared in connection with, or exchanged in discussion that preceded this Settlement Agreement.

The Settlement Agreement itself shall not be considered confidential if it is necessary to disclose the agreement to a court to permit a ruling on the good faith nature of the Settlement.

XIII. NOTICES

All notices, requests, demands, claims, and other communications that are required or may be given pursuant to this Settlement Agreement must be in writing and delivered personally against written receipt, by a recognized overnight delivery service, or by telecopy or electronic mail, to the parties at the addresses below (or to the attention of such other, different, or additional person or entity or such other address as any party may provide to the other party by notice in accordance with this paragraph). Any such notice or other communication will be deemed to have been given (i) if personally delivered, when so delivered, against written receipt, (ii) if sent by a nationally recognized overnight delivery service which guarantees next day delivery, one Business Day after being so sent, or (iii) if given by telecopier or electronic mail, once such notice or other communication is transmitted to the facsimile number specified below and the appropriate answer back or telephonic confirmation is received, or in the case of electronic mail, acknowledgement from the recipient (which shall be provided as requested) is received, provided that such notice or other communication is promptly thereafter delivered in accordance with the provisions of clauses (i) or (ii) hereof, in each case addressed to the intended recipient as set forth below. Any notice, request, demand, claim, or other communication given hereunder using any other means (including mail, electronic, or otherwise) shall not be deemed to have been duly given unless and until there is evidence that such notice, request, demand, claim, or other communication actually is received by the individual for whom it is intended. Further, nothing in this Settlement Agreement, including serving as a Designated Representative for notice purposes, shall be construed as creating an attorney-client relationship between any of the Designated Representatives for notice purposes identified below and any party to this Settlement Agreement, unless such attorney-client relationship existed beforehand.

FOR SETTTLING PLAINTIFFS:

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and:

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FAX: (214) 520-1181
Email: ssummy@baronbudd.com

FOR SETTTLING DEFENDANTS:

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and:

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340 Madison Avenue
New York, NY 10173-1922
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FAX: (202) 547-5444
Email: jpardo@mwe.com

XIV. WARRANTY OF AUTHORITY

Each person who executes this Settlement Agreement on behalf of a corporation, partnership, joint venture, unincorporated association, public authority, municipal corporation, government, or other entity, represents and warrants to each party that he or she has the authority to do so and has enclosed a certified copy of the requisite board or legislative resolution, power of

attorney, secretary's certificate, or other documentation evidencing the authority of each person below to enter into this Settlement Agreement on behalf of the respective settling person or entity indicated below.

XV. GOVERNING LAW

Except as otherwise provided, this Settlement Agreement and all actions arising out of or in connection with this Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of law or choice of law provisions thereof.

XVI. WAIVER

With respect to the release of the Released Claims, Settling Plaintiffs expressly waive any rights or benefits available under any state statute or law that limits a general release from extending to claims which Settling Plaintiffs do not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her might have materially affected his or her settlement with Settling Defendants.

XVII. NO ADMISSION

This Settlement Agreement is a compromise of disputed claims and fully and finally settles all claims by Settling Plaintiffs against the Released Parties, and prevents any further action in connection with the Released Claims against the Released Parties in the litigation that is the subject of this Settlement Agreement or in any other litigation. Neither the payment of any consideration hereunder nor anything contained in this Settlement Agreement or the Escrow Agreement, or the Release and Indemnity Agreement shall be interpreted or construed to be an admission of liability or of any facts on the part of, nor to the prejudice of, any of the Settling Plaintiffs, Settling Defendants, and/or Released Parties. The Released Parties expressly deny any and all liability associated with or related to the Released Claims.

XVIII. WARRANTY OF RIGHTS

Settling Plaintiffs, and each of them, represent and warrant to the Settling Defendants that they, respectively, have exclusive right and title to the wells listed on the attached Exhibit E. Settling Plaintiffs further represent and warrant to the Settling Defendants that each Settling Plaintiff has full authority to release the Released Claims in favor of the Released Parties as set forth in this Settlement Agreement and the Release and Indemnity Agreement.

XIX. ENTIRE AGREEMENT

Each party to this Settlement Agreement, individually and collectively, declares and represents that no promises, inducements, or other agreements not expressly contained herein between (1) Settling Plaintiffs and (2) Settling Defendants have been made with regard to the settlement of the Released Claims; that this Settlement Agreement contains the entire agreement between (1) Settling Plaintiffs and (2) Settling Defendants with respect to said subject matter; and that the terms of this Settlement Agreement, including all words, phrases, sentences, and paragraphs, including the recitals hereto, are contractual and not recitals only, and are material to the execution of this Settlement Agreement. All prior agreements and understandings, oral agreements and writings between (1) Settling Plaintiffs and (2) Settling Defendants regarding the matters set forth herein are expressly superseded hereby and are of no further force or effect. No part of this Settlement Agreement may be altered, amended, or modified in any respect, except by a writing duly executed by Settling Plaintiffs and the Settling Defendants.

XX. BINDING EFFECT

This Settlement Agreement hereto shall be binding upon and inure to the benefit of the Released Parties and the Settling Plaintiffs.

XXI. FURTHER DOCUMENTS

To the extent any documents are required to be executed by any of the parties to this Settlement Agreement to effectuate this Settlement Agreement, each party agrees to execute and

deliver such other and further documents as may be required to carry out the terms of this Settlement Agreement.

XXII. REPRESENTATION

Each party to this Settlement Agreement represents and acknowledges that it has been represented by counsel with respect to this Settlement Agreement and any and all matters covered by or related to such Settlement Agreement. Each party has been fully advised with respect to all rights which are affected by this Settlement Agreement.

XXIII. NEUTRAL CONSTRUCTION

The parties to this Settlement Agreement agree that this Settlement Agreement was negotiated fairly between them at arms' length and that the final terms of this Settlement Agreement are the product of the parties' negotiations. The parties agree that this Settlement Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Settlement Agreement therefore should not be construed against a party or parties to it on the grounds that the party or parties drafted or was more responsible for drafting the provision(s).

XXIV. VOLUNTARY AND KNOWING EXECUTION

Each party signing represents and warrants that it read, knows, and understands the contents of this Settlement Agreement, has executed this Settlement Agreement voluntarily, and has not been influenced by any person or persons or attorney acting on behalf of any other party.

XXV. HEADINGS, NUMBER, AND GENDER

Headings are used herein for convenience only and shall have no force or effect in the interpretation or construction of this Settlement Agreement. As used in this Settlement Agreement, the singular shall include the plural, and the masculine shall include the feminine and neuter genders.

XXVI. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Settlement Agreement.

XXVII. GOOD FAITH EFFORT

The parties to this Settlement Agreement shall use their respective good faith efforts to comply with their obligations under this Settlement Agreement.

XXVIII. NO WAIVER; REMEDIES

No failure on the part of any party to this Settlement Agreement to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

XXIX. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations and warranties of the parties to this Settlement Agreement have been and will be relied on by the other parties to this Settlement Agreement notwithstanding any investigation made by them.

XXX. PAYMENT OF ATTORNEYS' FEES AND COURT COSTS

Each party to this Settlement Agreement shall be responsible for the payment of its own court costs, attorneys' fees, and all other expenses, costs, and fees in connection with the matters referred to in this Settlement Agreement, except as expressly set forth herein.

XXXI. ATTORNEYS' FEES AND COSTS TO ENFORCE AGREEMENT

If any action is required to be taken by any party to enforce any decision of an arbitrator as provided in this Settlement Agreement, the prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs.

XXXII. ADMISSIBILITY OF AGREEMENT

The parties expressly agree that this Settlement Agreement is a protected communication under Federal Rule of Evidence 408 and any equivalent code or common law rule of evidence of any state; however, the same shall be admissible in (i) an arbitration or any proceeding to enforce an arbitral decision under this Settlement Agreement, (ii) a proceeding the sole purpose of which is to enforce the terms of this Settlement Agreement and its Exhibits hereto, (iii) any proceeding to establish an insurance or reinsurance claim by a Settling Defendant or Released Party, (iv) any proceeding to establish an appropriate set-off or credit to a judgment entered or to be entered in favor of a Settling Plaintiff against an entity other than a Settling Defendant or any Released Parties, or (iv) other proceeding where such admission is necessary to effectuate the terms of this Settlement Agreement, including but not limited to any proceeding necessary to determine the good faith of this Settlement.

XXXIII. EXECUTION BY COUNTERPARTS

This Settlement Agreement may be executed in one or more counterparts. All counterparts will constitute one instrument binding on the signatories upon execution of one or more counterparts by all parties. Counsel for any party shall be authorized to assemble a composite counterpart which shall consist of one copy of each page, except the signature pages, together with multiple counterpart signatures pages executed on behalf of every party to this Settlement Agreement. The composite counterpart may then be used by any party for all purposes as the complete signed and executed Settlement Agreement among the parties.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Settlement Agreement as of the day and year first above written.

Dated: _____

TOWN OF HINESBURG

By: _____
Signature of Authorized Official

Printed Name

Title

Approved as to Form:

Settling Plaintiff's Counsel

Dated: _____

[Insert Settling Defendant]

By: _____
Signature of Authorized Official

Printed Name

Title