

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

COPY

A. **WHEREAS**, Evans Juris of Gilford, N.H. (“**Claimant**”), acknowledges and agrees to the terms and conditions set forth in this Settlement Agreement and Release (“**Release**”); and

B. **WHEREAS**, Town of Gilford (“**Respondent**”), is a member of the Local Government Center Property Liability Trust, LLC (formerly known as New Hampshire Municipal Association-Property Liability Trust, Inc.- NHMA-PLT) (“**LGC, Inc.**”); and

C. **WHEREAS**, LGC, Inc. is organized and existing under the laws of the State of New Hampshire pursuant to N.H. RSA 5-B; and

D. **WHEREAS**, Claimant has asserted allegations against the Respondent in Juris v. Town of Gilford, Belknap County Superior Court, Docket # 08-C-0246 (“**Litigation**”); and

E. **WHEREAS**, Respondent denies all liability, wrongdoing, and responsibility for the Litigation allegations; and

F. **WHEREAS**, pursuant to N.H. RSA 5-B, LGC, Inc. investigated, evaluated, managed, and defended the claims brought by Claimant in the Litigation; and

G. **WHEREAS**, Claimant, after an opportunity to consult with independent counsel, and being desirous of resolving all claims against Respondent, knowingly and voluntarily agrees to remise, release, discharge, and waive any and all claims, actions, causes of action, suits, administrative charges, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, verdicts, demands, rights, loss of consortium, damages, losses, attorneys’ fees, loss of services, costs, expenses, compensation, liabilities and obligations whatsoever, from the beginning of time to the date of this Release, in law or in equity, at common law or under any

statute, regulation or law, whether State or Federal, including but not limited to:

- a. all State and Federal employment and civil rights laws, rules, and regulations;
- b. all State and Federal wage – hour, worker’s compensation, pension, and labor laws, rules, and regulations;
- c. all State and Federal tort and contract claims;
- d. all State and Federal common law rights;
- e. all State and Federal claims for attorney’s fees and costs;
- f. all State and Federal claims for exemplary, enhanced, and punitive damages; and
- g. any and all other State and Federal claims which he ever had, now has, or which his heirs, beneficiaries, administrators, or executors, can, shall, or may have against Releasees (as “**Releasees**” is defined below) for, or by reason of, any matter, cause or thing whatsoever, including but not limited to past, present, and future bodily injuries, personal injuries, pain and suffering, mental anguish, economic damages, property damages, psychological and/or emotional distress, loss of consortium, attorneys’ fees, costs, expenses, or interest, on account of any matters allegedly arising out of, or in any way associated with (1) Claimant’s former employment with Respondent; (2) allegations made by the Claimant against Respondent in the Litigation; and (3) any and all claims that were, or could have been, asserted in the Litigation (collectively referred to as “**Claims**”); and

H. WHEREAS, the nature, terms, and conditions of this Release constitute information which is privileged and confidential information pertaining to LGC, Inc.’s claim analysis and claim management under N.H. RSA 5-B:7.

NOW THEREFORE, in consideration of the terms and conditions contained herein, Claimant acknowledges and agrees to the following:

1. **Mutual General Release of All Claims**. Claimant and Respondent, for their executors, administrators, beneficiaries, or assigns, hereby fully remise, release, and discharge each other, LGC, Inc., and all their agents, representatives, employers, employees, servants, volunteers, independent contractors, officers, officials, directors, attorneys, insurers, indemnitors.

successors, and assigns, in their individual, business, and official capacities, as well as any other person and/or entity to the extent that such other person and/or entity could be deemed liable, by, through or under them (collectively referred to as “**Releasees**”), from any and all **Claims** (as previously defined in this Release) whatsoever, in law or in equity, which they ever had, now have, or which they can, shall, or may have against **Releasees**, from the beginning of time to the date of this Release for, or by reason of, any matter, cause, or thing whatsoever, arising out of, or in any way associated with (1) Claimant’s former employment with Respondent, (2) allegations in the Litigation; and (3) the Claims.

2. **Non-Admission.** This Release and settlement of the Litigation is a compromise of disputed claims. This Release and settlement of the Litigation is not to be construed, considered, or understood by Claimant, Respondent, Releasees, any news agencies, the general public, or any other person or entity, as an admission of liability, wrongdoing, or culpability on the part of Respondent, or any other person or entity. Respondent and Releasees expressly deny any and all liability, wrongdoing, and culpability regarding the Claims and Litigation.

3. **Consideration.** The following consideration will be provided to Claimant within thirty (30) days of the date Claimant has executed this Release:

LGC Inc. will provide the following consideration:

- i. LGC, Inc. will pay the sum of Thirty Seven Thousand One Hundred and Sixty Six Dollars and Sixty Six Cents (\$37,166.66) for alleged economic loss, which will be reduced by required withholding deductions based on Claimant’s former employment W-2 status with Respondent, and said sum will be distributed through Respondent;
- ii. LGC, Inc. will forward Claimant the sum of Thirty Seven Thousand One Hundred and Sixty Six Dollars and Sixty Six Cents (\$37,166.66), subject to a 1099 form to Claimant for alleged emotional distress; and

- iii. LGC, Inc. will forward McLaughlin Law Office, P.C. the sum of Thirty Seven Thousand One Hundred and Sixty Six Dollars and Sixty Six Cents (\$37,166.66), subject to (2) 1099 forms – one issued to Claimant and one issued to McLaughlin Law Office, P.C., each in the amount of \$37,166.66.
- iv. The Respondent shall reissue a check to Claimant in the after tax net amount of \$26,000.12.

4. **Responsibility and Indemnification with respect to Tax Treatment, if any.**

Claimant acknowledges and agrees that should the consideration set forth above, or any part thereof, be subject to any taxes, penalties, or interest, Claimant shall be solely responsible for all his taxes, penalties, or interest. Further, Claimant will indemnify, defend, and hold Releasees harmless from any claims by any taxing authority against Releasees concerning his taxes, penalties, or interest. Claimant further agrees that he will not assert, file or make any claims against Releasees for any such taxes, penalties, or interest they may be compelled to pay in connection with any disputes with the Internal Revenue Service or other taxing authority.

5. **Responsibility and Indemnification with Respect to Related Bills and Liens, if any.** Claimant acknowledges and agrees to be responsible for any and all related outstanding bills, liens, statements, rights of subrogation, or reimbursement for services rendered or payments made by any third party to Claimant, if any, including but not limited to legal, insurance providers, hospitals, medical and health care providers, Medicaid, Medicare, unemployment compensation, worker's compensation, or any other services or payments made or received, as a result of the Claims. In the event that any such third party asserts any claim against any of the Releasees for outstanding bills, liens, statements, rights of subrogation, or reimbursement for services rendered or payments made to Claimant by such third party, as a result of the Claims, then Claimant agrees to indemnify, defend, and hold harmless the Releasees

for any such claims.

6. **Waiver/Purpose/Representations.** Claimant represents that (a) no party is a prevailing party in the Litigation; (b) he is not entitled to request or be awarded attorneys' fees, interest or costs under any Federal, State, or administrative law or regulation; (c) he waives any such claims of attorneys' fees, interest, and costs; (d) the purpose of this Release is to "buy peace" from further dispute and controversy between and among Claimant and Releasees; (e) the consideration herein may or may not fully compensate Claimant for alleged losses; (f) court approval is not required for any provision of this Release; (g) Claimant has executed this Release with full knowledge of its legal significance; and (h) Claimant has done so to end all Claims and the Litigation.

In connection with this Settlement Agreement and Release and with respect to the Age Discrimination in Employment Act of 1967, which is subject to this Release and for which additional waiver language is required by statute, Claimant further acknowledges and agrees as follows:

- In accordance with the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act, Claimant states that his signature on this Agreement indicates his knowing and voluntary waiver of his rights and claims under the Age Discrimination in Employment Act and New Hampshire RSA 354-A through the date he executes this Agreement.
- Claimant acknowledges that this waiver is given in exchange for Respondent's promises and performance required by this Agreement.
- Claimant also acknowledges that he was advised by Respondent of his right to consult an attorney of his choosing with regard to this Agreement.
- Claimant understands that he has twenty-one (21) days from receipt to execute this Agreement and waiver and release of rights and claims under the Age Discrimination in Employment Act.

- Claimant understands that he can revoke this Agreement and waiver and release during the seven (7) days following its execution. Such revocation must be in writing and received by Respondent during the seven-day revocation period.
- If Claimant fails to execute this document within twenty-one (21) days of receipt or revokes it during the seven (7) days following its execution, Respondent need not perform any of its promises, and this Agreement shall become null and void.
- This Agreement shall not become effective, and therefore, none of the payments set forth in this Agreement shall become due until Claimant has executed the Agreement and the seven (7) day revocation period has expired without revocation being exercised.

7. **Confidentiality.** Claimant and Respondent acknowledge and agree that this Release may be kept on file at the municipal clerk's office and made available for public inspection, if required by N.H. RSA 507:17 and N.H. RSA 91-A:4 (VI).

Except as set forth above, Claimant and Respondent acknowledge and agree that this Release and its terms and conditions are otherwise confidential pursuant N.H. RSA 5-B:7. Claimant and Respondent agree not to publicly disclose, publish, or otherwise distribute, directly or indirectly, any information concerning this Release, the Litigation, the Claims, or the settlement of the Litigation, to any person or entity in the general public, except (1) as required by law; and (2) for specific professional investment planning and tax advice.

If any person or entity makes inquiry of Claimant or Respondent concerning this Release, the Litigation, the Claims, or the settlement of the Litigation, Claimant and Respondent will refer all such inquiries to their respective attorneys. Claimant and Respondent may respond to any such inquiries with the following, "I have no comment." or "The matter has been resolved."

8. **Consultation with Counsel.** In executing this Release, Claimant acknowledges that he has been advised to, and has consulted with counsel, and that he has executed this Release knowingly, voluntarily, and without undue influence or duress.

9. **Governing Law.** This Release shall be enforced in accordance with the laws of

the State of New Hampshire. In the event of litigation regarding this Release, Claimant expressly submits to the jurisdiction of New Hampshire.

10. **Severability.** Claimant and Respondent agree that if any provision of this document is deemed invalid or unenforceable, any such provision shall be divisible, and shall not affect in any way the remainder of this document, which shall remain in full force and effect.

11-11-2009
Dated

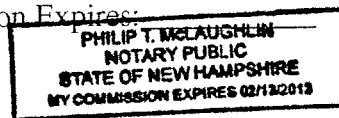
[Signature]
Evans Juris

STATE OF NEW HAMPSHIRE
COUNTY OF Bellamy

Signed and sworn to (or affirmed) before me on this 11 day of November 2009, by Evans Juris whose identity was determined by (check box that applies and complete blank line, if any):

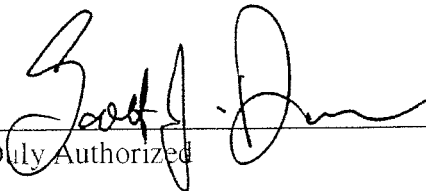
- My personal knowledge of the identity of said person **OR**
- The oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me **OR**
- The following identification documents: _____ (driver's license, passport, other).

[Signature]
Notary Public/Justice of the Peace
My Commission Expires:



Town of Gilford

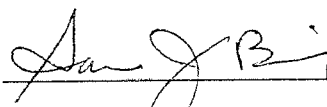
11/19/09
Dated _____


Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF Belknap

Signed and sworn to (or affirmed) before me on this 19th day of November 2009, by Town of Gilford, by Scott J. Dunn, Duly Authorized whose identity was determined by **(check box that applies and complete blank line, if any):**

- My personal knowledge of the identity of said person **OR**
- The oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me **OR**
- The following identification documents: _____ (driver's license, passport, other).


Notary Public/Justice of the Peace

My Commission Expires: My Commission Expires April 5, 2011