

Neil Gillespie

From: "Robert W. Bauer, Esq." <rwb@bauerlegal.com>
To: <neilgillespie@mfi.net>
Sent: Monday, March 09, 2009 11:01 AM
Attach: 03-09-09 Settlement Agreement 2.docx; 03-09-09 Contingency Fee Agreement2.docx
Subject: Settlement of Claims and Contingency Fee Agreement

Please review as per our telephone conversations. If you consider this acceptable please sign and return to me. Upon receipt of the signed documents we will cancel the scheduled hearing on our motion to withdraw. If you have any question please feel free to call.

Robert W. Bauer, Esq.
Law Office of Robert W. Bauer, P.A
2815 NW 13th St. Suite 200E
Gainesville, FL 32609
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**ATTORNEY CONSULTATION AND FEE CONTRACT
FOR CONTINGENCY CASES**

THIS FEE CONTRACT FOR CONTINGENCY CASES ("Contract") is made on March 9, 2009, in Gainesville, FL between Neil Gillespie, hereinafter referred to as "Client", and Law Office of Robert W. Bauer, P.A., of Gainesville, Alachua County, FL, hereinafter referred to as "Attorney":

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. PURPOSE OF REPRESENTATION

1.01 Client hereby retains and employ ys Attorney to sue for and recover all damages and compensation to which Client may be entitled as well as to compromise and settle all claims in the case as styled below:

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT

IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

NEIL J. GILLESPIE

Plaintiff,

v.

Case No.:05-CA-007205

Division: C

BARKER, RODEMS & COOK, P.A.,

a Florida Corporation; and

WILLIAM J. COOK,

Defendants,

II. ATTORNEY'S FEES AND EXPENSES

2.01 In consideration of services rendered and to be rendered by Attorney, Client hereby agrees to pay to Attorney the following amounts on any settlements, monies, judgments or other consideration which have or may be paid on this legal matter:

a. Before the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action:

1. 33 and 1/3 percent of any recovery up to \$1 million; plus

2. 30 percent of any portion of the recovery between \$1 million and \$2 million; plus
3. 20 percent of any portion of the recovery exceeding \$2 million.

b. After the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of arbitrators is made, the expiration of the time period provided for such action, through the entry of judgment:

1. 40 percent of any recovery up to \$1 million; plus
2. 30 percent of any portion of the recovery between \$1 million and \$2 million; plus
3. 20 percent of any portion of the recovery exceeding \$2 million.

c. If all defendants admit liability at the time of filing their answers and request a trial only on damages:

1. 33 and 1/3 percent of any recovery up to \$1 million; plus
2. 20 percent of any portion of the recovery between \$1 million and \$2 million; plus
3. 15 percent of any portion of the recovery exceeding \$2 million.

d. An additional 5% of any recovery after institution of any appellate proceeding is filed or post-judgment relief or action is required for recovery on the judgment.

It is agreed and understood that if the amount of attorney's fees on this claim or cause of action are regulated or governed by law, and that law precludes any other fee arrangement other than the amount set by the law or regulation, then the amount payable hereunder to said Attorney shall be limited to the maximum so allowed by law.

III. APPROVAL NECESSARY FOR SETTLEMENT

3.01 Attorney is hereby authorized to enter into any and all settlement negotiations on behalf of those whom Attorney represents as Attorney deems appropriate. This includes, but is not limited to, Attorney's prerogative to pursue cash or structured payment settlement negotiations.

3.02 In the event Attorney enters into cash or structured settlement negotiations, Attorney is authorized to negotiate on Client's behalf a settlement based upon the present value benefit of said settlement to Client.

3.03 The present value benefit shall be determined by applying the appropriate discount rates that consider the after-tax benefits of the negotiated structured settlement to Client.

3.04 In the event that the case is settled by way of structured settlement, Client hereby approves and authorizes Attorney's fees based upon the present value benefit of the settlement to Client.

3.05 Client further authorizes Attorney to take Attorney's fee either in cash or in structured payments as Attorney deems appropriate.

3.06 Client further hereby authorizes Attorney to retain structured settlement specialists to assist in evaluating the efficiency and benefits of such a settlement.

3.07 Attorney is not required to retain such specialists but is authorized to employ the same. The fees for such specialists and their services will be deducted from the monies received, if any, in the settlement as an expense of litigation.

3.08 Client hereby grants unto Attorney a power of attorney to handle negotiations and settlement discussions regarding the obtaining of possession of any and all monies or other things of value subject of the matter due to Client under this claim as fully as Client could do so in person.

a. This expressly includes the right to sign Client's name on and to any insurance company drafts, money orders, cashier's checks, checks or other negotiable instruments made payable to Attorney and Client, Attorney, or to Client without the joinder of Attorney, submitted to Attorney on behalf of Client in full or partial settlement of this case.

b. This limited power of attorney further authorizes Attorney to place these monies, referred to above, in Attorney's trust account and from that trust account, make distributions and payments to Attorney for the agreed to fee stated above, reimbursement to Attorney for any and all expenses incurred by Attorney in handling this case, payments to Client of Client's interest in the monies recovered as stated above, and payments to parties other than Client and Attorney for their services performed, fees charged or bills rendered in connection with representing Client, including but not limited to medical bills, court reporter fees, deposition fees, investigative services, costs of exhibits or other special expenses incurred by Attorney on behalf of Client.

3.09 No settlement of any nature shall be made for any of the aforesaid claims or profits of Client without the complete approval of Client, nor shall Client obtain any settlement on the aforesaid claims without the complete approval of Attorney.

3.10 Attorney is hereby granted a limited power of attorney so that Attorney may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to conclude this representation including settlement and/or reduce to possession any and all monies or other things of value due to Client under this claim as fully as Client could do so in person.

IV. REPRESENTATIONS

4.01 It is expressly agreed and understood that no promises or guarantees as to the outcome of the case have been made to Client by Attorney. Attorney has not represented to Client that Client will recover all or any of the funds so desired. Client also acknowledges that obtaining a judgment does not guarantee that the opposing party will be able to satisfy the judgment. It is further expressly understood and agreed that no other representations have been made to Client, except for those set out in this Contract.

V. DEDUCTION OF EXPENSES

5.01 All reasonable expenses incurred by Attorney in the handling of this project shall be deducted from the gross settlement proceeds at the time the case is settled or resolved, and before the contingent fee is calculated.

5.02 The expenses contemplated above, include but are not limited to any and all out-of-pocket expenses incurred in connection with this case, including but not limited to the following expenses: filing fees, court costs, certified copies of documents, pleadings, orders etc., transcripts, depositions, duplication costs, postage, office supplies, photographs, trial exhibits, long distance phone and fax calls, appraisal fees, consultants, expert witnesses and other fees associated with preparation and trial testimony, investigation

fees, delivery charges, overnight mail/parcel services, parking, toll road and mileage expenses, out of town expenses including travel expense, air fare, hotels, meals, and any other expense incurred in connection with the matter.

VI. COOPERATION OF CLIENT

6.01 Client shall keep Attorney advised of Client's whereabouts at all times, and provide Attorney with any changes of address, phone number or business affiliation during the time period which Attorney's services are required, and shall comply with all reasonable requests of Attorney in connection with the preparation and presentation of the aforesaid representation.

6.02 Attorney may, at Attorney's option, withdraw from the case and cease to represent Client for any reason, including without limitation Client's failure to timely pay fees and expenses or deposits for same in accordance with this Contract, subject to the professional responsibility requirements to which attorneys are subject.

It is further understood and agreed between the parties that upon such termination of any services of Attorney, any of Client's deposits remaining in Attorney's Trust Account shall be applied to any balance remaining owing to Attorney for fees and/or expenses and any surplus then remaining shall be refunded to Client.

VII. FLORIDA LAW TO APPLY

7.01 This Contract shall be construed under and in accordance with the laws of Florida, and venue for the adjudication of any dispute relating to this Contract shall be Alachua County, FL.

VIII. PARTIES BOUND

8.01 This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

IX. LEGAL CONSTRUCTION

9.01 In case any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

X. PRIOR AGREEMENTS SUPERSEDED

10.01 This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

TAX DISCLOSURE AND ACKNOWLEDGMENT:

CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING THESE LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.

THE UNDERSIGNED LAW FIRM AND ATTORNEY HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INHERITANCE TAX AND INCOME TAX RETURNS.

FURTHERMORE, CLIENT SHOULD OBTAIN PROFESSIONAL HELP REGARDING THE VALUATION AND LOCATION OF ALL ASSETS WHICH MAY BE THE SUBJECT OF A LEGAL MATTER INCLUDING BUT NOT LIMITED TO PENSIONS, EMPLOYMENT BENEFIT AND PROFIT SHARING RIGHTS THAT MAY BE CONTROLLED BY ANY OTHER PARTY TO THE LEGAL MATTER.

The undersigned Client has, before signing this Contract, received and read the statement of Client's rights and understands each of the rights set forth therein. The undersigned Client 's signed the statement and received a signed copy to refer to while being represented by the undersigned attorney.

This Contract may be canceled by written notification to Attorney at any time within three (3) business days of the date the Contract was signed, as shown below, and if canceled Client shall not be obligated to pay any fees to Attorney for the work performed during that time. If Attorney has advanced funds to others in representation of Client, Attorney is entitled to be reimbursed for such amounts as the attorney has reasonably advanced on behalf of Client.

I further certify and acknowledge that I have read this Contract, and that I have voluntarily entered into this Contract fully aware of its terms and conditions.

SIGNED AND ACCEPTED on this _____ day of _____, 2009.

Neil Gillespie

SIGNED AND ACCEPTED on this _____ day of _____, 2009.

Robert W. Bauer, Esq

STATEMENT OF CLIENT'S RIGHTS FOR CONTINGENCY FEES

Before you, the prospective client, arranges a contingent fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective client, you should be aware of these rights.

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one (1) lawyer you may talk with other lawyers.

2. Any contingent fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within 3 business days of signing the contract. If you withdraw from the contract within the first three (3) business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the 3-day period, you have to pay a fee for work the lawyer has done.

3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.

4. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, the lawyer should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one (1) lawyer from each law firm must sign the contingent fee contract.

5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract that includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interest and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money has or will be spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

7. You, the client, have the right to be told by your lawyer about the possible adverse consequences if you lose the case. Those adverse consequences might include money that you might have to pay to your lawyer for costs and liability you might have for attorney's fees, costs, and expenses to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement your lawyer cannot pay any money to anyone, including you, without an appropriate order of the court. You also have the right to have every lawyer or law firm on your case sign this closing statement.

9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of the lawyer's ability.

10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

11. If at any time you, the client, believe that your lawyer has charged an excessive or illegal fee, you have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 850/561-5600, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682 of the Florida Statutes, or under the fee arbitration rule of the Rules Regarding Regulating The Florida Bar) be included in your fee contract.

SIGNED AND ACCEPTED on this _____ day of _____,
2009.

Neil Gillespie

SIGNED AND ACCEPTED on this _____ day
of _____, 2009.

Robert W. Bauer, Esq.

FULL AND FINAL SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by the Law Office of Rober W. Bauer, P.A. whose address is 2815 NW 13th Street, Suite 200E, Gainesville, Florida, 32609.

This Settlement Agreement is entered into by Neil Gillespie, whose address is 8092 SW 115th Loop, Ocala, FL 34481.

A. DEFINITIONS

1. "Derivative Claimants" shall mean any person or entity acting by, through, or under a party (including by reason of marriage or family relationships, any such person), or any of the Entities of a party.

2. "Entities" of a party shall mean those persons and/or entities (whether now in existence or not), and which are or were formerly owned or controlled, in whole or in part, directly or indirectly, by a party to this Full and Final Settlement Agreement, or any Derivative Claimant, and their respective entities, employers, employees, directors, shareholders, officers, assigns, predecessors, successors, attorneys, representatives or agent of such persons and/or entities.

3. "Representatives" of a person or entity shall mean and include all of that person's or entity's past or present principals, agents, servants, employees, attorneys, consultants, experts, partners (both general and/or limited), equity participants, officers, directors, shareholders, parent companies, subsidiaries, affiliates, predecessors, successors, assigns, estates, beneficiaries, heirs, devisees, legatees, trustees, and personal representatives.

B. CONTRACTUAL RECITALS AND STATEMENT OF PURPOSE

WHEREAS, Neil Gillespie has claimed improprieties in representation against the Law Office of Robert W. Bauer, P.A. during past representation in a cause of action for libel in which Neil Gillespie is the named Plaintiff; and

WHEREAS, the Law Office of Robert W. Bauer, P.A. has denied, and continues to deny, all such allegations by Neil Gillespie whether based in tort, in contract, or in any other legal basis; and

WHEREAS, this Full and Final Settlement Agreement, and the execution hereof, does not, and is not intended to be, construed to be, or is an admission of any fault or wrongdoing by or on behalf of the Law Office of Robert W. Bauer, P.A. or Neil Gillespie, all such claims having been expressly denied heretofore, and the parties continue to deny the same; and

WHEREAS, all provisions of this Settlement Agreement are contractual in nature, and not mere recitals only; and

WHEREAS, the purpose of this Settlement Agreement is to set forth and embody a negotiated compromise, settlement, and release from all prior claims of impropriety in representation whether based in tort, in contract, or in any other legal basis, as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, and the incorporation of the above Recitals, the parties hereto agree as follows:

C.

PERSONS AND ENTITIES BOUND BY THIS SETTLEMENT AGREEMENT

1. Each party understands and agrees that by execution hereof, the terms of this Full and Final Settlement Agreement are binding upon the party and upon all representatives, successors and assigns of such party.

2. Each party represents and warrants that such party has approved of all of the terms, conditions and covenants of this Settlement Agreement and that such party has authority to enter into this Full and Final Settlement Agreement.

D.

NO OUTSTANDING CLAIMS

1. Each party represents that it has no awareness of the existence of any actual or potential claim, demand, suit, cause of action, charge or grievance, whether based in tort, in contract, or in any other legal basis, possessed by such party, which is not subject to and fully released by this Full and Final Settlement Agreement, except for matters as may be expressly excluded in this Full and Final Settlement Agreement, that concerns or relates in any way, directly or indirectly, to the prior claims of impropriety in representation.

2. Each party represents that it has not assigned, authorized or transferred (in any way, whether directly or indirectly) any claims, demands, suits, causes of action, charges, or grievances of any kind or character, which such party had or may have had prior to and including the Effective Date. Each party represents that it does not have nor own any part of any actual or potential claim, demand, suits, cause of action, charge, or grievance of any kind or character against any other party to this Settlement Agreement which is not subject to and released by this Settlement Agreement.

E.

CONSIDERATION

1. The parties further agree to perform and fulfill the following nonmonetary terms contemplated by this Full and Final Settlement Agreement:

- a. Neil Gillespie agrees to release the Law Office of Robert W. Bauer, P.A. from all claims of prior impropriety in representation whether based in tort, in contract, or in any other legal basis; and, (This shall not include future claims)

- b. Neil Gillespie agrees not to pursue any claims of prior impropriety in representation whether based in tort, in contract, or in any other legal basis in a court of law or equity; and,
- c. Neil Gillespie agrees to enter into and be bound by the terms of the Attorney Consultation and Fee Contract for Contingency Cases for all future representations; and,
- d. The Law Office of Robert W. Bauer, P.A. agrees to represent Neil Gillespie according to the terms of the Attorney Consultation and Fee Contract for Contingency Cases and waive all outstanding earned attorney's fees and costs.

2. In consideration as provided above and in further consideration of the mutual agreements, conditions, representations, warranties, recitals, covenants and statements of intention contained in this Full and Final Settlement Agreement, Neil Gillespie accepts said consideration in full settlement, compromise and release of all prior claims whether based in tort, in contract, or in any other legal basis.

F. INUREMENT

It is understood and agreed that this Full and Final Settlement Agreement shall inure to the benefit of Neil Gillespie and the Law Office of Robert W. Bauer, P.A. and/or their representatives. No other person or entity is intended to benefit by or be deemed a third-party beneficiary of this Settlement Agreement.

G. EXPRESS DENIAL OF LIABILITIES

Neil Gillespie and the Law Office of Robert W. Bauer, P.A. and/or their representatives, understand and agree that no consideration given pursuant to the terms of this Full and Final Settlement Agreement shall be intended to be, nor shall be construed to be, an admission of liability and any and all such liability is expressly denied whether the claim of liability is based in tort, in contract, or in any other legal basis.

H. SEVERABILITY

If any one or more of the provisions of this Full and Final Settlement Agreement, or the application of any such provision to any person, entity, or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent at any time, the remainder of this Full and Final Settlement Agreement, and the application of such provision to persons, entities, or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected, and shall continue to be enforceable to the fullest extent permitted by law. Any invalid, unlawful, or unenforceable provision hereof shall be reformed to the extent necessary to render it valid,

lawful, and enforceable in a manner consistent with the intentions of the parties hereto regarding such provision.

**I.
ENTIRE AGREEMENT OF THE PARTIES**

This Full and Final Settlement Agreement constitutes the entire agreement and understanding of the parties and their representatives, with respect to the transactions contemplated hereby, and supersedes all prior agreements, arrangements, and understandings related to the subject matter hereof, including but not limited to, Neil Gillespie's prior claims of impropriety of representation. No representations, warranties, recitals, covenants, or statements of intention have been made by, or on behalf of, any party hereto which is not embodied in this Full and Final Settlement Agreement or in connection with the transactions contemplated hereby, and no party hereto shall be bound by, or liable for, any alleged representation, warranty, recital, covenant, or statement of intention not so set forth. All the terms, provisions, conditions, covenants, warranties, recitals, and statements of intention in this Full and Final Settlement Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their representatives. All future legal representation based on the libel suit in which Neil Gillespie is a named Plaintiff will be governed by the Attorney Consultation and Fee Contract for Contingency Cases entered into by the parties.

**J.
CONFIDENTIALITY**

The parties expressly agree that the terms and conditions of this Full and Final Settlement Agreement, and all matters relating to Neil Gillespie's claims of prior impropriety in representation not otherwise contained in any public records, shall be kept strictly confidential and shall not be revealed or divulged to any third persons or entities except as necessary for tax purposes, defense in a claim of legal malpractice, and/or any other necessary and legitimate purposes, or pursuant to a court order. The parties further agree and acknowledge that this Full and Final Settlement Agreement not be disseminated to any third party without the prior written consent of the parties to this Full and Final Settlement Agreement.

**K.
GOVERNING LAW**

This Full and Final Settlement Agreement shall be construed in accordance with the governing laws of the State of Florida. The obligations of the parties are performable, and venue for any legal action arising out of this Full and Final Settlement Agreement shall lie in Alachua County, Florida.

**L.
FULL UNDERSTANDING AND AGREEMENT**

EACH RELEASING PERSON, ENTITY, OR PARTY WARRANTS THAT SUCH PARTY HAS READ THIS FULL AND FINAL SETTLEMENT AGREEMENT (INCLUDING ANY ATTACHED EXHIBITS) AND FULLY UNDERSTANDS IT. EACH PARTY WARRANTS THAT SUCH PARTY IS OF LEGAL COMPETENCE OR LEGAL CAPACITY,

AND IS FREE, WITHOUT DURESS, TO EXECUTE THIS SETTLEMENT AGREEMENT, AND THAT SUCH PARTY HAS DONE SO OF FREE WILL AND ACCORD, WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER NOT EXPRESSLY SET FORTH HEREIN.

M.

Pursuant to Rule 401.8h Neil Gillespie has been and acknowledges that he has been advised to seek independent representation to evaluate this settlement agreement. This does not acknowledge that Neil Gillespie has in fact received such representation, but only that the undersigned attorney has complied with his ethical obligations to advise the client to seek such.

N.

EXECUTION AND EFFECTIVE DATE

This Full and Final Settlement Agreement may be signed in counterparts, and each counterpart shall constitute an original. The parties hereto have executed this Full and Final Settlement Agreement on the dates set forth under their respective names, to be effective as of _____, 2009.

Neil Gillespie

Date

Robert W. Bauer, Esq.

Date