

IN THE CIRCUIT COURT FOR THE CITY/COUNTY OF ST. LOUIS
STATE OF MISSOURI

)	
)	
Plaintiff(s),)	
)	
v.)	No.
)	
)	
)	
Defendant(s).)	

BINDING SETTLEMENT AGREEMENT
THIS AGREEMENT IS BINDING ON THE PARTIES
AND IS NOT SUBJECT TO REVOCATION.

1. The terms and conditions of this settlement are as follows:

2. The parties hereto acknowledge that each has the authority to execute this document to be fully binding on behalf of the person or entity indicated.

3. The parties agree to release, discharge, and forever hold the other harmless from any and all claims, demands, or suits, known or unknown, fixed or contingent, liquidated or unliquidated, whether or not asserted in the above case, as of this date, arising from or related to the events and transactions which are the subject matter of this case.

This mutual release runs to the benefit of all attorneys, agents, employees, officers, directors, shareholders, subsidiaries and partners of the parties. "Party" as used in this release includes all named parties to this case, as well as _____, and all related entities of the parties.

4. Each signatory hereto warrants and represents:

_____ (a) he or she has authority to bind the parties for whom that signatory acts.

_____ (b) the claims, suits, rights, and/or interests which are the subject matter hereto are owned by the party asserting same and have not been assigned, transferred, or sold and are free of encumbrance.

5. _____ shall deliver drafts of any further settlement documents to the other parties by _____. The parties agree to cooperate with each other in the drafting and execution of such additional documents as are reasonably requested or required to implement the terms and spirit of this agreement.

6. If one or more disputes arise with regard to the interpretation and/or performance of this agreement or any of its provisions, the parties agree and designate Ronald G. Wiesenthal as binding arbitrator of any dispute in the language of this Settlement Agreement or release or other closing documents executed in accordance with this Agreement, and the parties agree that the party shall pay their pro rata share of the arbitrator's fee at the time of the arbitration.

7. **This agreement is made and performable in St. Louis City/County, Missouri, and shall be construed in accordance with the laws of the State of Missouri.**

8. Each signatory to this settlement has entered into same freely and without duress after having consulted with professionals of his or her choice. Each party hereto has been advised by the mediator that the mediator is not the attorney for any party and that each party should have this agreement reviewed by that party's attorney prior to executing same.

DATED: _____, 2005.

Plaintiff(s)

Defendant(s)

By: _____

Approved: Attorney for Plaintiff

Approved: Attorney for Defendant
