

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made this ~~30~~<sup>31</sup> day of May, 2009, by and between Thomas L. Garrett, Jr. ("Plaintiff"), and Better Publications, LLC, Lindsay Barnes, Courtney Stuart (collectively the " Defendants ")

### W I T N E S S E T H

WHEREAS, Plaintiff has asserted defamation claims against Defendants in Buckingham County Circuit Court CL # 0800019700 (the "Action") and has threatened additional claims against them; and

WHEREAS, Defendants have threatened sanctions proceedings and counterclaims against Plaintiff; and

WHEREAS, Plaintiffs and the Defendants desire to compromise and settle all matters in dispute between them;

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein the receipt and sufficiency of which are hereby acknowledged, Plaintiff the Defendants agree as follows:

1. Better Publications, LLC is a Virginia limited liability company operating "The Hook" a newspaper circulated in Central Virginia and on the internet. Defendant by entering into this agreement agrees that the release and covenant not to sue Better Publications LLC contained herein shall be construed to apply to all of its publications, its members, managers and officers in their personal and corporate capacities and its entire editorial staff, contributing writers agents and employees.

2. Plaintiff's Release and Covenant not to Sue. Plaintiff hereby irrevocably and unconditionally releases, acquits, forever discharges, indemnifies, holds harmless and covenants not to sue Better Publications, LLC, Courtney Stewart and Lindsay Barnes, their predecessors, successors, assigns, agents, attorneys, counsel of record and all persons acting by, through, under, or in concert with any of them, from any and all libels, slanders, defamations, charges, claims, offsets, recoupments, liabilities, duties, obligations, promises, agreements, controversies, damages, injuries, actions, causes of actions, suits, rights, demands, costs, losses, debts, and expenses of any nature whatsoever, known or unknown, fixed or contingent, express or implied that Plaintiff may ever incur based on Defendants past conduct of any kind

3. Defendants' Releases and Covenants not to Sue. Defendants hereby irrevocably and unconditionally release, acquit, forever discharge, indemnify, hold harmless and covenant not to sue the Plaintiff, his successors, assigns, agents, and all persons acting by, through, under, or in concert with him, from any and all sanctions, claims, counterclaims, offsets, recoupments liabilities, duties, obligations, promises, agreements, controversies, damages, injuries, actions, causes of actions, suits, rights, demands, costs, losses, debts, and expenses of any nature whatsoever, known or unknown, fixed or contingent, express or implied that Defendants may ever incur based on Plaintiff's past conduct of any kind.

4. Dismissal with Prejudice. Plaintiff and Defendant hereby agree to jointly move the Buckingham County Circuit Court to dismiss the Action with prejudice.

5. No Admission of Liability. The Parties agree that this Agreement constitutes a compromise and settlement of disputed claims, and that the terms and fact of this agreement shall not be used or construed to constitute an admission of liability on the part of any Party.

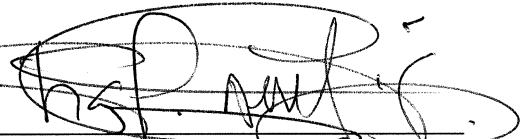
6. Representation of Comprehension of Document In entering into this agreement, the Parties represent that they have had the opportunity to consult with legal counsel and/or actually relied upon the legal advice of attorneys of their own choice, and that the terms of this agreement has been completely read and that the terms hereof are fully understood and voluntarily accepted by the Parties. Plaintiff agrees that he has received no legal advice from Defendants' counsel, and has entered into this settlement and mutual release freely and of his own accord. He further agrees that since he has had a full and fair opportunity to consult with legal counsel that this agreement shall not be construed against its drafter.

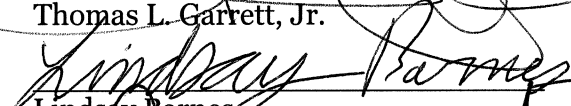
7. Entire Agreement This is the entire agreement of the Parties, and it supersedes, terminates, and cancels all other previous oral or written proposals or negotiations between the Parties. This agreement may not be modified except by written consent of the Parties.


8. Counterparts To facilitate execution, this agreement may be executed in as many counterparts as may be required. It shall be sufficient that the signature of the persons required to bind any party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this agreement to produce or account for more than the number of counterparts containing the respective signatures of all of the parties hereto.

9. Governing Law and Venue The validity and effect of this agreement shall be governed by the substantive law of Virginia without regard to that jurisdiction's choice of law rules. Venue for enforcement hereof shall lie exclusively in the Circuit Court for Albemarle County, Virginia.

WITNESS the following signatures and seals:

  
\_\_\_\_\_  
Thomas L. Garrett, Jr.

  
\_\_\_\_\_  
Lindsay Barnes

  
\_\_\_\_\_  
Courteney Stuart

Better Publications, LLC

By:   
\_\_\_\_\_  
Authorized Member