

AGREEMENT FOR DISMISSAL AND RELEASES

The Town of Acton ("Town"), James D. Fenton ("Fenton"), Michael J. Jeanson ("Jeanson") and Crossroads Development, LLC ("Crossroads") enter into this Agreement for Dismissal and Releases (the "Agreement") as of this 21st day of January, 2011. The Town, Fenton, Jeanson and Crossroads are each individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, on October 01, 2007, the Town filed a lawsuit against Fenton, Jeanson and Crossroads in the Superior Court for the Commonwealth of Massachusetts, Middlesex County, bearing the caption The Town of Acton v. Crossroads Development, LLC, et al., Civil Action No. 07-3789 (the "Town Lawsuit"); and

WHEREAS, on or about April 28, 2010, the Court granted Fenton, Jeanson and Crossroads leave to file Counterclaims against the Town in the Town Lawsuit, and those Counterclaims were in fact brought against the Town bearing the same caption noted above, Civil Action No. 07-3789 ("Crossroads' Counterclaim"); and

WHEREAS the Parties will refer to the Town Lawsuit and Crossroads' Counterclaim collectively in this Agreement as the "Lawsuit"; and

WHEREAS, each of the Parties has denied and continues to deny any liability to any other Party in connection with any and all claims, counterclaims and cross-claims that are, were or could have been asserted in the Lawsuit; and

WHEREAS, in order to avoid the further costs and uncertainty of litigation, the Parties have agreed to settle all disputes between them arising out of the Lawsuit pursuant to the terms of this Agreement, without any Party admitting liability;

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, the Parties agree as follows:

1. No Cash Exchange: No Party shall pay to any other Party any cash sums whatsoever relating to this Agreement. Crossroads (through Mr. Fenton and Mr. Jeanson or their designee) will donate work, services and materials to the Town with regard to renovations to the Morrison Farm property and structures located on Concord Road in Acton, Massachusetts ("Morrison Farm"), as described further below.

2. Status of Donated Work, Services and Materials: To the extent allowed by applicable federal and state laws, rules and regulations, Crossroads, Mr. Fenton and Mr. Jeanson shall be allowed to claim as tax deductions the fair market value of the donated work, services and materials. In the event any outside contractor is hired by Crossroads, Fenton or Jeanson to perform any of the work with regard to the renovations of Morrison Farm, that contractor shall be paid at the prevailing wage as defined by the Massachusetts General Laws. Crossroads, Mr. Fenton and Mr. Jeanson will complete in a professional and workmanlike

manner all renovation work, services and materials donation within 180 days of this Agreement being signed by all Parties or such further time as the Town and Crossroads, Mr. Fenton and Mr. Jeanson may in writing agree. All work and services shall be performed in compliance with law, including all applicable statutes, rules, regulations, codes and municipal laws. All materials installation shall be done in accordance with manufacturer's specifications. The parties understand, and specifically agree, that Fenton, Jeanson and Crossroads will perform the work, services and materials installation described on Schedule A so that the work, services and materials installation comply with the requirements of law, but that they will not be required to do any additional work, or to provide any additional services or materials installation, at the Morrison Farmhouse.

3. Description of the Work: Crossroads', Fenton's and Jeanson's renovations of Morrison Farm shall consist of a donation to the Town of the work, services and materials described on Schedule A, attached hereto, and made a part of this Agreement. Crossroads, Mr. Fenton and Mr. Jeanson will warrant the work, services and materials for a period of one year from completion and will transfer to the Town any and all product warranties for materials provided.

4. Stipulation of Dismissal of the Lawsuit: Within ten (10) business days of signing this Agreement, the Parties, through counsel, shall cause to be filed a Joint Stipulation of Dismissal of the Lawsuit dismissing all claims, counterclaims, and cross-claims that are, were or could have been asserted in the Lawsuit. Said Joint Stipulation shall indicate that the dismissal shall be with prejudice and that all Parties waive all appeal rights and all rights to costs or fees, it being the intention of the Parties that the Lawsuit be forever closed and not be reopened at any time for any reason

5. Mutual Releases: With the exception of any obligations between and among any of the Parties set forth in this Agreement, including without limitation the provision of the work, services and materials provided herein, all Parties, on behalf of themselves and their respective officers, directors, trustees, agents, members, shareholders, affiliates, subsidiaries, parents, employees, officials, boards, committees, bodies, departments, attorneys, sureties and insurers, individually and jointly, and on behalf of their successors, heirs, beneficiaries and assigns, **release and forever discharge** each other Party, and all of his, her, its and their respective officers, directors, trustees, agents, members, shareholders, affiliates, subsidiaries, parents, employees, officials, boards, committees, bodies, departments, attorneys, sureties and insurers, individually and jointly, and their successors, heirs, beneficiaries and assigns, from any and all actions, causes of action, suits, charges, complaints, claims, cross-claims, counterclaims, liabilities, obligations, promises, agreements, liens, attachments, accounts, debts, demands, damages and expenses, including attorneys' fees, of whatsoever kind or nature, sounding in contract, tort, statute or otherwise, in law or in equity, that the Parties asserted or could have asserted in the Lawsuit (as defined above) that the Parties had, now have or will ever have.

6. Confidentiality and Non-Disparagement: The Parties and their respective counsel agree that no Party is bound to keep the terms of this Agreement confidential; however, no Party shall at any time make, or cause to be made, any public statement disparaging any other Party with regard to the issues raised, or that could have been raised, in the Lawsuit.

7. General Provisions:

- a. This Agreement shall be binding on and will inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.
- b. A determination that any provision or provisions of this Agreement is or are invalid, illegal or otherwise unenforceable in any respect in any instance shall not affect the validity, legality or enforceability of any other provision or provisions of this Agreement.
- c. This Agreement may be executed in identical counterparts, each of which shall be deemed an original, and each of which shall constitute one and the same instrument. A facsimile or electronically transmitted copy of a signature is valid as an original.
- d. The individuals whose signatures are affixed to this Agreement in a representative capacity represent and warrant that they are authorized to execute the Agreement on behalf of and to bind the entity on whose behalf the signature is affixed.
- e. The Parties hereto agree that the Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement and that there are no other agreements, understandings, representations or warranties made or given, except as expressly set forth herein. All prior agreements, understandings, letters and/or communications relating to the subject matter of the Agreement shall be null and void and shall be superseded by the Agreement, except as expressly set forth herein.
- f. This Agreement may not be changed orally, but only by an agreement in writing, duly executed by all Parties.
- g. Each Party represents and warrants expressly that it has not assigned or transferred, or purported to assign or transfer, to any person or entity any claims, debts, liabilities, demands, obligations, damages, losses, causes of action, costs, expenses and attorneys' fees subject to this Agreement.
- h. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts. Any dispute arising under this Agreement shall be adjudicated by a Court sitting within the Commonwealth of Massachusetts.
- i. The Parties acknowledge that they have executed this Agreement voluntarily and of their own free will and that each have had the advice of legal counsel in connection with the negotiation, preparation and review of this Agreement and that they fully understand the scope and effect of each provision contained herein.

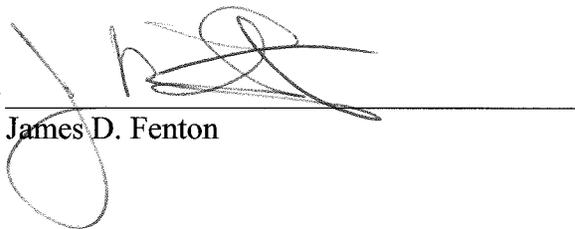
IN WITNESS WHEREOF, each of the Parties has set its hand and seal as of the date set forth above.



Town of Acton

By: Steven L. Leland

Its: Town Manager



James D. Fenton

Crossed Delphat LLC

Crossroads Development, LLC

By: Michael J. Jeanson

Its: member



Michael J. Jeanson

SCHEDULE A

Fenton, Jeanson and Crossroads agree that they will donate the following work, services and materials to the Town of Acton, all work, services and materials to be donated at the Morrison Farm property in Acton:

1. Supply and install asphalt roof with architect shingles.
2. Remove all light fixtures throughout the house. Supply and install new light fixtures.
3. Repair all broken windows.
4. Repair water damage and rot to the front entryway of the house.
5. Demolish current kitchen and dispose of current cabinets and countertops. Supply materials and labor to renovate kitchen, including installing new cabinetry, new countertops, and new plumbing fixtures (sink and faucet). Supply materials and labor to cover current kitchen floor tiles with wood, and to install a new vinyl kitchen floor.
6. Demolish current bathroom and dispose of current flooring, vanity and plumbing fixtures. Supply materials and labor to renovate bathroom, including installing a new bathtub, new toilet and sink, new bathroom faucet, and new vinyl flooring.
7. Sand and refinish all hardwood floors.
8. Sand and refinish hardwood stairs.
9. Interior Painting: Prepare interior walls, woodwork and ceilings for painting. Supply materials and labor to re-paint two coats on all walls, woodwork and ceilings. If the Town wishes, at its sole discretion, the Town may have 60 days from the date of this Agreement to determine whether lead paint exists in the interior of the house and whether the Town will remediate that lead paint before the interior painting described in this paragraph takes place.
10. Exterior Painting: Power wash exterior of house to prepare for painting. Supply materials and labor to apply oil-based primer on exterior of house. Supply materials and labor to apply one coat of paint on exterior of house, including trim. If the Town wishes, at its sole discretion, the Town may have 60 days from the date of this Agreement to determine whether lead paint exists on the exterior of the house and whether the Town will remediate that lead paint before the exterior painting described in this paragraph takes place.
11. Supply dumpster and removal services for construction.
12. Install new furnace to manufacturer's specifications and remove and dispose of current furnace. Do any vent work necessary to make new furnace function properly.
13. Add a hand rail on the front steps of the house.