

STATE OF ALABAMA }  
SHELBY COUNTY }

20060317000125250 1/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
03/17/2006 12:59:01PM FILED/CERT

**CONFIDENTIALITY SETTLEMENT AGREEMENT**  
**AND MUTUAL RELEASE**

WHEREAS, Greenhill Construction, Inc. ("Greenhill") and Donald ~~Jo~~ Bonin and Donna H. Bonin ("the Bonins") are parties to pending litigation in the Circuit Court of Shelby County, Alabama in Case Number CV 99-1001 and styled as Greenhill Construction, Inc. v. Donald Jo Bonin, et al; and *Instrument number 1999-26977*

WHEREAS, it is the desire of the parties to settle all claims and disputes between them without any further expense and uncertainty of litigation of any kind, including, but not limited to, those claims and disputes raised in Greenhill's lawsuit and all matters related to said lawsuit.

WHEREFORE, PREMISES CONSIDERED, Greenhill and the Bonins agree that all claims and disputes between them shall be finally settled upon the following terms and conditions:

1. The dismissal of said lawsuit with prejudice with cost taxed as paid.
2. That Greenhill and the Bonins for and in consideration of One and No/100 Dollars (\$1.00) and other good and valuable consideration, the sufficiency of which is acknowledged by all parties, the parties release and forever discharge each other, their heirs, personal representatives, successors and assigns of and from any and every claim, demand, and cause of action whatsoever that Greenhill or the Bonins now have, or may hereinafter have, against each other, their heirs, personal representatives, successors and assigns or any of them, including, but not restricted to, any and every claim, demand and cause of action for or on the account of damages or expenses or other loss, cost, or damage of any and every nature whatsoever, sustained by or accruing to either party, whether it now known or unknown, resulting from or in any manner connected with or growing out of the aforementioned lawsuit.

3. The undersigned further agree that no promise or agreement not herein expressed has been made, that this mutual release is not executed in reliance upon any statement or representation made by the undersigned, or any of them, or by any person employed by or representing them, or any of them; that all claims, if any, for attorney's liens are included in this settlement; that said consideration recited herein is the sole and only consideration for this mutual release and is accepted in full compromise, settlement, and satisfaction of any and every such claim, demand and cause of action, including all claims, demands and causes of action for or on account of all injuries, damage and consequences thereof which may hereafter become known, develop, or accrue, as well as those already known, developed or accrued; and that the terms hereof are contractual and not mere recitals.


4. Each of the undersigned further acknowledge that the other party disputes each and every claim which has been made and denies that the other party is entitled to any recovery and denies any and all liability of either Greenhill or the Bonins arising out of the claims referred to hereinabove, of on any other basis. In no event shall this release be construed as an admission of liability and in no event shall it be introduced as evidence in any proceeding for that purpose.

5. The terms and conditions of this settlement, and all negotiations and discussions related thereto, shall remain confidential and shall not be disclosed to anyone who is not a party to this Agreement other than the attorney and accountants of the parties. The confidentiality is a material part of this Agreement.

6. The mediation costs incurred in connection with this matter shall be paid equally by the parties.

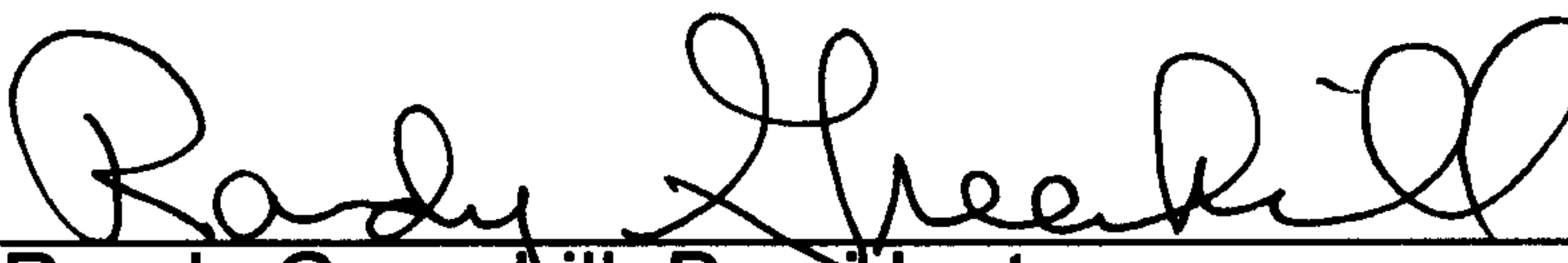


Mutual Release  
Greenhill Construction, Inc.  
Donald Jo Bonin  
Donna H. Bonin  
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IN WITNESS WHEREOF, the parties hereto set their hands and seals on this the 19<sup>th</sup>  
day of August, 2003.

**Greenhill Construction, Inc.**

  
Randy Greenhill, President

STATE OF ALABAMA     )  
SHELBY COUNTY        )

Before me, the undersigned, a notary public in and for said county in said state personally appeared Randy Greenhill, as President of Greenhill Construction, Inc., who being first duly sworn, makes oath that he has read the foregoing and knows the contents thereof and that he is informed and believes and upon such information and belief and as such officer and with full authority avers that the facts alleged therein are true and correct.

Given under my hand and seal this the 19<sup>th</sup> day of August, 2003.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 31, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 10/31/04

  
Donald Jo Bonin

  
Donna H. Bonin

STATE OF ALABAMA     )  
SHELBY COUNTY        )

Before me, the undersigned, a notary public in and for said county in said state personally appeared Donald Jo Bonin, who being first duly sworn, makes oath that he has read the foregoing and knows the contents thereof and that he is informed and believes and upon such information and belief and as such officer and with full authority avers that the facts alleged therein are true and correct.

Given under my hand and seal this the 19<sup>th</sup> day of August, 2003.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Oct 31, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 10/31/04

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

GREENHILL CONSTRUCTION, INC.

Plaintiff,

v.

DONALD JO BONIN, ET AL.,

Defendants.



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CIVIL ACTION NO.:

CV 99-1001

JOINT MOTION TO DISMISS

The undersigned parties mediated this case on August 19, 2003. The parties have reached an agreement and request the Court to dismiss this action with prejudice and tax cost as paid.

Done this the 19<sup>th</sup> day of August, 2003.

F. Timothy McAbee  
Attorney for Greenhill Construction, Inc.

Randy Greenhill  
President of Greenhill Construction, Inc.

Laurie Boston Sharp  
Attorney for Defendants

Donald J. Bonin  
Defendant

Donna H. Bonin  
Defendant