

Middlesex, sc.

Probate Docket No 02P5533

Estate of Benjamin Thompson

AGREEMENT

The parties signing below agree to execute documents formally compromising and settling all issues involving the Estate and Trusts of Benjamin Thompson, late of Cambridge, with the following being the primary terms:

1) Jane will purchase the estate's interest in Scudder Lane Trust I for \$1.6 Million ~~and~~ ^{provided that at the time of} ~~the transfer there will be an allocation of income and expenses for Scudder Lane I since the claims for reimbursement from the estate.~~ August 17, 2002

2) the estate's interest in Union Station will be divided 50/50 between Jane and the children of Ben Thompson. Income received since August 17, 2002 shall be allocated 50% to ~~Jane Thompson~~ ^{Jane Thompson}

3) After legal fees of the parties and the fiduciary, debts, and expenses and taxes, the net residue of the estate will be distributed to the children of Benjamin Thompson, ^{except for tangible personal property as stated in the will.} legal fees of the parties will be paid or reimbursed by the estate. ~~attributable to charges in the estate of Scudder Lane I on the treatment of promissory notes.~~

4) Any excess taxes, interests, and penalties before the taxes included on the estate tax returns will be allocated 50/50 between Jane and the children.

5) The parties will cooperate with the prompt signing ~~and~~ of all documents necessary to effectuate this settlement.

6. The parties shall execute appropriate general releases ~~and~~ ^{together} with provisions, against disparagement

OK
MT
BT
AT

OK
BT
MT
AT

OK
BT
MT
AT

7. Jane will relinquish her remaining claims for reimbursement on the 2002 Promissory Note for Ben Thompson.

Signed this 3rd Day of November, 2003.

Jane Thompson

Jane Thompson

Anthony Thompson

Anthony Thompson

Marina Thompson

Marina Thompson

Bertrand Thompson

Bertrand Thompson

Nicholas Thompson

Nicholas Thompson

Edward M. Gursburg

Edward M. Gursburg, Spec. Agent