

Agreement and Release

This mutual release is executed by and between Mark Paul (variously referred to as "Paul," or "Claimant", and his attorney Arthur Benson on the one hand, and Heritage Management, Inc. (variously referred to as "Heritage" or Respondent") on the other.

WHEREAS Paul, with the help of his Attorney Arthur Benson has asserted certain claims against Heritage in relation to his employment with Westerfield Townhouses, an entity for which Heritage provides management services; and,

WHEREAS Paul, in pursuit of his claim(s), filed suit against Heritage in the Federal District Court, District of Kansas, under case number 99-2352 JWL; and,

WHEREAS Heritage has denied liability for all of the claims and allegations of Paul and specifically asserted defenses and affirmative defenses concerning those claims; and,

WHEREAS Heritage desires to limit its further costs and expense in defending Paul's claims, and Paul desires to compromise and settle all matters which he believes are related to Heritage;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged to be adequate to enforce this Agreement and Release Paul and his Attorney Arthur Benson, and Heritage agree as follows:

1. Without admitting any liability to Paul or his attorney Arthur Benson, Heritage agrees to pay a lump sum of \$70,000.00 to Paul and Arthur Benson on or before April 13, 2001. The Parties agree that this sum is paid by Heritage solely to limit its attorneys fees and costs in defending Paul's claims, which Heritage disputes. The Parties agree that the lump sum payment is not paid based upon the merit of any of Paul's claims and is not compensation for Paul's claims for back pay, front pay or employee earnings.
2. Heritage agrees that it will provide a letter of reference, in general terms verifying Paul's employment and the calender duration thereof. (Attached hereto as Exhibit A).
3. Heritage has further agreed that it has initiated a training program for all employees concerning Title VII of the United States Code.
4. Paul does hereby generally release Heritage, its agents, successors, employees, officers, directors and assigns

forever, and hold them harmless and forever discharge them from any liabilities, actions, suits, claims or demands whatsoever, which Paul has or believes he might have had against the Heritage either now existing or arising hereafter. Said release intended to be as broad as allowed under the laws of the States of Missouri or Kansas, whichever is the widest in scope and breadth.

5. Paul agrees to dismiss his lawsuit against Heritage, with prejudice, each party to bear their own costs.
6. Arthur Benson agrees to waive any and all claims for attorneys fees, costs or any other claim which he may have against Heritage and further waives any lien, claims for lien or requests for fees from Heritage.
7. Further, the Parties agree that each has entered this agreement of their own free will, and not under any threat, or any inducement which is not specifically referenced herein, and that this Agreement and Release contains the entire agreement between the parties, and that the terms are contractual in nature and not mere recitals.
8. All remedies at law and in equity shall be available for the enforcement of this Agreement and Release. This Agreement and Release shall be effective immediately upon execution by both Parties and a fax copy signature shall be as effective as an original. This document may be signed at different times and/or locations and its binding nature shall not be affected by same.
9. Each of the Parties acknowledge that he/it has not assigned, nor does any other person have any interest in the claims, issues, causes of action or other matters alleged or specifically referenced in this Agreement and Release, and that the person executing this document is the real party in interest.

THE REMAINDER OF THIS PAGE IS BLANK BY DESIGN.

HERITAGE MANAGEMENT, INC.

BY: Paul L. Plumb, Jr.

TITLE: President

DATE: 4/12/01

Mark Paul

Mark Paul

Date: 4/13/01

Arthur Benson

Arthur Benson II

Date: 4/12/01