

SETTLEMENT AND CONFIDENTIALITY AGREEMENT

THIS Settlement and Confidentiality Agreement ("Agreement") is entered into this 13th day of September, 2007, by and between JONATHAN C. REDICK ("REDICK") and VANESSA LOPEZ ("LOPEZ") (REDICK and LOPEZ shall collectively be referred to at times herein as the "Parties").

RECITALS

WHEREAS, REDICK and LOPEZ were previously involved in a social relationship;

WHEREAS, for reasons personal to the Parties, REDICK and LOPEZ have ended that relationship;

WHEREAS, LOPEZ has asserted that she is currently pregnant, that REDICK is the putative father and that LOPEZ has decided to terminate her pregnancy.

WHEREAS, REDICK and LOPEZ have reached certain agreements related to issues arising from and relating to the foregoing and desire to set forth those agreements herein.

NOW THEREFORE in consideration of the terms and conditions of this Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Termination of Pregnancy. REDICK has agreed that once LOPEZ has terminated said pregnancy and has provided medical proof of said termination satisfactory to REDICK, including, but not limited to, direct access to LOPEZ's medical files and records of the clinic, practice or hospital conducting the termination procedure and has submitted to a post-pregnancy examination by a doctor of REDICK's choice to confirm both the prior pregnancy and

EXHIBIT

its termination, REDICK and LOPEZ shall attempt to establish and maintain a social and/or dating relationship between themselves for a period of one year from the date of this Agreement (hereinafter the "Relationship"). In the event that the foregoing establishes that LOPEZ was either not pregnant or did not terminate the pregnancy, REDICK shall have no further obligations hereunder.

2. The Parties recognize that it is impossible for either party to promise, warrant or represent that the Relationship can be established, or if established, maintained for any specific period of time. Accordingly, it shall not be a breach of this Agreement if, after the execution of this Agreement, either party determines that he or she is unable or unwilling to establish and/or maintain the Relationship.

3. **Settlement Payment.** In the event REDICK decides in his sole discretion that he is unable or unwilling to establish and/or maintain the Relationship and provides written notice of this decision to LOPEZ, he shall pay LOPEZ the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) ("Settlement Payment") within 30 days of the delivery of the written notice.

4. In the event LOPEZ decides in her sole discretion that she is unable or unwilling to establish and/or maintain the Relationship, she shall provide written notice of this decision to REDICK. Upon receipt of said written notice, REDICK shall be relieved of any obligation to LOPEZ for the Settlement Payment described hereinabove.

5. **No Admission of Paternity.** The Parties agree that this Agreement and REDICK's execution thereof shall not be admissible to prove his putative paternity which paternity he has denied and does continue to deny.

6. **No Communications.** In the event that either REDICK or LOPEZ provides written notice of his or her decision in the Paragraphs 4 or 5 hereof, REDICK and LOPEZ agree that neither shall contact or communicate with the other or with the other's extended family, whether by use of electronic mail, electronic communications, text messaging, or any other form of electronic communication as well as any form of verbal or written communication. The prohibited communication shall not apply to communications between counsel for the Parties in connection with the enforcement of the Agreement.

7. **Stalking and Injunctive Relief.** The Parties stipulate and agree that any of the foregoing prohibited communications shall constitute stalking and/or cyber-stalking under Florida Statute 784.048 without the necessity of any further proof and stipulate and agree to the immediate ex-parte injunction under Florida Statute 784.048.

8. **Confidentiality.** The Parties hereto agree that the existence of this Agreement, the terms and conditions of this Agreement and the facts and circumstances relating to the Parties' prior social relationship, including, but not limited to, LOPEZ's claim of pregnancy and of REDICK's paternity, the termination of said pregnancy, any payments made hereunder and all other facts and circumstances which are in any manner related to this Agreement shall be held and kept STRICTLY AND ABSOLUTELY CONFIDENTIAL and shall not be disseminated to any persons or entities not a party to this Agreement, other than the Parties' attorneys. The confidentiality obligations of this paragraph are independent covenants of all other provisions hereof and shall bind the Parties regardless of the performance or non-performance of any other obligation and shall survive the termination of this Agreement. LOPEZ understands and agrees that but for the confidentiality obligations, REDICK would not have entered into this Agreement.

9. **Non-Disparagement.** The Parties hereby further agree not to disparage one another or to disseminate disparaging or negative statements or comments about one another. The non-disparagement obligations of this paragraph are independent covenants of all other provisions hereof and shall bind the Parties regardless of the performance or non-performance of any other obligation and shall survive the termination of this Agreement. LOPEZ understands and agrees that but for the non-disparagement obligations, REDICK would not have entered into this Agreement.

10. **Liquidated Damages** The Parties agree that a breach of the obligations of confidentiality and non-disparagement set forth hereinabove shall constitute immediate and substantial damages to the non-breaching party, which damages are difficult to measure accurately. Therefore, it is agreed that in the event of a breach of the confidentiality or non-disparagement obligations of this Agreement, the breaching party shall be liable to the non-breaching party for liquidated damages in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) which is agreed to be a reasonable pre-estimate of probable loss, regardless of the party at fault and regardless of any claims that either party may have against the other.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, by all of which together shall constitute one agreement between the Parties.

12. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes all negotiations, tentative agreements, representations, commitments or arrangements made prior to the date hereof. All prior agreements and understandings are merged into this Agreement and all representations and warranties, if any, whether oral or written, are

hereby disclaimed or disavowed unless expressly reiterated in this Agreement. This Agreement may not be amended or modified except in writing, signed by both of the Parties.

13. **Governing Law.** This Agreement and all rights arising hereunder shall be considered and determined in accordance with the laws of the State of Florida.

14. **Venue and Jurisdiction.** The provisions of this Agreement shall be governed by the laws of the State of Florida and any action arising from this Agreement shall be brought in the Ninth Judicial Circuit in and for Orange County, Florida, which shall be the exclusive venue. The Parties hereby agree that the Ninth Judicial Circuit in and for Orange County, Florida, shall have personal jurisdiction over the Parties for purposes of the enforcement of this Agreement.

15. **Attorneys' Fees.** In connection with any litigation or proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

16. **Effective Date.** This Agreement shall be effective on the date of its execution by the last of the Parties to sign.

17. **Notices.** All notices, claims, certificates, requests, demands and other communications desired or required hereunder shall be made in writing and shall be deemed to have been duly given when received if delivered personally by hand, via confirmed facsimile transmission, or mailed (registered or certified mail, postage prepaid, return receipt requested or by any means of express mail with confirmed delivery) and addressed as follows:

To LOPEZ: Vanessa Lopez
149 North Road
Lake Mary, Florida 32746

To REDICK: Jonathan C. Redick
c/o H. Gregory McNeill, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Post Office Box 2809
Orlando, Florida 32802

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date
first above written.

By: 
Vanessa Lopez

Dated: 5/13/07

By: 
Jonathan C. Redick

Dated: 9-13-07

0047179\132239\1090777\1