

COMMONWEALTH OF MASSACHUSETTS
The Trial Court

Middlesex, ss

Superior Court
Docket No. 04-4428

VERA LEE,)
)
 Plaintiff)
)
 v.)
)
 JANE DANIEL and)
 ROBERT PAUL NICKSE)
)
 Defendants)
)
 v.)
)
 JANE DANIEL and)
 ROERT PAUL NICKSE,)
 MT. IVY PRESS, L.P. and)
 PALMER & DODGE, LLP)
)
 Reach and Apply)
 Defendants)

AGREEMENT FOR JUDGMENT

Now come plaintiff Vera Lee and defendant Robert Nickse and hereby stipulate and agree to the entry of judgment in the above captioned matter as herein provided with respect to the claims advanced by plaintiff Vera Lee against said defendant Robert Nickse.

1. With respect to a certain deed dated January 27, 1999 recorded with Essex South District Registry of Deeds at Book 15437, Page 518 from Jane Daniel to Jane Daniel and Robert Nickse, husband and wife as tenants by the entirety purporting to convey title to the real estate known and numbered as 4 Hovey Street, Gloucester, Massachusetts (hereinafter the "Hovey Street Deed"), Robert Nickse represents and acknowledges that he had no notice of the execution and recording of said deed until months after said deed was purportedly executed and recorded.

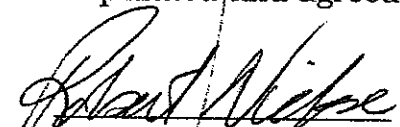
2. Robert Nickse acknowledges and agrees that he has no interest in the property described by the Hovey Street deed other than as may expressly herein provided.
3. Vera Lee has a security interest in said property described by the Hovey Street deed by virtue of attachment granted by Middlesex Superior Court against Jane Daniel which attachment was perfected by the recording of execution and levy following entry of final judgment for Vera Lee in the action in which said attachment was granted. Vera Lee acknowledges that she intends to pursue the sale of said property and agrees that when and if said property is sold, she will pay to Robert Nickse from the net sale proceeds the portion of the sale proceeds herein provided. Net sale proceeds shall be the amount actually realized by Vera Lee as a result of said sale after deduction of all direct out of pocket expenses excluding counsel fees which counsel fees shall not be considered an expense of sale for purposes of this agreement.
**including sale by auction, Sheriff, Order of Court or through the Bankruptcy Court*
4. The portion of the net sale proceeds to be paid by Vera Lee to Robert Nickse when and if such proceeds are received by Vera Lee shall be Two Hundred Fifty Thousand (\$250,000.00) Dollars provided however, in no event shall the amount due Robert Nickse with respect to said property exceed thirty (30%) percent of the net sale proceeds actually received by Vera Lee.
5. Robert Nickse warrants and represents that as of the date of this agreement said property at 4 Hovey Street, Gloucester is not his primary residence and that he will not, without the prior written consent of Vera Lee (which consent may be granted or withheld in her sole discretion) occupy said property in the future as his primary residence until and unless title to said property is free and clear of any security interest held by Vera Lee and her successors and assigns.
6. Robert Nickse expressly renounces and disclaims any interest in the property which was purportedly conveyed by the Hovey Street deed provided however the provisions of this agreement shall not operate to limit any claims Robert Nickse may advance against Jane Daniel in any actions commenced or pending in the Probate Court relative to dissolution of his marriage to Jane Daniel, it being acknowledged and agreed that Robert Nickse can and will continue to pursue a claim for division of property against Jane Daniel with respect to her interest in said property and the value of said property and other assets held by Jane Daniel.


as 4 Hovey Street, Gloucester, MA by reason of the deed dated January 27, 1999 recorded with Essex South Registry of Deeds at Book 15437, Page 518.

12. Robert Nickse further agrees not to accept any further interest in the property described in the Hovey Street deed until and unless title to said property is free and clear of any security interest held by Vera Lee and her successors and assigns.
13. Each of the parties hereto waive all rights of all appeal of the entry of judgment as herein provided.
14. It is the intent of this agreement to resolve the claims advanced by Vera Lee in the above captioned matter relative to the Hovey Street deed. Upon entry of judgment as herein stipulated and agreed, Vera Lee and Robert Nickse consent to the dismissal without prejudice of the claims advanced by Vera Lee in said action against Jane Daniel on the basis that said claims are rendered moot by reason of the judgment entered pursuant to this agreement.

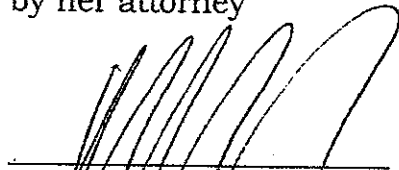
(19)
AN *ASB*
This agreement does not constitute an admission by Robert Nickse of fraud or conspiracy as alleged in the complaint

Stipulated and agreed this 1st day of March 2006.


Robert Nickse


Orestes Brown, Esq.

Vera Lee
by her attorney


Frank J. Frisoli, Esq.