

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into this 29th day of March, 2006 by and between ANITA WILLIAMS, her predecessors, successors, assigns, and attorneys (hereinafter, jointly, "Williams") and MUHAMMAD'S HOLY TEMPLE OF ISLAM, INC., ABDUL SHARRIEFF MUHAMMAD and BENJAMIN CHAVIS, their officers, agents, attorneys, predecessors, successors, affiliates and assigns (hereinafter, individually Muhammad's Holy Temple", "Abdul Sharrieff Muhammad" and "Benjamin Chavis", and collectively "Defendants"). Hereinafter, Williams and Defendants are referred to as the "Parties."

RECITALS

- A. An action is currently pending in the United States District Court for the Eastern District of New York, Civil Action No. 00CV1251 (the "Action").
- B. In the Complaint and the Amended Complaint, Williams has raised certain claims inter alia against Muhammad's Holy Temple, Abdul Sharrieff Muhammad and Benjamin Chavis.
- C. Muhammad's Holy Temple, and Abdul Sharrieff Muhammad have reached an agreement settling all claims raised by Williams in the Complaint and Amended Complaint.
- D. Benjamin Chavis hereby agrees to the Settlement and Discontinuance of the Action.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The Recitals are incorporated herein by reference.
2. Muhammad's Holy Temple, without admitting liability, agrees to pay Williams the sum of One Hundred Thirty Five Thousand Dollars (\$135,000.00), for itself, and on behalf of Abdul Sharieff Muhammad. Williams agrees to accept said sum, which shall be payable in two payments, one-half (1/2), Sixty Seven Thousand Five Hundred Dollars (\$67,500.00) on or before March 20, 2006 contingent upon execution of this Agreement and one-half (1/2), Sixty Seven Thousand Five Hundred Dollars (\$67,500.00) within forty five (45) days thereafter.
3. Benjamin Chavis has not agreed to pay and is not required to pay any sum and makes no admission of liability.
4. The Parties agree to file the attached Stipulation of Discontinuance with the Court.
5. In order to avoid annoyance, embarrassment, hardship or oppression to the Parties, this Agreement shall be kept in strict confidence and the Parties agree that the Court shall seal the record of the proceedings in the Action herein from disclosure to any person or entity.
6. The Parties have agreed and do hereby agree not to make any comments or statements, or release any documents, at any time, about this Action, the underlying allegations or Settlement Agreement to any person or entity,

including the print and electronic media (without limitation, including but not limited to radio, television, movies, documentaries, talk shows, news interviews, the internet, newspapers, magazines, periodicals, books or any other medium of communication that may exist in the future). In the event any of the Parties violate the terms of this Settlement Agreement, they shall be subject to immediate injunctive action, along with any person or entity, including the print and electronic media who attempts to publish any information regarding the claims in this case. In addition the injured party will be compensated for damages, including attorney's fees and court costs, which shall be determined and enforceable by the Court herein, which retains jurisdiction over this Settlement Agreement, as set forth in the attached Stipulation of Discontinuance. Notwithstanding the foregoing, Benjamin Chavis may confirm that he did not pay any sum to settle the case. The Parties may only state that the case has been resolved and make no further comments and neither party may make any disparaging remarks against the other of any kind or make any comments about any aspect of the merits of the case.

7. The Parties hereby release each other in perpetuity from all claims, whether known or unknown, which were brought or could have been brought against each other in this Action, including but not limited to, negligent hiring, supervising and retention of a person, battery, intentional

infliction of emotional distress and any other claims of any types whatsoever arising out of or relating to, or involving the allegations, claims and issues involved in this lawsuit.

8. This is a general, full and complete release.

9. The parties agree to submit to the jurisdiction of a Magistrate Judge of the United States District Court for the Eastern District of New York in the event a dispute arises from the violation of the term of this Settlement Agreement.

10. This is the entire agreement of the parties. Any modifications to this Agreement may only be accomplished in a writing signed by all Parties hereto. This Agreement shall be interpreted under New York law.

11. The Parties acknowledge that no party shall be construed as the drafter of this Agreement and that all parties who execute this Agreement have the authority to do so.

12. This Agreement shall inure to the benefit of and shall be binding on the Parties and their heirs, personal representatives, successors and permitted assigns.

13. The Parties represent that each has the requisite authority to execute this Agreement.

Dated: 3/21/2006

Muhammad's Holy Temple of Islam, Inc.
Defendant

By: Abdul Aziz Muhammad

Dated: 3/21/06

Benjamin Chavis
Benjamin Chavis, Defendant

Dated: 3/17/06

Abdul Sharieff Muhammad
Abdul Sharieff Muhammad, Defendant

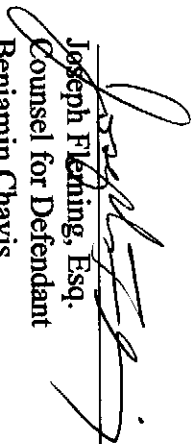
Dated: 3/20/06

Anita Williams
Anita Williams, Plaintiff

Seen and Agreed to:



Abdul Arif Muhammad, Esq.
Counsel for Defendants
Muhammad's Holy Temple of Islam, Inc. and
Abdul Sharriff Muhammad


Joseph Fleming, Esq.
Counsel for Defendant
Benjamin Chavis

Morelli Ratner P.C.
Counsel for Plaintiff
Anita Williams

By: 

SO ORDERED:

ROBERT M. LEVY
United States Magistrate Judge

DATE: _____