

**SETTLEMENT AGREEMENT
AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release (“Agreement”) is made this ____ day of _____, 2009, by and between the Estate of James Joyce, Stephen James Joyce, grandson of James Joyce and sole beneficiary of the Estate of James Joyce, and Seán Sweeney in his capacity as Trustee of the Estate of James Joyce and Carol Loeb Shloss.

RECITALS

WHEREAS, in June of 2006, Carol Loeb Shloss brought an action in the United States District Court for the Northern District of California for declaratory judgment and injunctive relief, and filed an Amended Complaint in October of 2006 pursuant to the Copyright Act of 1976, 17 U.S.C. §§ 101 et seq. and 28 U.S.C. § 2201 against Seán Sweeney in his capacity as Trustee of the Estate of James Joyce, and the Estate of James Joyce in Civil Action CV 06-3718 JW HRL;

WHEREAS, in January of 2007, Carol Loeb Shloss filed an action in the United States District Court for the Northern District of California for declaratory judgment and injunctive relief pursuant to the Copyright Act of 1976, 17 U.S.C. §§ 101 et seq. and 28 U.S.C. § 2201 against Stephen James Joyce, both personally and in his capacity as Trustee of the Estate of James Joyce, in Civil Action C07 00517 MEJ (collectively, the two actions shall be referred to as the “Civil Actions”);

WHEREAS, in March of 2007, the Parties entered into a previous settlement agreement in the Civil Actions (the “March 2007 Settlement Agreement,” a copy of the body of which without exhibits is attached hereto as Exhibit A), which the Parties intend to leave in place notwithstanding this Agreement;

WHEREAS, on May 29, 2009, the district court entered in the first
aforementioned civil action (Civil Action CV 06-3718 JW HRL) an Order Granting Motion to
Correct Clerical Error; Overruling Defendants' Objection to Magistrate Judge's Report and
Recommendations re: Attorney Fees; Adopting Judge Lloyd's Report and Recommendation; and

WHEREAS, it is the desire of the Parties to fully and finally resolve all disputes,
asserted or unasserted, arising out of, or in any way related to any acts, failures to act, omissions,
misrepresentations, facts, events, transactions, occurrences or other matters set forth, alleged,
embraced by, or otherwise referred to at any time in the Civil Actions, including but not limited
to the award of attorneys' fees and costs contained in the district court's order of May 29, 2009;

NOW THEREFORE, in consideration of the Recitals and mutual promises
contained herein, and for other good and valuable consideration hereby deemed received, the
Parties agree as follows:

TERMS OF AGREEMENT

1. As used in this Agreement:
 - (a) "the Estate" means the Estate of James Joyce, Stephen James Joyce,
grandson of James Joyce and sole beneficiary of the Estate of James Joyce, and Seán Sweeney in
his capacity as Trustee of the Estate of James Joyce, collectively;
 - (b) "Party" means any of the three individuals or the one non-individual entity
named as a plaintiff or defendant in the Civil Actions: Plaintiff Carol Loeb Shloss, and
Defendants the Estate of James Joyce, Stephen James Joyce, and Seán Sweeney in his capacity
as Trustee of the Estate of James Joyce;
 - (c) "Parties" means the four parties collectively; and
 - (d) "Plaintiff" means Carol Loeb Shloss.
2. Except for the rights and obligations created by this Agreement and the March
2007 Settlement Agreement, each Party releases and forever discharges the other Parties and

their attorneys, heirs, successors, and assigns, none of whom admit any liability but all expressly deny liability, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature, known or unknown, now existing which are based directly or indirectly upon facts, events, transactions, or occurrences related to, alleged, embraced by, or otherwise referred to at any time in the Civil Actions. To wit:

(a) Except for the rights and obligations created by this Agreement and the March 2007 Settlement Agreement, Plaintiff for herself and her heirs, successors, and assigns, hereby releases and forever discharges the Estate of James Joyce, Stephen James Joyce, Seán Sweeney, and his or its attorneys, heirs, successors, and assigns, none of whom admit any liability but all expressly deny liability, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature, known or unknown, now existing against the Estate of James Joyce, Stephen James Joyce, Seán Sweeney, or his or its attorneys, heirs, successors, or assigns, which are based directly or indirectly upon facts, events, transactions, or occurrences related to, alleged, embraced by, or otherwise referred to at any time in the Civil Actions.

(b) Except for the rights and obligations created by this Agreement and the March 2007 Settlement Agreement, the Estate of James Joyce, Stephen James Joyce, and Seán Sweeney, for himself or itself and his or its heirs, successors, and assigns, each hereby release and forever discharge Plaintiff and her attorneys, heirs, successors, and assigns, none of whom admit any liability but all expressly deny liability, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature, known or unknown, now existing against Plaintiff of her attorneys, heirs, successors, or assigns, which are based directly or indirectly upon facts, events, transactions, or occurrences related to, alleged, embraced by, or otherwise referred to at any time in the Civil Actions.

3. The Parties further agree that this Agreement has been carefully read and fully understood by them. Each Party hereby represents, warrants, and agrees that he, she, or it was represented by counsel in connection with the Agreement, has had the opportunity to consult with counsel about the Agreement, has carefully read and considered the terms of this Agreement, and fully understands the same. The language of this Agreement should not be construed against the drafter.

4. The Parties further agree that this Agreement (along with the March 2007 Settlement Agreement) is being entered into for the express purpose and intention of making and entering into, and does make, a full and final compromise, adjustment, and settlement, forever and ever, of any and all claims which were or could have been asserted in the Civil Actions, whether or not referred to herein, including any and all orders to pay attorneys' fees and costs and any further requests for attorneys' fees or costs, without any chance that this matter will arise again.

5. (a) Plaintiff acknowledges that there is a risk that subsequent to the execution of this Agreement, she may discover, incur, or suffer claims against the Estate of James Joyce, Stephen James Joyce, or Seán Sweeney, or his or its attorneys, heirs, successors, and assigns, which were unknown or unanticipated at the time this Agreement is executed, and which if known on the date of this Agreement being executed may have materially affected the decision to execute this Agreement. Plaintiff acknowledges and agrees that by reason of the releases contained herein, she is assuming the risk of such unknown claims and agrees that this Agreement applies thereto. In connection therewith, Plaintiff expressly waives the benefits of Section 1542 of the California Civil Code, which section provides as follows, and any laws of similar effect applicable in any jurisdiction:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME

OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

(b) The Estate of James Joyce, Stephen James Joyce, and Seán Sweeney each acknowledge that there is a risk that subsequent to the execution of this Agreement, he or it may discover, incur, or suffer claims against Plaintiff, or her attorneys, heirs, successors, and assigns, which were unknown or unanticipated at the time this Agreement is executed, and which if known on the date of this Agreement being executed may have materially affected the decision to execute this Agreement. The Estate of James Joyce, Stephen James Joyce, and Seán Sweeney each acknowledge and agree that by reason of the releases contained herein, he or it is assuming the risk of such unknown claims and agrees that this Agreement applies thereto. In connection therewith, the Estate of James Joyce, Stephen James Joyce, and Seán Sweeney each expressly waive the benefits of Section 1542 of the California Civil Code, which section provides as follows, and any laws of similar effect applicable in any jurisdiction:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

6. Each Party warrants and represents that he, she, or it has not made or suffered any assignment, sale, or transfer, by operation of law or otherwise, of any claim, right, or interest released herein. Each Party agrees to indemnify, defend, and hold harmless the other Parties from any claim, liability, or expense which may be incurred as a result of the assertion of any such claim, right, or interest by any person by reason of any such assignment, sale, or transfer in breach of such Party’s representation or warranty.

7. This Agreement shall in no event be construed as or be deemed to be evidence of an admission or concession on the part of any Party of any claim or any fault or liability or

damages or attorneys' fees or costs whatsoever. The Estate denies any and all wrongdoing of any kind whatsoever in connection with the Civil Actions and does not concede any infirmity in the defenses which it has asserted or intends to assert. The Parties have reached the agreement reflected herein in order to avoid further expense, inconvenience, and delay, and to dispose of extremely expensive, burdensome, and protracted litigation.

8. (a) To fully and completely resolve the Civil Actions, forever and ever, including any and all pending orders to pay attorneys' fees and costs and any further requests for attorneys' fees or costs, without any chance that this matter will arise again, the Estate agrees to pay to Plaintiff and her counsel the lump sum of Two Hundred and Forty Thousand Dollars (\$240,000) and no more (the "Payment"). The Estate (jointly and severally) agrees to provide the Payment by delivery of a check or draft drawn on good funds within fourteen (14) business days of the execution of this Agreement, with the check or draft made payable to "Howard Rice et al. as Trustee" and delivered to Plaintiff's attorney, Howard Rice Nemerovski Canady Falk & Rabkin, A Professional Corporation, 3 Embarcadero Center, Suite 700, San Francisco, California 94111, Attn: Bernard A. Burk. If the Estate fails or refuses for any reason to deliver the Payment as required herein timely or in full, then Plaintiff may, in her sole discretion, elect to declare this Agreement void ab initio in its entirety and proceed to enforce her rights as if this Agreement had never been made (with the March 2007 Settlement Agreement remaining in full force and effect), or alternatively may elect to enforce this Agreement according to its terms and remedy any breach thereof.

(b) The Parties acknowledge that the Estate has previously expressed concern in the Civil Actions that amounts payable on account of Plaintiff's request for attorneys' fees would be paid to Plaintiff rather than her counsel. Plaintiff and her counsel represented in the Civil Actions that this was not Plaintiff's or her counsel's intent. Since that time, as part of the negotiation of the settlement memorialized in this Agreement, Plaintiff, her counsel, and the

Estate have agreed that no more than \$10,000 of the Payment will be deposited in Plaintiff's research account associated with her scholarship at Stanford University. The Parties acknowledge and agree that these amounts may be so paid notwithstanding the Parties' prior statements and representations in the Civil Actions.

9. Within seven (7) business days of the Payment, the Estate agrees to file a stipulation of dismissal with prejudice of the appeal pending in the United States Court of Appeals for the Ninth Circuit or to file such other papers as are necessary to terminate the appeal pending against Plaintiff. The Estate further agrees to provide Plaintiff with copies of all such papers including evidence of any subsequent order from the Ninth Circuit.

10. The Parties agree that this Agreement (along with the March 2007 Settlement Agreement) constitutes a good faith settlement of the Civil Actions and acknowledge that it is entered into freely and voluntarily, and that it is legally and fully binding on all Parties.

11. This Agreement constitutes the sole, complete, and entire agreement between Plaintiff and the Estate, and supersedes all prior agreements, negotiations, and discussions between the Parties, with respect to the subject matter covered hereby, with the sole exception of the March 2007 Settlement Agreement.

12. Plaintiff and the Estate each acknowledge that, in entering into this Agreement, they are not relying upon any representations or warranties made by anyone other than those terms and provisions expressly set forth in this Agreement. It is expressly understood and agreed that this Agreement may not be altered, amended, waived, modified, or otherwise changed in any respect or particular whatsoever except by a writing duly executed by authorized representatives of Plaintiff and the Estate, respectively. The Parties further acknowledge and agree that they will make no claim at any time or place that this Agreement has been orally supplemented, modified, or altered in any respect whatsoever.

13. This Agreement is being made in and shall be deemed to be performed in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California without giving effect to the provisions, policies, or principles thereof relating to choice of law or conflict of laws. Each of the Parties hereby consents to the jurisdiction of the state and federal courts located in the State of California with respect to any dispute relating to or arising out of this Agreement.

14. In any action to enforce the terms of this Agreement, the party prevailing in that action shall be entitled to recover its reasonable attorneys' fees and disbursements in addition to costs of suit.

15. Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement, but, rather, the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly.

16. Seán Sweeney, who is executing this Agreement on behalf of the Estate of James Joyce, which is the only non-individual entity that is party to this Agreement, represents and warrants that he is a duly authorized representative of the Estate of James Joyce with full power and authority to bind it to each and every term and condition hereof, and that the Estate of James Joyce has taken all steps necessary to authorize and approve its entering into and binding itself to each and every term and condition hereof.

17. This Agreement may be executed in counterparts, all of which together shall comprise a single agreement. Executions of a counterpart may be delivered by facsimile or email transmission. A Party delivering its counterpart by facsimile or email shall promptly deliver an original signature to the other Parties (but any failure to do so will not vitiate the prior delivery of the counterpart or the enforceability of this Agreement).

Dated: 27 August 2009

Dated:

Carol Loeb Shloss
Carol Loeb Shloss

Seán Sweeney in his capacity as Trustee
of the Estate of James Joyce

Dated:

Stephen James Joyce, grandson of James
Joyce and sole beneficiary of the Estate of
James Joyce

Dated:

Carol Loeb Shloss

Dated: 26 August, 2009

Seán Sweeney
Seán Sweeney in his capacity as Trustee
of the Estate of James Joyce

Dated:

Stephen James Joyce, grandson of James
Joyce and sole beneficiary of the Estate of
James Joyce

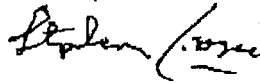
Dated:

Dated:

Carol Loeb Shloss

Seán Sweeney in his capacity as Trustee
of the Estate of James Joyce

Dated: 25 VIII 2009



Stephen James Joyce, grandson of James
Joyce and sole beneficiary of the Estate of
James Joyce