

2018.10.04 PRIVATE AND CONFIDENTIAL FOR MR JAMES SQUIER ONLY - WITHOUT PREJUDICE

- 1) Mr Friend to cease permanently all harassment and defamation by himself or through third parties - Mr Friend to take down from the internet all statements - Mr Friend to disclose all statements made and to provide an unreserved and agreed apology and retraction for all false, defamatory and harassing statements and agree to an restraining injunction.
- 2) Mr Friend to cease all harassment relating to all PM property interests, particularly relating to land in Fort Road Margate and the Coach House and to acknowledge that he has no title nor claim regarding the Coach House.
- 3) Mr Friend to cease all commercial activities at East Northdown Farm including commercial use of private road and to keep northern access gates locked at all times.
- 4) Mr Friend to agree to 1. Registration of rights of way to the Orchard for uses incidental to East Northdown House and a livery yard - 2. Registration of rights of way to the Paddock for all purposes 3. Registration of rights of way to access drain and 4. Registration of rights for parking in road.
- 5) Mr Friend to:- Reinstate surface of road to it's full width - enter into a formal maintenance agreement with all adjoining owners using the road - introduce traffic control and not to introduce any further traffic use.
- 6) Mr Friend to withdraw all claims to walls, to remove concrete block obstruction from Blue Land and to acknowledge that allegations re window in southern elevation of ENH were false and to unreservedly withdrawn those allegations.
- 7) Mr Friend to enforce no parking on Blue land and to instruct Mr & Mrs Riordan's to cease all nuisance and harassment.
- 8) Mr Friend to discontinue the Deed of Grant claim.
- 9) Mr Friend to pay damages to be agreed for breaches of Tomlin Order defamation, nuisance and harassment.

The above list is not to be taken as conclusive and does not include terms for the settlement of the claim for damages