

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

GURU NANAK FOUNDATION  
OF AMERICA, INC.,

*Plaintiff and Counterdefendant.*

v.

AMAR S. MAHLI, et al.,

*Defendants and Counterplaintiffs.*

Case No. 228309-V  
(Consolidated)

AMAR S. MAHLI, et al.,  
derivately for the benefit of  
GURU NANAK FOUNDATION  
OF AMERICA, INC.,

*Plaintiffs.*

v.

BAKSHISH SINGH, et al.,

*Defendants and Counterplaintiffs.*

Case No. 228381-V  
(Consolidated)

CONSENT ORDER, SETTLEMENT AGREEMENT AND RELEASE

WHEREAS the parties hereto parties are presently engaged in the above-captioned lawsuit;

WHEREAS certain disagreements have arisen between the parties;

WHEREAS the parties wish to fully and finally settle all differences between and among them.

Now, wherefore, the parties agree and the Court orders as follows:

1. The Board of Trustees of Guru Nanak Foundation of America, Inc. ("GNFA") shall set membership dues at \$21.00 per person for both new and renewal

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memberships which shall be collected pursuant to deadlines provided in the GNFA Constitution and By-Laws by the independent monitor addressed below.

2. Dr. Rajinder Bajwa shall be appointed as a contributing trustee of the GNFA as of today with no additional fee due or owing. The present nineteen-member board appointed March 18, 2003 will continue to serve with the addition of Dr. Bajwa until the 2004 elections. These Board members are identified in Exhibit A. The three (3) priests previously identified shall not be hired or appointed to serve at the GNFA until after the 2004 election.

3. An independent monitor appointed pursuant to paragraph 7 shall oversee and conduct the collection of dues, the creation of a membership list and the 2004 elections. In discharging its duties, the independent monitor shall exercise its own judgment with the advice of the below-signed counsel, as may be requested by the independent monitor in conformance with this Agreement and, to the extent possible consistent with the By-Laws and Constitution.

4. In connection with the 2004 elections only, the requirement of a quorum shall be waived. The procedure for voting will be as follows: voting will commence at 7:00 a.m. and conclude by 8:00 p.m. with no requirement that a quorum be reached and in a manner to be chosen by the independent monitor exercising its own judgment with the advice of the below-signed counsel for the parties, as may be requested by the independent monitor in conformance with this Agreement and, to the extent possible consistent with the By-Laws and Constitution. If the 2004 election is conducted in conformity with these guidelines, no party shall contest or instigate the contest of that election.

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5. All Trustees then in office, Contributing Trustees as well as Elected Trustees, will resign on or before February 15, 2004 effective as soon as the results of the 2004 elections are announced by the independent monitor.

6. During the 2004 election, the GNFA membership shall elect five (5) Elected Trustees and ten (10) Contributing Trustees. Voting for these positions will be cumulative and in the case of the election for Contributing Trustees, the five individuals receiving the most votes shall serve five-year terms and the five individuals receiving the sixth through tenth number of votes shall serve four-year terms. In order to run as a candidate for a position as Contributing Trustee, an individual must have been a GNFA member for two (2) years and must further file an application and pay a \$1,500.00 fee by December 31, 2003. This fee shall be treated as a donation to the GNFA and will not be returned. No other Board approval of potential Contributing Trustee candidates shall be required. Existing Contributing Trustees shall receive a credit for the pro-rata, unused portion of their prior \$1,500.00 five-year fee against the year 2004 election fee should they decide to run again. To run as an Elected Trustee, an individual must file an application on or before February 1, 2004 and have been a member for one (1) year. No other Board approval of potential Elected Trustee candidates shall be required.

7. The monitor required hereunder shall be chosen by the counsel to the parties identified below. If counsel are unable to agree, the Honorable Howard Chasanow shall mediate this issue via telephone conference.

8. In partial payment of the attorneys' fees and expenses incurred, the GNFA shall provide \$25,000.00 to the law firm of Bromberg & Rosenthal, Siegel & Goodman and an additional \$25,000.00 to the law firm of Joseph, Greenwald & Laake, P.A. within five (5) days of the Court's endorsement of this Order. The GNFA shall deposit with the law firm of Bromberg & Rosenthal, Siegel & Goodman and the law firm of Joseph,

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Greenwald & Laake, P.A. \$5,000.00 each to be held in escrow and used to pay any additional legal expenses or costs incurred after May 28, 2003 in seeking court approval for this Consent Order, Agreement and Release, in finalizing settlement, and in monitoring elections hereunder.

9. Each party with the intention of binding itself, its employees, officers and agents, heirs, guardians, successors, and assigns, does hereby fully waive, remise, release, and discharge each of the other parties and their legal representatives, successors, subsidiaries, affiliates, agents, partners, assigns, officers, directors, employees, servants, insurers, sureties, heirs, executors, and administrators from any and all claims, obligations, causes of action, suits, actions, proceedings, accounts, covenants, contracts, agreements, damages, fines, debts, liabilities, sums, offsets, recoupments, set-offs, threats, taxes, interest, penalties, demands, losses, costs, and expenses (including attorneys' and experts' fees and court costs) of every name, nature and description, both in law and at equity that either party ever had, now has, may have, or may claim to have, whether known or unknown, or that anyone claiming through or under them ever had, now has, may have, or claim to have, against the other party from the beginning of the world to the present.

The present Board will not take any action or do anything inconsistent with the spirit of cooperation and good faith evidenced by this Agreement.

Each party warrants that no promise or inducement has been offered or made except as herein set forth, and that this release is executed without reliance on any statement or representation by the other party which is not memorialized herein. Each party, by signing below, warrants that the party and its officer(s) or legal representative(s) have carefully read the Agreement and know and understand its contents.

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10. This Agreement and Order is directed to and shall bind all parties to the above-captioned matters including all intervenors. All interlocutory injunctive relief is and hereby shall be dissolved. The above-captioned case is and hereby shall be dismissed with prejudice, each party to bear his, her or its own costs except as set forth herein.

11. The parties acknowledge that this document and copies hereof shall be admissible in any Court as conclusive evidence of the release in full and settlement of all claims between the parties hereto. This document alone shall be adequate to support a petition for injunctive relief or motion for summary judgment in any cause based upon a claim released herein.

12. The parties hereby represent that each has caused, and will cause, the proper corporate or individual actions to be taken by each, respectively, to effectuate the rights granted under this Settlement and Release.

13. All members and parties not present have authorized the parties hereto and/or counsel to bind them to this Agreement.

14. This Settlement and Release may be executed by the parties hereto in one or more counterparts, including facsimile copies, each of which shall be an original, but all of which together shall constitute one and the same instrument.

AGREED:

Ajit Singh Dhalwal  
Ajit Singh Dhalwal

Raghu Singh Brar  
Raghu Singh Brar

Gajinder Singh  
Gajinder Singh

T.S. Phool 5/28/03  
Tejvir Singh Phool

Rajinder S. Bajwa 5/28/2003  
Rajinder S. Bajwa

Inderjit S. Bimbira  
Inderjit S. Bimbira

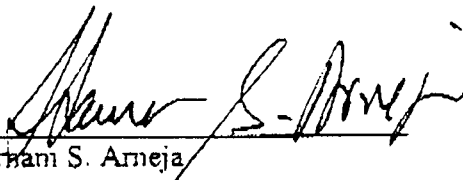
S. Rajinder 5/28/03  
Sarabjit S. Bakshi

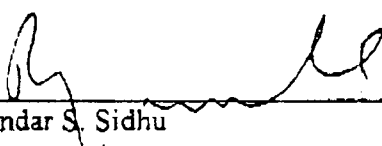
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Dilawar S. Dhatt

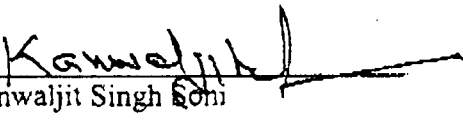
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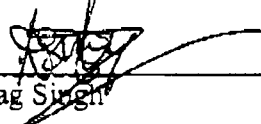
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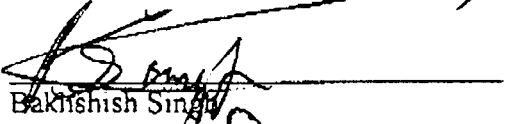
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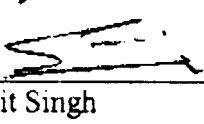
  
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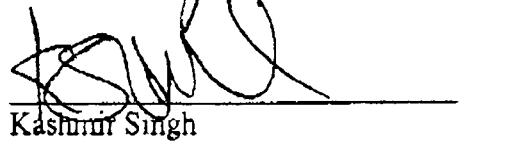
  
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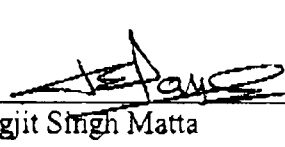
  
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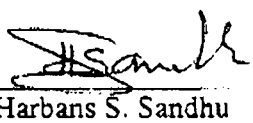
  
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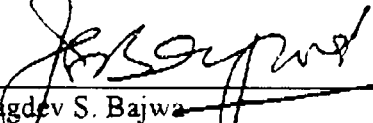
  
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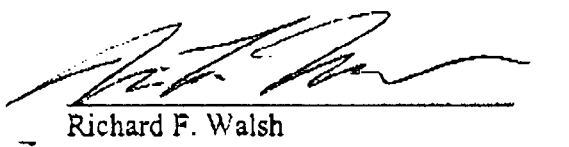
  
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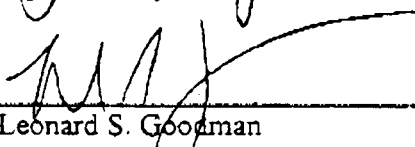
  
Kasthur Singh


  
Jagjit Singh Matta

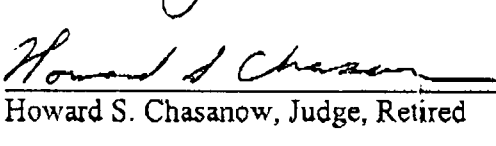
  
Harbans S. Sandhu

  
Jagdev S. Bajwa

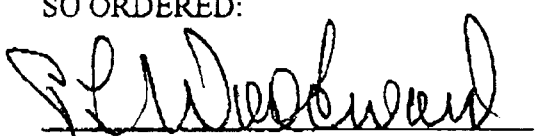
  
Richard F. Walsh

  
Leonard S. Goodman

  
Cary J. Hansel

  
Howard S. Chasanow, Judge, Retired

SO ORDERED:

  
Patrick L. Woodward, Judge  
Circuit Court for Montgomery County

6/11/03

**ENTERED**

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EXHIBIT A

1. Kashmir Singh Dhariwal
2. Dilbag Singh
3. Harbans Singh Sandhu
4. Inderjit Singh Rekhi
5. Jagjit Singh Matta
6. Bakhshish Singh
7. Baldev Singh
8. Amarjit Singh Sandhu
9. Jagjit Singh Duggal
10. Jaswinder Kaur Nat
11. Lakhbir Singh Aulakh
12. Ajit Singh Dhaliwal
13. Meharban Singh
14. Dharam Singh Goraya
15. Dharam Singh Dhindsa
16. Pardeep Singh Aneja
17. Rajinder S. Bajwa
18. Vikram Singh (Youth)
19. Labh Singh
20. Jaginder Singh Dhillon