

**FRE 408 COMMUNICATION****SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the "Agreement") is made and entered into this 30<sup>th</sup> day of October 2013 between the Embassy of the Republic of Poland to the United States ("Poland"), on the one hand, and Kristopher Gasior ("Gasior") on the other hand. The foregoing are referred to herein in the plural as the "Parties," and each of Poland and Gasior as defined above is referred to in the singular as a "Party."

**RECITALS**

WHEREAS the Parties are parties to *United States of America v. Republic of Poland, Kristopher Gasior*, Case No. 13cv 691 (E.D. Va.) (Brinkema, J.) (the "Dispute");

WHEREAS the Parties mutually desire to settle all claims, causes of action, demands, and proceedings of any nature and description whatsoever, in law or in equity, with respect to the Polish WZ.38 Maroszek Semi-Automatic Rifle, Serial Number 1019 (hereinafter, the "Rifle");

NOW THEREFORE, in consideration of the promises hereinafter set forth, the Parties agree as follows:

**SETTLEMENT TERMS**

1. **Monetary Compensation:** The Museum of Polish History shall fairly compensate Gasior for the Rifle. Such compensation shall be in the amount of USD 25,000, to be wired to the following account within 30 calendar days from the execution of this Agreement:

Name of Bank:

ABA Routing Number:

Beneficiary Account Number:

Beneficiary Account Name:

Ref:

2. **Conveyance of the Rifle to Poland:** Upon execution of this Agreement and transfer to Gasior of monetary compensation pursuant to Section 1 of this Agreement, Gasior will immediately transfer, assign, and set over all right, title and interest he has and may have in the Rifle to the Museum of Polish History and immediately authorize physical transfer of the Rifle from the Courthouse for the United States District Court for the Eastern District of Virginia to Poland.
3. **Poland's Letter to Gasior:** Poland shall send Gasior the letter attached hereto as Annex A.
4. **Preservation of the Rifle:** Poland shall not alter or deactivate the Rifle.
5. **Display of the Rifle:** The Museum of Polish History shall offer to the Museum of Warsaw Uprising, in Warsaw, Poland, the Rifle on permanent loan, to be displayed without deactivation or alteration. Gasior has been advised by the Director of the Museum of Warsaw Uprising that it will accept the Rifle on permanent loan from the Museum of Polish History and will display the

