

EXHIBIT G

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 2001, by and among Charter Behavioral Health Systems, LLC and its related affiliates and subsidiaries (collectively, the "Debtors") and _____ (the "Creditor").

WITNESSETH

WHEREAS, the Debtors filed voluntary petitions for relief under Chapter 11 of the U.S. Bankruptcy Code on February 16, 2000, in the United States Bankruptcy Court for the District of Delaware (the "Court");

WHEREAS, on _____, 2001, the Court approved a stipulation between various parties providing for, among other things, preference amnesty for any creditor that did not want to be sued for a preference under 11 U.S.C. §§ 547 or 553 (the "Stipulation");

WHEREAS, under the Stipulation, a creditor may choose to waive any and all claims it has against the Debtors and, in return, the Debtors will waive any preferential transfer claim under 11 U.S.C. §§ 547 or 553 against the Creditor (the "Preference Election"); and

WHEREAS, the Creditor has made the Preference Election.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree to the settlement as follows:

1. **Preference Amnesty.**

(a). Effective upon the execution and delivery of this Agreement, the Creditor waives any and all claims, including all prepetition and post-petition claims against the Debtors. In this regard, within three (3) days of the execution and delivery of this Agreement, the Creditor shall withdraw all of the proofs of claim or requests for payment it filed in the Debtors' cases with prejudice.

(b). Effective upon the execution and delivery of this Agreement, the Debtors waive any and all preference claims arising under 11 U.S.C. §§ 547 or 553 against the Creditor (the "Preference Claim").

2. **Release of the Debtors by the Creditor.** Effective upon the execution and delivery of this Agreement, the Creditor hereby releases, acquits, and forever discharges the Debtors and each and every past and present shareholder, member, subsidiary, affiliate, officer, manager, director, partner, principal, agent, servant, employee, representative, accountant and attorney of the Debtors, from and against any and all claims, causes of action, rights, suits, debts, liens, obligations, liabilities, demands, losses, costs and expenses (including attorneys' fees and disbursements) of any kind, character, or nature whatsoever, known or unknown, fixed or contingent (collectively, a "Claim"), which the Creditor may have or claim to have now against the Debtors or each and every past and present shareholder, member, subsidiary, affiliate, officer, manager, director, partner, principal, agent, servant, employee, representative, accountant and attorney of the Debtors, or which may hereafter arise out of, relate to, or be connected with any act of commission or omission of the Debtors or any shareholder, member, subsidiary, affiliate,

officer, manager, director, partner, principal, agent, servant, employee, representative, accountant, or attorney of the Debtors existing or occurring prior to the date of this Agreement.

3. **Release of Creditor by the Debtors.** Upon execution and delivery of this Agreement, the Debtors hereby release and acquit and forever discharge the Creditor and each and every agent, employee, representative, accountant, and attorney of the Creditor from any and all Preference Claims the Debtors may have or claim to now have against the Creditor.

4. **Covenant Not to Sue.** Effective upon the execution and delivery of this Agreement, each of the parties to this Agreement hereby mutually covenants that each will neither sue, sue further, or otherwise prosecute in any way any person or entity proposed to be released by this Agreement with respect to any and every Claim or Preference Claim proposed to be released in this Agreement; provided, however, that this covenant shall not preclude any party from bringing suit to enforce such party's rights under this Agreement.

5. **Due Authorization.** Each party to this Agreement hereby represents and warrants that this Agreement has been duly authorized and that the individual signing this Agreement on its behalf is duly authorized and fully competent to execute this Agreement and to deliver this Agreement to the other party. The Debtors hereby represent and warrant that the individual signing this Agreement on behalf of the Debtors' estates is duly authorized and fully competent to execute this Agreement and to deliver this Agreement to the Creditor. The Creditor hereby represents and warrants that the individual signing this Agreement on behalf of the Creditor is duly authorized and fully competent to execute this Agreement and to deliver this Agreement to the Debtors.

6. **No Prior Transfer.** The parties hereby mutually represent and warrant that there has been no assignment, sale, or other transfer or disposition of any interest in any Claim or Preference Claim to be released and discharged in this Agreement.

7. **Assignment, Predecessors, Successors, and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their legal representatives, predecessors, successors, and assigns, including, without limitation, any trustee, responsible person or examiner (with or without expanded powers) that might be appointed for the Debtors.

8. **No Admission of Liability.** The parties to this Agreement each deny liability to the other, and neither the payment of money nor the performance of any other matters contemplated hereby or provided for herein shall in any way or manner be construed as an admission of any allegation, fact or liability or any act of wrongdoing.

9. **Notices.** Any notices pursuant to this Agreement may be sent via Federal Express or other reliable overnight delivery service and via facsimile, to the addresses and facsimile numbers identified below:

IF TO THE CREDITOR:

IF TO THE DEBTORS:

Troutman Sanders, LLP
600 Peachtree Street NE
Suite 5200

Atlanta, GA. 30308-2216
Attn: Harris Bryan Winsberg
Facsimile: 404/962-6719

10. **Construction.** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know and understand completely the contents hereof, and that they have voluntarily executed the same.

11. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter contained herein, and this Agreement may not be altered, amended or modified in any respect or particular whatsoever except by a writing duly executed by each of the parties hereto.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, so that all of which taken together shall constitute one and the same instrument.

13. **Severability.** In the event that any part of this Agreement shall be found to be illegal or in violation of public policy, or for any reason unenforceable at law, such finding shall not invalidate any other part hereof.

14. **Choice of Law.** This Agreement shall be interpreted under, and construed in accordance with, the internal laws of the State of Georgia without regard to the conflict of law rules of the State of Georgia.

IN WITNESS WHEREOF and in agreement herewith, the parties have executed
and delivered this Agreement, as of the date first above written.

THE CREDITOR

By: _____
Title: _____

THE DEBTORS

By: _____
Title: _____