

SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1 The Parties

This settlement agreement (“Agreement” or “Settlement Agreement”) is entered into by and between Russell Brimer, (“Brimer”) and Argento SC by Sicura Inc. (“Argento”) with Brimer and Argento collectively referred to as the “Parties.”

1.2 Brimer

Brimer is an individual residing in the State of California who seeks to promote awareness of exposure to toxic chemicals and improve human health by reducing or eliminating hazardous substances contained in consumer products.

1.3 Argento

Argento employs 10 or more persons and is a person in the course of doing business for purposes of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 *et seq.* (“Proposition 65”).

1.4 General Allegations

Brimer alleges that Argento manufactured, distributed and/or sold, in the State of California, headphones with vinyl/pvc components that exposed users to DEHP without first providing “clear and reasonable warning” under Proposition 65. DEHP is listed as a reproductive and developmental toxicant pursuant to Proposition 65 and is referred to hereinafter as the “Listed Chemical” or “DEHP”

1.5 Notice of Violation

On August 16, 2012, Brimer served Argento and various public enforcement agencies with a document entitled “60-Day Notice of Violation” (“Notice”) that provided public enforcers and Argento with notice of alleged violations of Health & Safety Code § 25249.6 for failing to warn consumers of the presence of DEHP, a toxic chemical found in their headphone products sold in California. Argento received the 60-Day Notice of Violation. Argento represents, as of the date it executes this Agreement,

that it is not aware of any public enforcer that is diligently prosecuting a Proposition 65 enforcement action related to DEHP in its products, as identified in the 60-Day Notice.

1.6 No Admission

This Agreement resolves claims that are denied and disputed by Argento. The Parties enter into this Agreement pursuant to a full and final settlement of any and all claims between the Parties for the purpose of avoiding prolonged litigation. Argento denies the material factual and legal allegations contained in the Notice, maintains that it did not knowingly or intentionally expose California consumers to DEHP through the reasonably foreseeable use of the Covered Products and otherwise contends that, to Argento's actual knowledge, all Covered Products it has manufactured, distributed and/or sold in California have been and are in compliance with all applicable laws. Nothing in this Agreement shall be construed as an admission by Argento of any fact, finding, issue of law, or violation of law; nor shall compliance with this Agreement constitute or be construed as an admission by the Argento of any fact, finding, conclusion, issue of law, or violation of law, such being specifically denied by Argento. However, notwithstanding the foregoing, this section shall not diminish or otherwise affect Argento's obligations, responsibilities, and duties under this Agreement.

1.7 Consent to Jurisdiction

For purposes of this Agreement only, the Parties stipulate that the Marin County Superior Court has jurisdiction over Argento as to the allegations in the 60-Day Notice received from Brimer, and this Agreement, that venue is proper in County of Marin, and that the Marin County Superior Court has jurisdiction to enforce the provisions of this Agreement. As an express part of this Agreement, pursuant to C.C.P. §664.6 the Marin County Superior Court has jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

2. DEFINITIONS

2.1 The term "Covered Products" means any headphones with vinyl/pvc components manufactured, caused to be manufactured, distributed or caused to be distributed by Argento.

2.2 The term “DEHP Free” Covered Products shall mean Covered Products containing materials or other components that may be handled, touched or mouthed by a consumer, and which materials or other components are confirmed to contain less than or equal to 1,000 parts per million (“ppm”) of DEHP through Testing by a certified U.S. laboratory.

2.3 The term “Testing” shall mean Environmental Protection Agency (“EPA”) testing methodologies 3580A and 8270C or equivalent methodologies utilized by federal or state agencies for the purpose of determining the DEHP content in a solid substance.

2.4 The term “DEHP Free Standard” shall mean the above-referenced standard that will cause a Covered Product to qualify as DEHP Free

2.5 “Effective Date” shall mean May 15, 2013.

3. INJUNCTIVE-TYPE RELIEF

3.1 Formulation Commitment

3.1.1 No later than the Effective Date, Argento shall provide the DEHP Free Standards, to its then-current supplier(s) of Covered Products that will be sold or offered for sale to California consumers and shall instruct each supplier to use reasonable efforts to provide Covered Products that comply with such DEHP Free Standard. In addressing the obligation set forth in the preceding sentence, Argento shall not employ statements that will encourage the supplier(s) of Covered Products to delay compliance with the DEHP Free Standard. Upon request, Argento shall provide Brimer with copies of such supplier notification and Brimer shall regard such copies as confidential business information.

3.1.2 After the Effective Date Argento shall not manufacture, cause to be manufactured, purchase or otherwise obtain any Covered Product for distribution or sale in the United States, or for distribution to or sale to any retailer that Argento reasonably understand maintains retail outlets in the United States, that is not DEHP Free.

3.2 Previously Obtained or Distributed Covered Products.

3.2.1 Product Warnings

Commencing on the Effective Date, Argento shall not sell or ship any Covered Products into California unless such Covered Products are DEHP Free under Section 2.2 or are sold or shipped with one of the clear and reasonable warnings set forth hereafter.

Each warning shall be prominently placed with such conspicuousness as compared with other words, statements, designs, or devices as to render it likely to be read and understood by an ordinary individual under customary conditions *before* purchase or use. Each warning shall be provided in a manner such that the consumer or user understands to which *specific* Covered Product the warning applies, so as to minimize the risk of consumer confusion.

(a) **Retail Store Sales.**

(i) **Product Labeling.** Argento may affix a warning to the packaging, labeling, or directly on any Covered Products sold at to any entity that Argento reasonably understands maintains retail outlets in California that states:

WARNING: This product contains DEHP, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

(ii) **Point-of-Sale Warnings.** Alternatively, Argento may provide warning signs in the form below to retail outlets in California, which stores it is reasonably aware of having sold the Covered Products or having inventory or orders of the Covered Products, with instructions to post the signs *in immediate proximity* to the point of display of any and all such Covered Products for the benefit of its customers.

WARNING: This product contains DEHP, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

(b) **Mail Order Catalog and Internet Sales.** In the event that Argento sells any Covered Products via mail order catalog or the Internet to customers located in California any such catalog or

Internet site offering any Covered Product for sale shall include a warning in the catalog or within the website, identifying the specific Covered Product to which the warning applies, as specified in Sections 3.2.2(b)(i) and (ii) below.

(i) **Mail Order Catalog Warning.** Any warning provided in a mail order catalog must be in the same type size or larger than the Covered Product description text within the catalog. The following warning shall be provided on the same page and in the same location as the display and/or description of the Covered Product:

WARNING: This product contains DEHP, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

Where it is impracticable to provide the warning on the same page and in the same location as the display and/or description of the Covered Product, Argento may utilize a designated symbol to cross reference the applicable warning and shall define the term “designated symbol” with the following language on the inside of the front or back cover of the catalog or on the same page as any order form for the Covered Product(s):

WARNING: Certain products identified with this symbol contain DEHP, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

The designated symbol must appear on the same page and in close proximity to the display and/or description of the Covered Product. On each page where the designated symbol appears, Argento must provide a header or footer directing the consumer to the warning language and definition of the designated symbol.

If Argento elects to provide warnings in any mail order catalog, then the warnings must be included in all catalogs offering to sell one or more Covered Products printed after the Effective Date.

(ii) **Internet Website Warning.** A warning must be given in conjunction with the sale of any Covered Products by Argento via the Internet, provided it appears either: (a) on the same

web page on which a Covered Product is displayed; (b) on the same web page as the order form for a Covered Product; (c) on the same page as the price for any Covered Product; or (d) on one or more web pages displayed to a purchaser during the checkout process. The following warning statement shall be used and shall appear in any of the above instances adjacent to or immediately following the display, description, or price of the Covered Product for which it is given in the same type size or larger than the Covered Product description text:

WARNING: This product contains DEHP, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

Alternatively, the designated symbol may appear adjacent to or immediately following the display, description, or price of the Covered Product for which a warning is being given, provided that the following warning statement also appears elsewhere on the same web page, as follows:

WARNING: Products identified on this page with the following symbol ▼ contain DEHP, a chemical known to the State of California to cause cancer and birth defects or other reproductive harm.

3.2.2 After July 1, 2013, Argento shall discontinue all sales of any Covered Products that are not DEHP Free in California, regardless of compliance with Section 3.2.1.

4. MONETARY PAYMENTS

In settlement of all the claims referred to in this Settlement Agreement, Argento shall pay a total of \$9,000.00 in civil penalties in accordance with this Section. Each penalty payment will be allocated in accordance with California Health & Safety Code § 25249.12(c)(1) & (d), with 75% of the funds remitted to the California Office of Environmental Health Hazard Assessment (“OEHHA”) and the remaining 25% of the penalty remitted to Englander, as follows:

4.1 Initial Civil Penalty

Argento shall pay an initial civil penalty in the amount of \$4,000.00 on or before the Effective Date. Argento shall issue two separate checks to: (a) “OEHHA” in the amount of \$3,000.00; and (b) “The

Chanler Group in Trust for Peter Englander” in the amount of \$1,000.00. All penalty payments shall be delivered to the addresses listed in Section 4.3 below.

4.2 Final Civil Penalty

Argento shall pay a final civil penalty of \$5,000.00 on or before June 1, 2013. The final civil penalty shall be waived in its entirety, however, if, no later than the Effective Date, an officer of Argento provides Englander with written certification that, as of the date of such certification and continuing into the future, Argento has met the DEHP Free standard specified above, such that all new Products manufactured, imported, distributed, sold and offered for sale in the United States by Argento after May 15, 2013, are DEHP Free. Englander must receive any such certification on or before the Effective Date. The certification in lieu of a final civil penalty payment provided by this Section is a material term, and time is of the essence. Absent waiver of the final civil penalty, Argento shall issue two separate checks for its final civil penalty payments to: (a) “OEHHA” in the amount of \$3,000.00; and (b) “The Chanler Group in Trust for Peter Englander” in the amount of \$1,000.00.

4.3 Payment Procedures

4.3.1. Issuance of Payments. Payments shall be delivered as follows:

(a) All payments owed to Englander, pursuant to Sections 4.1 through 4.2, shall be delivered to the following payment address:

The Chanler Group
Attn: Proposition 65 Controller
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710

(b) All payments owed to OEHHA (EIN: 68-0284486), pursuant to Sections 4.1 through 4.2, shall be delivered directly to OEHHA (Memo line “Prop 65 Penalties”) at the following addresses:

For United States Postal Service Delivery:

Mike Gyrics

Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
P.O. Box 4010
Sacramento, CA 95812-4010

For Non-United States Postal Service Delivery:

Mike Gyrics
Fiscal Operations Branch Chief
Office of Environmental Health Hazard Assessment
1001 I Street
Sacramento, CA 95814

With a copy of the checks payable to OEHHA mailed to The Chanler Group at the address set forth above in 4.3.1(a), as proof of payment to OEHHA.

4.3.2 Issuance of 1099 Forms. After each penalty payment, Argento shall issue separate 1099 forms for each payment to Englander, whose address and tax identification number shall be furnished upon request after this Settlement Agreement has been fully executed by the Parties, and OEHHA at the addresses listed in Section 4.3.1 above.

4.4 Augmentation Of Penalty Payments

For purposes of the penalty assessment under this Agreement, Englander is relying entirely upon Argento and its counsel for accurate, good faith reporting to Englander of the nature and amounts of relevant sales activity. If within nine (9) months of the Effective Date, Englander discovers and presents to Argento evidence that the Covered Products have been distributed by Argento in sales volumes materially different than those identified by Argento prior to execution of this Agreement, then Argento shall be liable for an additional penalty amount of \$10,000.00. Argento shall also be liable for any reasonable, additional attorney fees expended by Englander in discovering such additional retailers or sales. Englander agrees to provide Argento with a written demand for all such additional penalties and attorney fees under this Section. After service of such demand, Argento shall have thirty (30) days to agree to the amount of fees and penalties owing by Argento and submit such payment to Englander in accordance with the method of payment of penalties and fees identified in Sections 4.3. Should this

thirty (30) day period pass without any such resolution between the parties and payment of such additional penalties and fees, Englander shall be entitled to file a formal legal claim for damages for breach of this contract and shall be entitled to all reasonable attorney fees and costs relating to such claim.

4.5 Reimbursement Of Fees And Costs

The parties acknowledge that Englander and his counsel offered to resolve this dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby leaving this fee issue to be resolved after the material terms of the agreement had been settled. Englander then expressed a desire to resolve the fee and cost issue shortly after the other settlement terms had been finalized. The parties then attempted to (and did) reach an accord on the compensation due to Englander and his counsel under general contract principles and the private attorney general doctrine codified at California Code of Civil Procedure § 1021.5, for all work performed through the mutual execution of this agreement. Argento shall pay \$26,000 for fees and costs incurred as a result of investigating, bringing this matter to Argento's attention, and negotiating a settlement in the public interest. Argento shall issue a separate 1099 for fees and costs (EIN: 94-3171522), shall make the check payable to "The Chanler Group" and shall deliver payment on or before the Effective Date, to the address listed in Section 4.3.1 above.

Any failure by Argento to deliver any of the above-referenced payments to The Chanler Group within five business days of the date of the Effective Date shall result in imposition of a 10% simple interest assessment on the undelivered payment(s) until delivery.

5. RELEASES

5.1 BRIMER'S RELEASE OF ARGENTO

5.1.1 This Settlement Agreement is a full, final and binding resolution between Brimer, and Argento, of any violation of Proposition 65 that was or could have been asserted by Brimer on behalf

of himself, his past and current agents, representatives, attorneys, successors, and/or assignees, against Argento, its parents, subsidiaries, affiliated entities under common ownership, directors, officers, employees, attorneys, and each entity to whom Argento directly or indirectly distributes or sells Covered Products, including, but not limited, to downstream distributors, wholesalers, customers, retailers, franchisees, cooperative members, and licensees (“Releasees”), based on their failure to warn about alleged exposures to DEHP contained in the Covered Products and iWave laptop lock that were manufactured, distributed, sold and/or offered for sale by Argento in California before the Effective Date.

In further consideration of the promises and agreements herein contained, Brimer on behalf of himself, his past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives all Brimer’s rights to institute or participate in, directly or indirectly, any form of legal action and releases all claims that Brimer may have, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, demands, obligations, damages, costs, fines, penalties, losses, or expenses -- including, but not limited to, investigation fees, expert fees, and attorneys’ fees, but exclusive of fees and costs on appeal -- limited to and arising under Proposition 65 with respect to the DEHP in the Covered Products and iWave laptop lock manufactured, distributed, sold and/or offered for sale by Argento before the Effective Date (collectively “claims”), against Argento and Releasees.

5.1.2 Brimer also, in his individual capacity only and *not* in his representative capacity, provides a general release herein which shall be effective as a full and final accord and satisfaction, as a bar to all actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities and demands of Brimer, of any nature, character or kind, known or unknown, suspected or unsuspected, arising out of the subject matter of the Notice as to Covered Products and iWave laptop lock manufactured, distributed or sold by Argento Releasees. Brimer acknowledges that he is familiar

with Section 1542 of the California Civil Code, which provides as follows:

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

Brimer, in his individual capacity only and *not* in his representative capacity, expressly waives and relinquishes any and all rights and benefits which he may have under, or which may be conferred on him by the provisions of Section 1542 of the California Civil Code as well as under any other state or federal statute or common law principle of similar effect, to the fullest extent that he may lawfully waive such rights or benefits pertaining to the released matters. In furtherance of such intention, excepting Section 4.2, the release hereby given shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different claims or facts arising out of the released matters.

5.1.3 This Section 5.1 release is expressly limited to those claims that arise under Proposition 65, as such claims relate to Argento's alleged failure to warn about exposures to or identification of the DEHP contained in the Covered Products as such claims are identified in the Proposition 65 60-Day Notice to Argento and the iWave laptop lock.

5.1.4 This Section 5.1 release is expressly limited to any alleged violations that occur prior to thirty (30) days after the Effective Date and does not release any entity or individual besides Releasees from any liability for any violation of Proposition 65 regarding the Covered Products or the iWave laptop lock that occur more than thirty (30) days after the Effective Date.

5.1.5 Nothing in this Section affects Brimer's right to commence or prosecute an action under Proposition 65 against any person other than Releasees. The Parties further understand and agree that this Section 5.1 release shall not extend upstream to any entities, other than Argento, that

manufactured the Covered Products or any component parts thereof, or any distributors or suppliers who sold the Covered Products or any component parts thereof to Argento.

5.2 Argento's Release of Brimer

The Release by Brimer is mutual. Argento, on behalf of itself, its past and current agents, representatives, attorneys, successors, and/or assignees, hereby waives any and all claims against Brimer and his attorneys and other representatives, for any and all actions taken or statements made (or those that could have been taken or made) by Brimer and his attorneys and other representatives, whether in the course of investigating claims, otherwise seeking to enforce Proposition 65 against it in this matter, or with respect to the Products.

6. POST EXECUTION CONVERSION TO CONSENT JUDGMENT

Within twelve months of the execution of this Settlement Agreement Argento may ask Brimer, in writing, to file a complaint, incorporate the terms of this Settlement Agreement into a proposed consent judgment, and to seek the court's approval of the consent judgment pursuant to Health and Safety Code section 25249.7, or as may be otherwise allowed by law. If so requested, Brimer agrees to reasonably cooperate with Argento and to use his best efforts, and that of his counsel, to support the entry of a consent judgment by a superior court in California. Pursuant to Code of Civil Procedure sections 1021 and 1021.5, Argento will reimburse Brimer and his counsel for their reasonable fees and costs incurred in filing the complaint, converting the Settlement Agreement into a proposed consent judgment and seeking judicial approval of the consent judgment, in an amount not to exceed \$10,000.00, exclusive of fees and cost that may be incurred on appeal. Argento will remit payment to The Chanler Group, at the address set forth in Section 9 below. Such additional fees shall be paid by Argento within ten days after its receipt of monthly invoices from Brimer for work performed under this paragraph. Any failure by Argento to timely pay Brimer invoices under this Section shall result in the assessment of ten percent

(10%) interest on any outstanding balance.

7. SEVERABILITY

If any of the provisions of this Agreement are found by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected, unless the Court finds that any unenforceable provision is not severable from the remainder of the Agreement.

8. GOVERNING LAW

The terms of this Agreement shall be governed by the laws of the State of California.

9. NOTICES

When any Party is entitled to receive any notice under this Agreement, the notice shall be sent by certified mail and electronic mail to the following:

For Argento, to:

Jack Scaba, President
Argento SC by Sicura Inc.
1407 Broadway, Room 2201
New York, NY 10018

With copy to their counsel at

John E. Dittoe
Reed Smith LLP
101 Second Street, Suite 1800
San Francisco, CA 94105

For Brimer to:

Proposition 65 Coordinator
The Chanler Group
2560 Ninth Street
Parker Plaza, Suite 214
Berkeley, CA 94710-2565

Any Party may modify the person and address to whom the notice is to be sent by sending each other Party notice by certified mail and/or other verifiable form of written communication.

10. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)

Brimer agrees to comply with the reporting form requirements referenced, in California Health & Safety Code §25249.7(f).

11. MODIFICATION

This Agreement may be modified only by written agreement of the Parties or court order.

12. ENTIRE AGREEMENT

This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties. No supplementation, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the Party to be bound. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any of the other provisions whether or not similar, nor shall such waiver constitute a continuing waiver

13. ATTORNEY'S FEES

13.1 Should Brimer prevail on any motion, application for order to show cause or other proceeding to enforce a violation of this Agreement, Brimer shall be entitled to his reasonable attorney fees and costs incurred as a result of such motion, order or application, consistent with C.C.P. § 1021.5. Should Argento prevail on any motion, application for order to show cause or other proceeding to enforce a violation of this Agreement, or to defend against any motion by Brimer to enforce a violation of this Agreement, Argento shall be entitled to its reasonable attorney fees and costs incurred as a result of bringing such motion or defending against Brimer's motion.

13.2 Except as specifically provided in the above paragraph and in Section 4.3, each Party shall bear its own costs and attorney's fees in connection with the Notice.

13.3 Nothing in this Section shall preclude a Party from seeking an award of sanctions pursuant to law.

14. NEUTRAL CONSTRUCTION

Both Parties and their counsel have participated in the preparation of this Agreement and this Agreement is the result of the joint efforts of the Parties. This Agreement was subject to revision and modification by the Parties and has been accepted and approved as to its final form by all Parties and their counsel. Accordingly, any uncertainty or ambiguity existing in this Agreement shall not be interpreted against any Party as a result of the manner of the preparation of this Agreement. Each Party to this Agreement agrees that any statute or rule of construction providing that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Agreement and, in this regard, the Parties hereby waive California Civil Code Section 1654.

15. Before moving to enforce the terms and conditions of this Settlement Agreement with respect to Argento's alleged sale of Covered Products that are not DEHP Free, Brimer shall notify, in writing, Argento (as specified in Section 9 herein), of such alleged violation (Probationary Notice of Default"). In such Probationary Notice of Default, Brimer shall identify with particularity each Covered Product that was allegedly not DEHP Free, the place where such Covered Product was purchased and facts supporting the allegation that such product was not DEHP free. In the event Argento, no later than thirty days after receipt of such Probationary Notice of Default, does not provide Brimer with a test report from a NVLAP accredited United States laboratory supporting Argento's claim that such product or products were DEHP Free, then Argento shall pay to Brimer, as a stipulated penalty, the sum of \$2,500. In the event Argento wishes to contest the Probationary Notice of Default, then Argento shall provide Brimer with evidence in support of its position and if Brimer agrees with Argento, then Brimer shall not take any further action. However, should Brimer not agree with Argento's position, then

Brimer shall, within thirty days of receipt of all information from Argento supporting their dispute of the Probationary Notice of Default, provide Argento in writing with the reasons for its disagreement. Should the Parties be unable to resolve their dispute, Brimer may seek to enforce the terms of this Settlement Agreement. Argento may avail itself of the stipulated penalty option described above at least two times and only thereafter with Brimer's consent. After the assessment of the first two stipulated penalties under this Section, and absent other consent by Brimer, the amount of any subsequent penalty assessment will be negotiated by the parties or resolved by the Court. Brimer shall retain the right to recover his attorney's fees and costs expended in securing enforcement of this Agreement under this Section.


16. COUNTERPARTS, FACSIMILE SIGNATURES

This Agreement may be executed in counterparts and by facsimile or portable document format (PDF), each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

17. AUTHORIZATION

The undersigned parties and their counsel are authorized to execute this Agreement on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this Agreement.

IT IS SO AGREED

<p>Dated: April 25, 2013</p>  <p>_____ Russell Brimer</p>	<p>Dated: April __, 2013</p> <p>_____ Jack Scaba, President Argento SC by Sicura Inc.</p>
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Brimer shall, within thirty days of receipt of all information from Argento supporting their dispute of the Probationary Notice of Default, provide Argento in writing with the reasons for its disagreement. Should the Parties be unable to resolve their dispute, Brimer may seek to enforce the terms of this Settlement Agreement. Argento may avail itself of the stipulated penalty option described above at least two times and only thereafter with Brimer's consent. After the assessment of the first two stipulated penalties under this Section, and absent other consent by Brimer, the amount of any subsequent penalty assessment will be negotiated by the parties or resolved by the Court. Brimer shall retain the right to recover his attorney's fees and costs expended in securing enforcement of this Agreement under this Section.

16. COUNTERPARTS, FACSIMILE SIGNATURES

This Agreement may be executed in counterparts and by facsimile or portable document format (PDF), each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

17. AUTHORIZATION

The undersigned parties and their counsel are authorized to execute this Agreement on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this Agreement.

IT IS SO AGREED

<p>Dated: April __, 2013</p> <p>_____ Russell Brimer</p>	<p>Dated: April 23, 2013</p> <p>_____ Jack Scaba, President Argento SC by Sicura Inc.</p>
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