

GLOBAL SETTLEMENT AGREEMENT AND FULL WAIVER AND RELEASE

This "Global Settlement Agreement and Full Waiver and Release" ("The Settlement"), is entered into in by the individuals and/or entities which are identified as signatories below. The signature of each individual and/or representative of each respective entity represents the explicit agreement to all terms set forth herein as follows:

I.

Parties and Purpose of Representation

The parties to The Settlement are as follows: the law firm of Labaton Sucharow, LLP ("Labaton") and the clients of S. George Alfonso and The Law Offices of S. George Alfonso, Maitre Jean Marc Descoubes ("Descoubes") and his respective assigned counsel-in-interest with power of attorney to act on his behalf, Maitre Aldric Saulnier ("Saulnier")¹ ("Alfonso Clients"), with all individuals and/or entities to The Settlement collectively referred to herein as "The Parties".

II.

Terms of Payments as Required by The Settlement

The Parties hereby acknowledge, understand and agree to the following terms of payments and designation of interests in consideration for the full and final release and waiver provided herein.

A.

Wire Transfer of Cash Payments by Labaton

Labaton acknowledges, understands and agrees that any and all payments agreed to and required as set forth in The Settlement are to be made by wire transfer, with all wire costs paid by Labaton, to the "Attorney-Client Trust Account" ("IOLTA") of The Law Offices of S. George Alfonso at Chase Bank as set forth below:

Chase Bank IOLTA Account Information for Wiring Funds

The Law Offices of S. George Alfonso

IOLTA Account No.

1380360097

IOLTA Routing No.


111000614

SWIFT CODE

(For International Wire Transfers)

CHASUS33

Prior to the execution of The Settlement, The Alfonso Clients provided a redacted copy of the assignment of rights contract between Descoubes and Saulnier in order to confirm Descoubes' assignment of his rights and interest in this matter to Saulnier, including the authority of Saulnier to effectuate by his execution, a full and final settlement and release in The Settlement. Counsel for Labaton agreed to receive and review the redacted assignment of rights contract – for attorney eyes only and after review – permanently deleted the redacted assignment of rights contract without printing or making any copies.



III.

Purpose of The Settlement

The Parties acknowledge, understand and agree that the purpose of The Settlement is to effectuate a global settlement regarding contractual obligations and agreement to which Descoubes claims to have entered into with Labaton. Labaton acknowledges, understands and agrees to the terms set forth herein in consideration for the full and final release and waiver given by Alfonso Clients as provided herein.

A.

Basis of The Settlement

The Parties acknowledge, understand and agree that Descoubes was introduced to Labaton by Gérard Sillam ("Sillam") – an individual who was retained by Labaton through a separate and independent contract, as a consultant. The Alfonso Clients acknowledge, understand and agree that under their respective contracts with Labaton, Sillam worked at the direction of Descoubes and that Labaton now desires to terminate and conclude all obligations, responsibilities, duties and/or interests it may now have or owe or ever in the future have or owe to Descoubes.

1.

Referral Rules of The Settlement

The Parties acknowledge, understand and agree that the interests of the Alfonso Clients contemplated in this Settlement is that of a referral fee between attorneys -- Labaton and The Alfonso Clients. As required by New York State Bar ethics, a referral fee can only be paid to referring counsel (Alfonso Clients) upon the satisfaction of two events; 1.) The referring counsel must agree to undertake work or assume responsibility to do designated work as requested and/or assigned by the referred firm (Labaton); and 2.) Such involvement by the referring counsel shall be in each instance, subject to client approval after full disclosure by Labaton of the contemplated referral relationship, and a consideration of options by said client.

a.

Good Faith Duty to Properly Represent the Alfonso Clients in Referral Capacity to Each Client

Labaton acknowledges, understands and agrees that in all instances contemplated herein, it will undertake a good faith effort present the Alfonso Clients in a proper light so as not to effect the client's decision regarding approval of the Alfonso Clients in the attorney-referral role as contemplated in this settlement and set forth herein.

b.

Good Faith Duty of Labaton to Request and/or Designate Proper Work to the Alfonso Clients

Labaton acknowledges, understands and agrees that in all instances contemplated herein, in the event the client approves and agrees of the referral attorney relationship as contemplated and defined here, that Labaton will undertake a good faith effort to request and/or assign proper, valid and sufficient work to the Alfonso Clients in order to justify the payment of the referral fees as contemplated here.

B.

Vivendi Litigation Payment

Labaton acknowledges, understands and agrees that in consideration for the full and final release and waiver given by Alfonso Clients as provided herein, that Labaton will pay to the Alfonso Clients an amount equal to 30% (thirty percent) of the gross contingency fees earned by Labaton attributable to the Vivendi Clients, in connection with its ongoing litigation against Vivendi in the Southern District of New York ("The Vivendi Litigation") after application of the Benchmark, as defined below (the "Vivendi Interest").

The Vivendi Clients² (including any and all parent/subsidiaries and/or sister companies) are as follows:

- All AGF and/or Allianz clients represented by Labaton in Vivendi;
- All Eurizon clients represented by Labaton in Vivendi;
- All FORTIS clients represented by Labaton in Vivendi;
- All Petercam clients represented by Labaton in Vivendi;

1.

Verification of Judgment/Settlement by Labaton Regarding Fees

Labaton acknowledges, understands and agrees that in consideration for the full and final release and waiver provided herein, Labaton shall attest to and, if in existence, produce verifiable documents to be attached and fully incorporated into The Settlement as one or more exhibits that shall explicitly state and establish Labaton's contingency fee rate for each of the Vivendi Clients. If necessary, Labaton will provide subsequent verifiable documents to be attached and fully incorporated into The Settlement to confirm Labaton's gross contingency fee recovery for each of The Vivendi Clients in the event of a settlement or positive judgment in which Labaton's gross contingency fee has been altered, reduced or modified in any way.

2.

Definition and Payment of "Vivendi Advance"

In consideration for the payments contemplated herein and the agreement to The Benchmark as set forth herein, The Parties acknowledge, understand and agree that, at a minimum, the Vivendi Interest shall not be below \$150,000.00 (one hundred and fifty thousand dollars), which The Alfonso Clients shall receive upon either the settlement or verdict in the Vivendi litigation ("The Vivendi Advance"), even if Labaton has yet to receive payment of its fees or even if Labaton receives no fees at all due to a negative result in the Vivendi Litigation.

3.

Designation of The Benchmark Amount for Vivendi Interest

The Alfonso Clients acknowledge, understand and agree that in consideration for the "Vivendi Advance", The Alfonso Clients acknowledge, understand and agree to designate the amount of \$500,000.00 (five hundred thousand dollars) to be the benchmark for The Vivendi Interest ("The Benchmark"). Said Benchmark must be exceeded in order for the Alfonso Clients to be entitled to receive payment of their 30% interest (less the \$500,000.00 Benchmark) from the Vivendi Litigation. By way of illustration, in the event that Labaton receives gross contingency fees in the Litigation attributable to the Vivendi Clients of \$1 million, the Vivendi Interest will equal 30% of \$500,000, the amount of fees earned by Labaton in excess of the Benchmark.

² The "Vivendi Rate", i.e.; 30% of the gross contingency fees earned by Labaton, shall also apply to and include any other matters in which Labaton represents a Potential Client in Litigation or Pre-litigation that currently exist but has not been disclosed to The Alfonso Clients as of the date of execution of The Settlement.

a.

Payment of The Vivendi Advance from The 30% Interest

The Parties acknowledge, understand and agree that in the event a settlement or judgment regarding The Vivendi Clients results in a Vivendi Interest less than The Vivendi Advance that the Alfonso Clients shall be paid via wire transfer to the IOLTA of The Law Offices of S. George Alfonso within thirty (30) days of said settlement or judgment, the entire Vivendi Advance of \$150,000.00 (one hundred fifty thousand dollars).

The Parties acknowledge, understand and agree that should a settlement or judgment result in Vivendi Interest that exceeds The Benchmark, that monies owed under this Agreement shall be paid by Labaton via wire transfer to the IOTLA of The Law Offices of S. George Alfonso, within thirty (30) days after Labaton receives payment of its attorneys fees by the Vivendi Clients.

C.

Potential Fees from Additional and/or Future Litigation

Labaton acknowledges, understands and agrees that in consideration for the full and final release and waiver given by the Alfonso Clients as provided herein, as well as the "Confidential Arbitration Agreement between The Parties," as set forth herein, that the Alfonso Clients shall have and maintain a limited duration interest (the "Limited Interest") in an amount equal to 15% (fifteen percent) the gross fees paid to Labaton in any matter in which Labaton is engaged to represent any of the "Potential Clients" (who are Potential Clients at the time representation is initiated), either in pre-litigation or in litigation – as confirmed by the Schedule attached to The Settlement, identified as "Exhibit No. 1" ("The Potential Clients").³ Such Limited Interest will exist if any of The Potential Clients retain Labaton within five (5) calendar years from the date on which the this Settlement Agreement is executed ("The Five Year Term"), and will be paid subject to the referral terms of this Agreement, in any matter in which Labaton represents any of the Potential Clients or obtains any judgment or settlement (prior to or after the commencement of litigation by such Potential Client anywhere in the world) at any time. It is understood that Labaton may represent a Potential Client and other of its clients in a single litigation and the Parties will use their best efforts in good faith to determine what portion of the fees Labaton earns are subject to such Limited Interest.

1.

Verification of Judgment/Settlement by Labaton Regarding Fees

Labaton acknowledges, understands and agrees that in consideration for the full and final release and waiver provided herein, Labaton shall produce verifiable documents, if they exist or when they come into existence, to be attached and fully incorporated into The Settlement as one or more exhibits that shall establish Labaton's fee structure (hourly/flat fee or contingency fee rate) for each of the matters in which Labaton represents any of the Potential Clients during The Five Year Term. If necessary, Labaton will provide subsequent verifiable documents to be attached and fully incorporated into The Settlement to confirm Labaton's fee structure, including hourly rate/flat fee or gross contingency fee recovery if the stated fee has been altered, reduced or modified in any way, for each instance in which Labaton has been retained by the Potential Client (pre or post-litigation) representation.

³.

As with the Vivendi Clients, the "Potential Clients" list shall include any and all parent/subsidiaries and/or sister companies and the funds that the Potential Clients have/are and/or will manage within the five year time frame.

2.

Initial Reporting Requirements by Labaton Regarding The Potential Clients

Labaton acknowledges, understands and agrees that in consideration for the full and final release and waiver provided herein, Labaton shall, prior to the time of execution of The Settlement, disclose to S. George Alfonso, in a verified report, a full list of any matters pending (or contemplated) in which Labaton represents any of the Potential Clients anywhere in the world as of the date of execution of The Settlement, and if so, a complete description of the matter for which Labaton has been retained in each instance as well as the payment arrangement (hourly/flat fee/contingency), as well as a good-faith estimate by Labaton of potential damages and legal fees to be generated by each such case. The Alfonso Clients acknowledge that any good faith estimate regarding damages and legal fees may not be readily discernable at the commencement of representation and that all such estimates are to be viewed as non-binding between The Parties.

3.

Ongoing Reporting Requirements by Labaton Regarding The Potential Clients

Labaton acknowledges, understands and agrees that in consideration for the full and final release and waiver provided herein, Labaton shall, on a semiannual basis, beginning six months from the date of the execution of The Settlement, produce to S. George Alfonso, a verified declaration disclosing whether any of The Potential Clients has/have retained Labaton regarding any potential litigation or actual litigation anywhere in the world during the previous six months, and if so, a complete description of the matter for which Labaton has been retained in each instance, as well as a good-faith estimate by Labaton of potential damages and/or legal fees to be generated by its representation of Potential Clients. The Alfonso Clients acknowledge, understand and agree that any good faith estimate regarding damages and/or legal fees may not be readily discernable at the commencement of representation and that all such estimates are to be viewed as non-binding between The Parties.

a.

Responsibility to Address Alleged Modification of Potential Clients Between The Parties

The Parties acknowledge, understand and agree that they share a joint and equal responsibility, post-execution of The Global Settlement, to promptly notify the other Party in writing, should one or more events (in either Party's opinion) effectuate a modification of The Potential Client list through, as example, sale/purchase, stock sale/split, acquisition, take-over, merger or otherwise.

i.

Duty to Confirm or Reject Modification of Potential Clients

The Parties acknowledge, understand and agree that upon receipt from the alleging Party as to any such modification in The Potential Client list, the receiving party shall have 30 (thirty) days to respond in writing to either confirm/agree to or reject the alleged modification of The Potential Client list as stated by the alleging Party. Failure by the responding Party to respond in writing within the proscribed 30 (thirty) days shall constitute agreement to the alleged/proposed modification of the Potential Client list.

ii.

Duty to Respond to Rejection of Alleged Modification of Potential Clients

The Parties acknowledge, understand and agree that in the event that the receiving Party timely rejects the proposed modification of The Potential Client list in writing that the alleging Party shall then have the burden of proof and be required to marshal all available relevant documents and evidence to support said allegation of modification within 45 (forty-five) days from the receiving Party's timely rejection notice. Failure by the alleging Party to marshal, produce and provide the responding Party with the required relevant documentation and evidence within the proscribed 45 (forty-five) day period shall constitute a withdrawal and waiver by the alleging Party of its putative claims of modification of The Potential Client list.

iii.

Duty to Negotiate in Good Faith

The Parties acknowledge, understand and agree that upon the timely presentation of the available relevant documents and evidence to support said alleging Party, The Parties shall undertake in good faith to negotiate a resolution pertaining to the alleged modification of The Potential Client list.

iv.

Prohibition Against Unilaterally Modification of The Potential Client List

The Parties acknowledge, understand and agree that neither Party can – through the steps provided herein or otherwise, unilaterally effectuate any binding alteration/modification of The Potential Client list (or interest therein), and that said binding alteration/modification can only be done through 1.) The agreement of The Parties as set forth herein, or 2.) In the event The Parties fail to reach a resolution of the issue(s), through arbitration as set forth herein.

4.

Failure of Timely Reporting Requirements by Labaton Regarding The Potential Clients

Labaton acknowledges, understands and agrees that in the event that Labaton either fails to report to S. George Alfonso in any semiannual report, one matter for which Labaton has been retained by one or more of The Potential Clients, or Labaton fails to file a semiannual report, that Labaton shall have a grace period to provide the requisite notice and information to S. George Alfonso on or before the next semiannual filing due date.

a.

One Curable Failure by Labaton for Failure of Timely Reporting Requirements

Labaton acknowledges, understands and agrees that in consideration for the full and final release and waiver provided herein, that Labaton shall have one instance during The Five Year Term to cure the above-described failures of reporting the required information to S. George Alfonso.

b.

Two or More Failures by Labaton of Timely Reporting Requirements

Labaton acknowledges, understands and agrees that in consideration for the full and final release and waiver provided herein, in the event that Labaton fails for a second time or greater to report to S. George Alfonso in any semiannual report, either one or more matters for which Labaton has been retained by one or more of The Potential Clients or Labaton fails for a second time or greater to file a semiannual report, prior to the due date of the next semiannual report, that said failure shall result in an increase of interest for the Alfonso Clients from 15% (fifteen percent) to 30% (thirty percent) for the Potential Client list for any new representation litigation matters not so reported. In the event that Labaton fails to file a timely report and upon the filing of such report, no new litigation matters are identified as involving Potential Clients, then there is no penalty to Labaton.

c.

Written Notice Provided by Alfonso Clients to Labaton Prior to Bi-Annual Reporting Deadline

The Parties acknowledge, understand and agree that as a courtesy, and in order to facilitate timely reporting by Labaton as required herein, that The Alfonso Clients shall undertake a good faith effort to attempt to notify Labaton in writing of the next impending reporting date prior to said date, but that failure by The Alfonso Clients of this courtesy shall not be held or relied upon by Labaton in any way to justify or claim waiver or excuse for not timely filing, which is the exclusive duty of Labaton under The Settlement.

d.

Scope of Discovery in Arbitration

The Parties acknowledge, understand and agree that in the event The Alfonso Clients file and bring an arbitration action consisting of one or more claims against Labaton for failure to Report as set forth above, that The Alfonso Clients shall be entitled to propound a reasonable number of written questions sufficient to be informed as to the specific alleged non-reporting incident or Potential Client, as well as the reporting practices/history of Labaton as to all Potential Clients up through and including the ongoing reporting requirements of The Settlement.

IV.

Chronological Steps Under The Settlement

The Parties hereby acknowledge, understand and agree to the following required chronological steps under the terms of The Settlement as follows.

A.

Execution of The Settlement

The Parties hereby acknowledge, understand and agree that within 24 hours of The Parties' explicit agreement to the terms, obligations, duties and production of the required exhibits as set forth in The Settlement, the required designated agents and/or representatives shall execute The Settlement, with separately executed signature pages sufficing to confirm agreement to The Settlement, upon the execution of all The Parties hereto.

B.

Affirmation of Non-Possession of Labaton Documents

By the signatures of The Settlement, The Alfonso Clients affirm non-possession, non-custody and no control over any documents, both electronic and hard copy, that in any way relate to Labaton or any of its attorneys. ("Labaton Documents"). Alfonso Clients acknowledge that if at a later date they uncover or otherwise come into possession of Labaton Documents, they will promptly turn them over to their attorney S. George Alfonso (keeping no copies for themselves), who will then make one copy of such documents for delivery to Labaton. S. George Alfonso will then retain the originals until expiration of the Five Year Term. The Alfonso Clients acknowledge that their failure to comply with this provision will cause Labaton irreparable harm and will constitute a material breach of The Settlement.

V.

Mutually Agreed Terms

The Parties hereby acknowledge, understand and agree to the following obligations and duties as explicit obligations of The Settlement.

A.

Confidentiality and Non-Disparagement

The Alfonso Clients and Labaton agree to refrain from making disparaging remarks or comments, whether oral, written or otherwise, whether true or untrue, to third parties, including but not limited to French or US federal or state regulators, members of the French or US federal or state judiciary, or any Bar Association, about Gérard Sillam, Maitre Jean Marc Descoubes or Labaton or any of its attorneys.

1.

Confidentiality Obligations

The Parties hereto agree to keep this Settlement fully confidential. Except as within any properly initiated arbitration pursuant to this Settlement, the Parties will not disclose the existence of the Settlement nor its terms to any third party, unless under compulsion of court order. In the event either party intends to disclose such information they will, at least fourteen (14) days prior to the disclosure of such information, alert the other party by written notice of same so that the aggrieved party will have a reasonable opportunity to seek injunctive relief. The party intending to disclose the existence of the Settlement or any of its terms will support any application or motion to keep such information confidential.

a.

Non-Dissemination of E-Mails or Any Other Documents By The Parties

The Parties acknowledge, understand and agree that the confidentiality and non-disparagement duties and obligations as set forth in this Settlement include but are not limited to an agreement that neither party will, except as within any properly initiated arbitration pursuant to this Settlement, either personally or through any intermediary and/or third party agent, directly or indirectly, disseminate or cause to be disseminated or released any communications (including email) to which Labaton is a recipient or a subject of such communication.

B.

Obligations and Duties of the Alfonso Clients

The Alfonso Clients acknowledge, understand and agree to the following obligations and duties as explicit obligations of The Settlement.

1.

Release and Waiver of Any and All Claims of Liability Against Labaton

The Alfonso Clients, and any of their respective assigns, trustees or agents or any other party with claimed or actual authority to act on their behalf, both collectively and individually, hereby waive and fully and finally release any and all claims and/or potential claims, that they now have or could possibly bring either collectively or individually against Labaton or any of its attorneys for all the jurisdictions of the world, including without limitation, any lawsuits, the initiation of any regulatory or agency proceeding, arbitration (except arbitration to enforce the terms of this Settlement), and complaint or petition with any professional organization, Bar Association or society anywhere in the world.

The Parties acknowledge, understand and agree that if any Alfonso Client(s) or Gerard Sillam attempt(s) to bring or assert any claim against Labaton for which Labaton has been released by either Sillam (under his agreement with Labaton) or the Alfonso Clients hereunder, that such action shall constitute a material breach of this Settlement.

a.

Waiver Includes Royal Dutch Shell Matter

The Alfonso Clients acknowledge, understand and agree that to whatever interest they may have had regarding any payments made to Labaton regarding the Royal Dutch Shell litigation, they hereby collectively and personally waive any such claim in any and all jurisdictions in the world.

C.

Obligations and Duties of Labaton

Labaton acknowledges, understands and agrees to the following obligations and duties as explicit obligations of The Settlement.

1.

Release Waiver of Any and All Claims of Liability Against Alfonso Clients

Labaton, and all of its attorneys, respective assigns, employees, trustees or agents or any other party with claimed or actual authority to act on Labaton's behalf, either collectively and individually, hereby waive and fully and finally release any and all claims and/or potential claims that they now have or could possibly bring either collectively or individually against The Alfonso Clients and/or counsel for The Alfonso Clients, S. George Alfonso and The Law Offices of S. George Alfonso for all the jurisdictions of the world, including without limitation, any lawsuits, the initiation of any regulatory or agency proceeding, arbitration (except arbitration to enforce the terms of this Settlement) complaint with any professional organization, Bar Association or society anywhere in the world.

VI.

Integration Clause and Settlement Limitations

The Parties hereby acknowledge, understand and agree that all terms of The Settlement are set forth within The Settlement, and that all promises, prior agreements or understandings (if any) shall be and are void if not specifically identified and set forth within The Settlement. The Parties further acknowledge, understand and agree that no modification, alteration, addition and/or deletion to The Settlement shall be valid unless it is in writing and executed by The Parties.

VII
Representations and Warranties of The Parties

Each Party hereby represents and warrants to the other Party as follows:

A.

Authority

It has the full power and authority to enter into this Settlement and perform its obligations hereunder. The execution and delivery of this Settlement and the consummation of the transactions contemplated hereby have been duly and validly authorized by the appropriate officials and no other actions or proceedings on its part are necessary to authorize this Settlement and the transactions contemplated hereby.

1.

Approvals of Each of the Parties

To the best of each Party's knowledge and belief, no approval, consent, waiver by, notice to, or filing or registration with, any governmental authority is required for the execution and delivery of that Party's obligations under this Settlement.

2.

Disclaimer of other warranties

With the exception of the warranties listed above, neither party makes any warranties of any kind or nature whatsoever.

3.

Good Faith

The Parties acknowledge, understand and agree that shall at all times, proceed to fulfill all obligations and duties required under The Settlement in Good Faith.

4.

Assignment Clause

No Party to this Settlement Agreement may transfer, assign or otherwise dispose of all or any portion of his, her or its interests hereunder without written consent of all Parties. Any purported transfer, assignment or other disposition of an interest, other than by The Alfonso Clients to their counsel, S. George Alfonso, without such consent shall be void *ab initio* and shall not be binding. The Parties acknowledge, understand and agree that consent shall not be unreasonably withheld. Examples of such reasonable consent shall include the case of an assignment to a spouse, parent, descendant, partner and/or counsel as retained or designated by any Party or a trust for the benefit of any person described in this sentence or, as the case may be, to a parent corporation, a subsidiary corporation, a successor by merger, consolidation or reorganization or an entity under substantially common control with the assigning Party.

VIII.

Initiation of Arbitration Proceedings/Selection of Administrator

The Parties acknowledge, understand and agree that all claims, controversies and disputes of any kind that may arise between Labaton and any or all of the Alfonso Clients will be resolved, upon election of any Party, through arbitration pursuant to this Article VIII, rather than by litigation. As used in this Article VIII, the term "Claim" means any claim (including initial claims, counterclaims, cross-claims, and third party claims), dispute or controversy between Labaton or any of the Alfonso Clients arising from any matter. The sole exception to this arbitration agreement would be a matter brought in any court of competent jurisdiction in order for any party to enjoin the disclosure of documents or other information to be kept confidential pursuant to this Settlement. In any such arbitration, the parties shall bear their own costs and fees.

A.

Designated Body to Initiate and Oversee Arbitration and Venue

The Parties acknowledge, understand and agree that the exclusive venue and jurisdiction for a party to file any claim(s) in arbitration shall be through the International Chamber of Commerce ("ICC"), based in Paris, France, with any arbitration to be conducted in The Hague, Netherlands.

1.

ICC as Controlling Authority

The Parties acknowledge, understand and agree that in the event of an inconsistency between the arbitration terms set forth in this Settlement and the governing rules for arbitration through the ICC, that the governing rules of the ICC shall control, except as to the confidentiality provisions hereunder.

THE ARBITRATION AGREEMENT HEREUNDER MEANS THAT, NEITHER LABATON NOR THE ALFONSO CLIENTS WILL HAVE THE RIGHT TO LITIGATE ANY CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES OR PROCEDURES OF THE ICC AS APPLICABLE.

B.

Agreed-Upon Procedure Regarding Dispute Resolution

The Parties acknowledge, understand and agree to the following terms, obligations and restrictions that shall apply to both parties and control the dispute resolution and arbitration terms set forth herein.

1.

Cooling-Off Period: 45 Day Prohibition on Filing for Arbitration

The Parties acknowledge, understand and agree that in the event of any dispute, prior to filing for arbitration, the Party asserting the dispute and/or allegation shall contact the other Party in writing and by said written notice, shall invoke the agreed-upon "Cooling Off Period" of a forty-five (45) day prohibition of filing for arbitration, with said Cooling Off Period to commence upon the date of said notice letter. The Parties further acknowledge, understand and agree that during the Cooling Off Period, both Parties shall undertake efforts in good faith to fully resolve if possible (or at least partially resolve) any dispute or allegation which may exist or be brought by either Party.

a.

Extension of Cooling-Off Period: By Written Signed Letter Only

The Parties acknowledge, understand and agree that in order to extend the Cooling Off Period, representatives from The Parties with the authorized capacity to do so, must execute and date the same document, which shall therein clearly evidence The Parties mutual desire and agreement for an extension ("Extension Letter"), and that said Extension Letter shall only be valid and enforceable if executed on or before the last day of the designated Cooling Off Period.

i.

Additional Extension(s) of Cooling-Off Period: By Written Signed Letter Only

The Parties acknowledge, understand and agree that in order to extend any validly agreed-upon and executed Extension Letter deadline, representatives from The Parties with the authorized capacity to do so, must execute and date the same letter document, which shall therein clearly evidence The Parties mutual desire and agreement for an additional extension ("Additional Extension Letter"), and that said Additional Extension Letter shall only be valid if executed by both Parties on or before the last day of the valid Extension Letter's designated deadline.

2.

Refusal by Client to Allow Alfonso Clients to Assist Labaton

In the event that any Potential Client in any instance, refuses to and/or declines to agree to allow the Alfonso Clients to act in a capacity which would qualify the Alfonso Clients for the referral fees agreed to herein, thereby preventing the Alfonso Clients from earning the agreed-to referral fee of 15% (fifteen percent), the following arbitration terms shall apply to each and every such occurrence.

a.

Liquidated Damages

Labaton acknowledges, understands and agrees that for each and every instance of a refusal by a Potential Client to allow the Alfonso Clients to assist Labaton, the Alfonso Clients shall have suffered liquidated damages in the amount of \$75,000.00 (seventy-five thousand dollars and no cents) ("Liquidated Damages").

Further, Labaton acknowledges, understands and agrees that said Liquidated Damages shall be in every instance, non-refundable and shall in each such instance, paid in full to the Alfonso Client's counsel, within 30 (thirty) days of the date of refusal by the Potential Client.

b.

Right to File for Arbitration Including Bad Faith/Breach Claims Against Labaton

Labaton acknowledges, understands and agrees that for each and every instance of a refusal by a Potential Client to allow the Alfonso Clients to act in a capacity which would qualify the Alfonso Clients for the referral fees, the Alfonso Clients may, in accordance with the Settlement, file for arbitraiton against Labaton regarding the Potential Client's decision, alleging bad faith and/or breach of The Settlement, without any additional delay and without waiting for any resolution, settelement and/or judgment of the matter involved.

C.

Agreed Upon Procedure for ICC Arbitration

The Parties acknowledge, understand and agree that in the event any claim is not settled during the Cooling Off Period and/or the Extension or Additional Extension Letter period that the Party with the claim or allegation may after the passing of said deadline – file for arbitration exclusively with the ICC.

1.

Confidential Proceedings.

The Parties acknowledge, understand and agree with the following exceptions and procedure as set forth below. The Parties have agreed to conduct all arbitration Confidentiality, and that in the event the arbitrator issues a ruling which confirms the arbitration proceedings to be “Confidential,” that the following terms shall control regarding the definition of “Confidential Arbitration” “Confidential Arbitration” means that all arbitration related proceedings (and all documents in the possession of either party or documents used or produced in such arbitration), offers, promises, conduct, and statements, whether written or oral, made prior to or during arbitration, in the course of the negotiations, arbitrations, and proceedings to confirm arbitration awards by either Party, its agents, employees, experts or attorneys, or by the arbitrator, including any arbitration award or judgment related thereto, shall not be disclosed outside of such arbitration proceedings and are confidential and privileged, as well as inadmissible for any purpose, including impeachment or estoppel, in any other litigation or proceeding involving any of the Parties or non-parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the negotiation, or arbitration.

2.

Determination of Confidentiality Regarding ICC Arbitration

The Parties acknowledge, understand and agree that in the event any claim is not settled during the Cooling Off Period and/or the Extension or Additional Extension Letter period that either Party may make a request to the arbitrator to issue a ruling as to whether or not said arbitration and all ancillary matters should be conducted in an open and non-confidential manner. A pre-requisite to a finding that said arbitration and all ancillary matters should be conducted in a non-confidential way is a finding by the arbitrator that the party seeking to lift confidentiality has demonstrated a substantial likelihood that it will succeed on the merits in arbitration as set forth below.

a.

Basis for Seeking Ruling for Open and Non-Confidential Arbitration

The Parties acknowledge, understand and agree that the party who seeks to make the request to declare the arbitration and all ancillary matters as open and non-confidential, shall do so within thirty (30) days of receipt of the filed arbitration, and in said request, shall enumerate its position clearly to the arbitrator to support its position of its likelihood for prevailing in said arbitration (“Open Arbitration Letter”).

b.

Burden of Proof to Establish Open and Non-Confidential Arbitration

The Parties acknowledge, understand and agree that The Party seeking to open and conduct non-confidential arbitration must demonstrate a substantial likelihood that it will prevail in the underlying arbitration and present an underlying claim of at least \$500,000.00 (five hundred thousand dollars).

c.

Necessity of Hearing Regarding Ruling on Open and Non-Confidential Arbitration

The Parties acknowledge, understand and agree that they contemplate drafting briefs to present to the arbitrator on this matter but that the arbitrator shall have the exclusive right to call for a hearing (in person or telephonically), or to set the matter for submission of briefs only – without hearing.

d.

Discovery Regarding Ruling on Open and Non-Confidential Arbitration

The Parties acknowledge, understand and agree to limited discovery regarding this subject matter as may be set by the arbitrator which discovery should be narrowly tailored.

e.

Six Month Period for Ruling on Open and Non-Confidential Arbitration

The Parties acknowledge, understand and agree that no other matter regarding arbitration may be addressed or ruled upon until after the open vs. confidential status of the arbitration has been ruled upon by the arbitrator and that as such, the ruling from the arbitrator is requested to be issued by no later than six (6) months, after the date of the Open Arbitration Letter.

f.

Effect of Ruling as to Open and Non-Confidential Arbitration

The Parties acknowledge, understand and agree that in the event the arbitrator rules for the Party seeking an open and non-confidential arbitration, any Party wishing to introduce previously designated confidential documents and/or information must first establish by arbitral ruling, a close relevancy of such documents to the underlying arbitration claim, i.e.; arbitration claim(s) affirmative defense(s), counter-claim(s) and/or special exception(s).

D.

Equitable Relief

The arbitrator will have the power and authority to grant equitable relief (e.g., injunction, specific performance) and, cumulative with all other remedies, will grant specific performance whenever possible. The arbitrator will have no power or authority to alter this Settlement or any of its separate provisions, including this Section VIII.

E.

Notification

All notices relating to this Settlement Agreement shall be in writing, sent by U.S. mail, postage pre-paid and by email or confirmed facsimile transmission, and shall be deemed effective when both versions have been received. All notices relating to this Settlement Agreement shall be made as follows:

Notices to Labaton:

Jonathan M. Plasse, Esq.
Labaton Sucharow LLP
140 Broadway
New York, NY 10005
Fax: (212) 883-7063

-and-

Christopher J. Keller, Esq.
Labaton Sucharow LLP
140 Broadway
New York, NY 10005
Fax: (212) 883-7053

Notices to Alfonso Clients:

S. George Alfonso
The Law Offices of S. George Alfonso
5340 Alpha Road
Dallas, Texas 75240
Fax: (972) 458-6801

-and-

Maitre Aldric Saulnier
18 Avenue Daumesnil
75012
Paris, France
Fax +331-4343-1069

F.

Injunctive Relief.

Injunctive relief sought to enforce the confidentiality, non-disclosure or non-disparagement provisions of this Settlement at the option of the party seeking such relief, will not be subject to the requirements of this Article VIII.

G.

Governing Law/Appeal/Entry of Judgment.

The arbitrator will apply New York law and applicable statutes of limitations, honor claims of privilege recognized by law and, at the timely request of either party, provide a written and reasoned opinion explaining his or her decision. The arbitrator will apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not the federal or any state rules of civil procedure or rules of evidence. The arbitrator's decision will be final and binding, except for any rights of appeal provided by the ICC. If the amount of the award exceeds US\$100,000, either Party can appeal that award to a three-arbitrator panel as applicable under the rules of the ICC, with such panel to reconsider de novo any aspect of the initial award requested by majority vote and whose decision will be final and binding. The decision of that three person panel may be appealed as provided by the ICC. The costs of such an appeal will be borne by the appellant regardless of the outcome of the appeal. The arbitration proceeding and all testimony, filings, documents, and any information relating to or presented during the proceedings will be deemed to be confidential information not to be disclosed to any other Party. Judgment upon the award rendered by the arbitrator may be entered in any court within the United States, France or any other appropriate juris Section where the losing Party's headquarters or assets are located.

The Alfonso Clients



ALDRIC SAULNIER

As Assigned Interest in Full
With Power of Attorney
For Maitre Jean Marc Descoubes

12.30.2009

Date

The Law Offices of S. George Alfonso

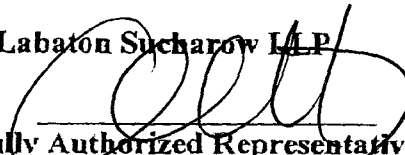


Fully Authorized Representative
of The Law Offices of S. George Alfonso

12/31/09

Date

Labaton Sucharow LLP



Fully Authorized Representative
of Labaton Sucharow LLP

12/31/09

Date