

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT  
IN AND FOR LEON COUNTY, FLORIDA**

STATE OF FLORIDA,  
OFFICE OF THE ATTORNEY GENERAL,

Plaintiff,

v.

Case No. 2008 CA 000199

IMERGENT. INC., and STORESONLINE, INC.,  
.

Defendants.

---

**SETTLEMENT AGREEMENT**

This Settlement Agreement between iMergent, Inc., and StoresOnline, Inc., and the Attorney General is intended to resolve all claims brought in this litigation.

WHEREAS the Attorney General filed the instant action against iMergent, Inc., and StoresOnline, Inc., alleging violations of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2007), in connection with their promotion and sale of website products and services, and

WHEREAS iMergent, Inc., and StoresOnline, Inc., and the Attorney General have agreed to settle this lawsuit on the terms set forth in this Settlement Agreement,

NOW LET IT BE KNOWN that in consideration of the obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, iMergent, Inc., and StoresOnline, Inc., and the Attorney General agree to the following:

## **I. JURISDICTION**

A. This Court has jurisdiction over the subject matter of this action and over each of the parties to this Settlement Agreement. Jurisdiction is retained by the Court for the purpose of enabling any party to this Settlement Agreement to apply to the Court at any time for further orders and directions as may be necessary and appropriate to implement or enforce this Settlement Agreement.

## **II. APPLICABILITY**

A. This Settlement Agreement shall apply to and bind iMergent, Inc., and StoresOnline, Inc., and the officers, directors, employees, agents, representatives, successors and assigns of iMergent, Inc. and StoresOnline, Inc.

B. iMergent, Inc., and StoresOnline, Inc., shall make the substantive terms and conditions of this Settlement Agreement known to their officers, directors, supervisors, employees, agents, representatives, independent contractors, successors and assigns.

## **III. DEFINITIONS**

A. "Clear and conspicuous" means readily noticeable and understandable. To determine whether a representation is clear and conspicuous, factors to consider include whether it is sufficiently prominent and of a sufficient size to be readily noticeable, whether it is sufficiently consistent with other representations so as not to be confusing or ambiguous and whether it is expressed in language that is familiar to the persons to whom it is directed.

B. "Coaching" and "mentoring" consist of personalized website and marketing assistance and refer to services offered by entities with which iMergent, Inc., and StoresOnline, Inc., have contractual agreements to offer or provide support for the products or services of iMergent, Inc., and StoresOnline, Inc.

C. "Drop-shipping" means an arrangement in which a supplier of goods or services allows an individual or other entity to advertise, market, promote or otherwise refer to the supplier's goods or services on the Internet and in which the individual or other entity derives money as a result of sales of the goods or services.

D. "Misleading" means causing a consumer to accept as true or valid that which is false or invalid. Whether a representation is misleading is determined by the net effect of the totality of related representations.

E. "STORESONLINE" as used hereafter means iMergent, Inc., and StoresOnline, Inc., and their respective parents, subsidiaries and affiliates, and their officers, directors, employees and agents, and in reference to consumer restitution includes Galaxy Mall, Inc.

F. "Sales presentation" refers to seminars, previews, workshops, "boot camps" and all other live representations made by STORESONLINE and/or their agents or contractors where STORESONLINE products or services are described, offered or sold to consumers.

G. "Testimonial" refers to representations by specific individuals concerning their purported personal experiences.

#### **IV. COMPLIANCE**

A. STORESONLINE, their directors, officers and employees and any other persons who act on behalf of STORESONLINE, directly or indirectly, shall comply with the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2007).

B. STORESONLINE shall comply with the following injunctive requirements:

**1. Initial website**

a. Upon request by a customer (except purchasers of the "Express" product), STORESONLINE will build the customer one initial website at no additional charge

during the first 90 days after the customer's purchase of STORESONLINE software, and thereafter for an additional charge of \$150.00. In addition, STORESONLINE will provide technical support to assist customers in making their websites operational.

**2. Ease of use**

a. STORESONLINE shall not represent to any consumer, expressly or implicitly, directly or indirectly, that using their products or services requires no difficulty, effort, thought or reflection by making representations including but not limited to the following: that a consumer need not have a computer or Internet access to use STORESONLINE products or services effectively, or that a consumer who has no familiarity with computers will have no difficulty using STORESONLINE products or services effectively.

b. STORESONLINE shall clearly and conspicuously disclose orally and in writing to consumers at all sales presentations that the product they sell consists of a license and password giving access to a STORESONLINE website, at which tools are available that are intended to enable the purchaser to develop a website or websites to sell the product(s) of their choice.

**3. Drop-shipping**

a. STORESONLINE shall clearly and conspicuously disclose to consumers orally and in writing at all sales presentations that the company does not assist the consumer in finding drop-shippers other than to provide a list of websites of drop-shippers that purchasers may contact. This provision may be modified in the future if STORESONLINE does provide assistance with drop-shipping beyond providing the list, and if STORESONLINE and the Attorney General so agree in writing.

**4. Support**

a. STORESONLINE shall clearly and conspicuously disclose orally to consumers to whom they made sales presentations that (a) the consumers shall be provided with a document, (b) that the document clearly and conspicuously discloses that the support services included in the price of STORESONLINE products and services are limited, (c) that the document distinguishes between those support services included in the price of the STORESONLINE product or service on the one hand, and on the other hand support services, including personalized technical assistance, provided by third parties and (d) that the support services provided by third parties cost fees over and above the price of the STORESONLINE product or service.

b. STORESONLINE shall require any third party with which they have a contractual relationship related to the provision of coaching or mentoring to disclose to consumers before the consumers agree to pay for the support: the cost of the support; the amount of time contracted for; the specific subject matter of the service and support that are covered; the exact times of contact and availability; and a detailed description of their refund policies.

c. STORESONLINE shall not represent that support services of any kind are "24/7," or available at any other specific time, unless sufficient personnel are available 24/7 or at the other specified time to respond substantively to routine questions from STORESONLINE customers.

## **5. Written disclosure**

a. STORESONLINE shall present the written disclosure attached to this Settlement Agreement as Attachment A ("Florida Disclosure"), to all consumers who seek to buy a STORESONLINE product or service in the State of Florida, and no contract with any such

consumer will take effect unless the consumer has acknowledged having been provided with the notice by initialing it. Such disclosure shall be included in the “active merchant receipt” or in a separate document at the discretion of STORESONLINE, in the manner and format set forth in Attachment B.

## **6. Testimonials**

a. STORESONLINE shall not use testimonials by employees or agents or family members of employees or agents of STORESONLINE, or by employees, agents or family members of employees or agents of any business entity associated with STORESONLINE, without clearly and conspicuously disclosing this family or employment relationship in the testimonial.

b. STORESONLINE shall not use any testimonial by any person who has not submitted a statement to be kept on file at STORESONLINE home office(s), which shall include:

(1) The name, address and telephone number of the person providing the testimonial.

(2) A statement affirming that the information provided in the testimonial or to be provided live at a presentation is accurate and based on the actual experience of the person providing the testimonial, is not misleading, does not misrepresent any facts relating to the use of STORESONLINE products or services and does not misrepresent, directly or indirectly, the income made from using STORESONLINE products or services.

c. STORESONLINE shall not use any testimonial that does not conform to the "Guides Concerning Use of Endorsements and Testimonials in Advertising," 16 C.F.R. Part 255 (2005).

d. STORESONLINE shall not use testimonials from individuals who did not use STORESONLINE products or services without clearly and conspicuously disclosing that the person(s) did not use their product(s).

e. STORESONLINE shall not provide a financial incentive, benefit or anything of value to anyone, directly or indirectly, in exchange for a testimonial that promotes any of STORESONLINE products or services without disclosing in that testimonial the benefit or incentive provided. Excluded from this discussion are payments of benefits for travel and lodging expenses to allow for attendance at merchant retreats where the filming of testimonials takes place.

## **7. Additional representations**

a. STORESONLINE shall not make any representations in any promotional materials or at sales presentations that are misleading or untrue, including misrepresentations concerning the successful use of their products or services by previous purchasers.

b. STORESONLINE shall not make any statement, express or implied, which misrepresents the terms of this agreement or its attachments.

c. STORESONLINE shall not represent, explicitly or by implication, that it is the partner of any company with which they have no contractual agreement and shall in all of their promotional materials that make reference to other companies disclose that

STORESONLINE has no affiliation with said companies unless STORESONLINE has contractual relations with said companies.

**8. Product quality**

a. STORESONLINE shall not knowingly sell materially defective products or services.

**9. Right to rescind**

a. STORESONLINE shall clearly and conspicuously inform all prospective purchasers in writing, before they purchase STORESONLINE products or services, that the purchasers shall have three business days following purchase during which they have the right to rescind and obtain a full refund. This disclosure shall be preceded by the words "RIGHT TO CANCEL" in capital letters. However, prospective purchasers aged 65 or older shall have 15 days following purchase during which they have a right to rescind and obtain a full refund.

b. STORESONLINE shall honor the rights to rescind set forth in the preceding paragraph.

c. STORESONLINE shall enable purchasers to rescind by means of letters, faxes, emails or other means of written communication.

**10. Record-keeping**

a. STORESONLINE shall comply with the following requirements following the date of execution of this agreement:

(1) STORESONLINE shall, for a period of two years after the execution date of this Settlement Agreement, disclose to the Office of the Attorney General by electronic mail the dates, times and locations of all of STORESONLINE's planned sales presentations in Florida at least seven



days in advance of each sales presentation, and for two years thereafter shall provide this information to the Attorney General upon request within a reasonable period of time.

(2) STORESONLINE shall record every sales presentation given by STORESONLINE, their agents or contractors in Florida and maintain the recordings for at least six months after the date of the original recording, and shall upon request, provide copies within 30 days to the Attorney General.

(3) STORESONLINE shall preserve all complaints from Florida consumers, including but not limited to email, written complaints, business records and incident reports for eighteen months after receiving them and shall make copies available to the Attorney General within 30 days upon request.

(4) STORESONLINE shall retain records that support the veracity of representations made in their promotional materials and sales presentations for a period of two years.

(5) STORESONLINE shall retain records of all requests to rescind by Florida purchasers for a period of three years.

#### 11. **Notice**

a. STORESONLINE shall provide, within 10 days of the execution date of this Agreement, a copy of the Agreement to all of STORESONLINE partners, contractors and consultants affected by the terms and conditions of this Agreement.

**V. CONSUMER RESTITUTION AND CREDIT ISSUES**

A. STORESONLINE shall fully refund:

1. All consumers (excluding those who previously released STORESONLINE from further liability except as provided in paragraph 3 below) who have purchased their products or services in Florida since September 1, 2004, and whose complaints about the business practices of STORESONLINE are known to the Attorney General on the execution date of this Settlement Agreement.

2. All consumers (excluding those who previously released STORESONLINE from further liability) who have purchased their products or services in Florida since September 1, 2004, and who have requested a refund of STORESONLINE or the Attorney General in writing within 30 days after the execution of this agreement. Copies of requests received by STORESONLINE shall be given to the Attorney General within 10 days of their receipt by STORESONLINE.

3. Any consumer described in paragraph VA1 or VA2 above who executed a release on or after March 14, 2008, and who received less than a full refund of all amounts paid to STORESONLINE, shall be entitled, if requested in writing, to such balance as necessary to fully refund all monies paid to STORESONLINE.

B. STORESONLINE shall refund all monies paid to STORESONLINE, as well as the total amount paid by that consumer to any agents of STORESONLINE, such as Professional Marketing International and Electronic Marketing Service, for coaching and mentoring.

C. STORESONLINE may require consumers who are eligible for refunds to sign the release attached as Attachment C before receiving a refund.

D. STORESONLINE shall provide refunds within 30 days of receipt of each refund request provided that the records of STORESONLINE reflect that the refund request is accurate.

E. In the event the amount of the refund request exceeds the amount actually paid by the consumer or financed through third parties as reflected in the records of STORESONLINE, the consumer shall have the right to either: (i) accept as full settlement the amount actually paid by the consumer or financed through third parties as reflected in the records of STORESONLINE or (ii) provide documentation to support the claim for the refund. Where consumers choose to proceed under (ii), in the event of any disagreement by STORESONLINE with the sum requested by the consumer, the matter shall be reviewed by the Office of the General Counsel of STORESONLINE who will undertake to resolve the matter with the consumer. Should he be unable to do so, the parties agree that the Attorney General has a good faith obligation to review all facts, circumstances and records of the amounts actually paid to STORESONLINE, and shall be the final arbiter of the dispute. However, in no circumstances shall the amount due to the customer exceed the amount the customer actually paid to STORESONLINE.

F. In the event that a consumer requests a refund for an amount financed by STORESONLINE, such refund request may be satisfied by STORESONLINE refunding the amount actually paid by the consumer and cancelling the remaining debt obligation on the amount financed. In the event that a consumer requests a refund for an amount financed through any third party, such refund request may be satisfied by STORESONLINE, at its option, either (i) refunding the amount requested to the consumer, or (ii) satisfying the remaining debt obligation of the consumer on the amount financed and refunding to the consumer the amount actually paid on the amount financed.

G. Separate and apart from the refunds described in Sections A through E above, STORESONLINE shall, for a period of 18 months from the date of the execution of this agreement, allocate funds up to the amount of \$250,000 for payment of claims made by consumers who purchased STORESONLINE products or services after September 1, 2004, but who request a refund of STORESONLINE or the Attorney General 30 days or more following the execution of this agreement, as well as the total amount paid by that consumer to any agents of STORESONLINE, such as Professional Marketing International and Electronic Marketing Service, for coaching and mentoring. Copies of requests received by STORESONLINE shall be given to the Attorney General within 15 days of their receipt by STORESONLINE. Customers who seek a refund pursuant to this provision must provide written documentation that shall include an assertion by the sender that he or she believes that he or she was induced to make the purchase(s) because of misrepresentations by STORESONLINE, or include an assertion that he or she cannot make the products and/or services purchased work. The consumer's assertion as to either allegedly being misled or being unable to make the product and/or services work shall be accompanied by a detailed description by the consumer of the alleged misrepresentations or inability. STORESONLINE shall offer a full refund to the consumer based upon that documentation or, if STORESONLINE intends to reject the request for a refund, the General Counsel and the Attorney General's representative shall meet and confer in good faith in order to resolve the refund in question. In the event of any disagreement between STORESONLINE and the Attorney General, the consumer shall receive a full refund if the consumer has asserted in writing with a detailed description that he or she was misled into purchasing the product or service, did not receive technical support promised by STORESONLINE or cannot make the

products or service work, unless STORESONLINE can demonstrate that the consumer put the products or service to effective use.

H. STORESONLINE shall within 30 days of providing refunds send letters to all collection agencies and consumer credit reporting agencies that the consumer has reported to STORESONLINE, and to any of its contractors who have provided services to STORESONLINE customers, regarding all consumers for whom refund requests have been approved and paid, stating that any remaining balances previously claimed as owed by these consumers have been satisfactorily resolved because of a rescission of the transaction with the consumer, thereby clearing and nullifying any and all debt and negative credit history which may have been attributed to such a consumer as a result of their transaction with STORESONLINE and their contractors, and requesting nullification of any such negative credit history.

I. Within 180 days of the execution date of this Agreement, STORESONLINE shall notify the Attorney General in writing of the names and contact information of all consumers who requested refunds, who received refunds and on whose behalf letters were sent by STORESONLINE to collection agencies and credit reporting agencies, along with the amounts of the refunds.

J. STORESONLINE shall notify the Attorney General in writing of the names and contact information of all consumers who requested refunds pursuant to Section V(G), who received refunds and on whose behalf letters were sent by STORESONLINE to collection agencies and credit reporting agencies, along with the amounts of the refunds, within 30 days of all such requests, refunds and letters, whichever occurs last.

**VI. FEES AND COSTS**

A. Upon execution of this Settlement Agreement, STORESONLINE shall pay to the Attorney General the sum of One Hundred and Twenty-Five Thousand Dollars (\$125,000) as reimbursement for its attorneys' fees and costs of investigation and future enforcement. This sum shall be deposited in the Department of Legal Affairs' Revolving Trust Fund, in accordance with Section 501.2101(1), Florida Statutes. Payment shall be made by check payable to the Department of Legal Affairs' Revolving Trust Fund, and shall be delivered to Allison Finn, Assistant Attorney General, Department of Legal Affairs, Office of the Attorney General, The Capitol, PL-01, Tallahassee, Florida 32399-1050 within ten (10) days after execution of this Settlement Agreement.

**VII. DISMISSAL AND RELEASE**

A. Upon execution by the parties of this Settlement Agreement, the parties shall submit to the Court an agreed-upon request for Final Judgment that incorporates the terms of this Settlement Agreement and requests dismissal with prejudice of the claims brought in this action.

B. The Attorney General hereby covenants and agrees that it shall not, thereafter, sue or seek to establish civil liability against STORESONLINE based, in whole or in part, upon any of the claims brought in State of Florida, Office of the Attorney General v. Imergent, Inc., and StoresOnline, Inc., Case No. 2008 CA 199, with the exception of action to implement or enforce this Settlement Agreement.

**VIII. MISCELLANEOUS PROVISIONS**

A. The Parties agree that venue for any and all matters or disputes arising out of this Agreement shall lie solely in Leon County, Florida.

B. STORESONLINE shall not effect any change in their organizational identity as a method of avoiding the terms and conditions set forth in this Agreement.

C. STORESONLINE's nonperformance or noncompliance with any agreement, covenant, condition or stipulation contained in this agreement, where such nonperformance or noncompliance continues for a period of thirty (30) days after written notice from the Attorney General, shall not be a default if after notice STORESONLINE has commenced diligent efforts to cure such nonperformance or noncompliance within the thirty (30) day period and thereafter diligently and continuously prosecutes the cure of STORESONLINE's nonperformance or noncompliance to completion, including offering full refunds to any consumers affected by the nonperformance or noncompliance and making full refunds to all consumers who request it.

D. No representations, warranties or inducements have been made to the Parties concerning this Agreement other than those representations, warranties and covenants contained in this Agreement.

E. No waiver, modification or amendment of the terms of this Agreement shall be valid or binding unless made in writing and signed by both parties.

F. Any failure by any Party to the Agreement to insist on strict performance by any other Party of any provision of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

G. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

H. If any clause, provision or section of the Agreement shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Agreement, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

I. STORESONLINE does not admit that they have violated any law or misled consumers, and the Attorney General and STORESONLINE agree that this Agreement shall not constitute evidence or admission regarding the existence or non-existence of any issue, fact or violation of any law.

J. iMergent, Inc., and StoresOnline, Inc., enter this Agreement without any admission of liability or violation of law. iMergent, Inc., and StoresOnline, Inc., have caused this Agreement to be executed by authorized representatives of iMergent, Inc., and StoresOnline, Inc., as a true act and deed, as of the date affixed next to his signature. Said representatives and iMergent, Inc., and StoresOnline, Inc., affirm and warrant that they are acting in their capacity and within their authority as corporate officers of iMergent, Inc., and StoresOnline, Inc., and that by their signatures said representatives are binding said entities to the terms and conditions of this Agreement.

K. The Parties to this Agreement have read and understand its terms and content and agree to be bound by all the provisions it contains.

L. The Parties enter into this Agreement of their own free will, voluntarily and with full knowledge and understanding of the proceedings and the obligations and duties imposed.

M. This Agreement shall become effective upon its acceptance by the Deputy Attorney General, who may refuse to accept it at his discretion or at the discretion of the



Attorney General. The receipt or deposit by the Office of the Attorney General of any monies pursuant to this Agreement does not constitute acceptance by the Office of the Attorney General and any monies received will be returned if the Agreement is not accepted.

IN WITNESS WHEREOF, the Attorney General and STORESONLINE have caused this Agreement to be executed by:

**FOR IMERGENT, INC.**

\_\_\_\_\_, as \_\_\_\_\_, as a true act and deed, in \_\_\_\_\_ County, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

By my signature I hereby affirm that I am acting in my capacity and within my authority as \_\_\_\_\_ and that by my signature I am binding the corporation to this Agreement.

By \_\_\_\_\_

**FOR STORESONLINE, INC.**

\_\_\_\_\_, as \_\_\_\_\_, as a true act and deed, in \_\_\_\_\_ County, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

By my signature I hereby affirm that I am acting in my capacity and within my authority as \_\_\_\_\_ and that by my signature I am binding the corporation to this Agreement.

By \_\_\_\_\_

**FOR THE ATTORNEY GENERAL**

\_\_\_\_\_  
ALLISON FINN  
Assistant Attorney General

\_\_\_\_\_  
DEPUTY ATTORNEY GENERAL  
The Capitol, PL-01

Accepted this \_\_\_\_ day of \_\_\_\_\_ 2008.

ATTACHMENT A ("Florida Disclosure")

**IMPORTANT NOTICE**

Some purchasers of StoresOnline products and services have been unable to create a website. If you (1) do not have a computer, (2) do not have general knowledge of using a computer, (3) know little or nothing about e-commerce (Internet commerce), (4) do not presently have a product to sell, (5) do not have a plan for operating an existing business, (6) do not have sufficient capital to operate an existing business apart from the cost of this software, or (7) fit one or any combination of the previous categories, it is highly recommended that you fix these weaknesses before beginning the process of building your first e-commerce website.

StoresOnline will not provide you with a "drop-shipping" business partner whose products or services you can market with an SOL website. SOL will give you a list of websites where for a fee or free you might find a business partner. Additionally, the SOL software contains links to drop-shippers who may agree to partner with you for a fee or free. You may not be able to find a business partner.

Coaching and mentoring (personalized website and marketing assistance) are NOT included in your purchase and carry extra costs up to several thousand dollars paid to third parties. Information about StoresOnline tech support has been provided to you in writing at Tab 6 of [name of document].

I acknowledge that I was provided this notice before I signed the purchase contract for the iMergent/ StoresOnline license and that I signed this notice at the same time I signed the purchase contract and was provided my three-day right-to-cancel notice.

Initials \_\_\_\_\_

ATTACHMENT C ("GENERAL RELEASE")

**THIS GENERAL RELEASE** (the "**Release**") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by \_\_\_\_\_ (singularly or together, hereafter referred to as the "**Releasor**") for the benefit and release of iMergent, Inc. and StoresOnline, Inc (hereafter referred to as "**SOL**").

**WHEREAS:** The State of Florida and SOL have entered into a settlement agreement, as part of that agreement certain classes of purchasers are entitled to a refund of certain amounts paid by Releasor,

**WHEREAS:** To receive a settlement payment from SOL Releasor is required to execute a general release in favor of SOL,

**WHEREAS:** The Releasor and SOL desire to fully, finally and forever release, settle and dispose of any and all claims, demands and disputes of any kind between them, as provided for in this Release,

**NOW, THEREFORE,** in consideration of the forgoing and the payment of the settlement proceeds and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Releasor and SOL hereby agree as follows:

**1. Release.** In consideration for the acceptance of a settlement which includes payment of \$\_\_\_\_\_ and \_\_\_\_\_, the sufficiency of which is hereby acknowledged the Releasor hereby releases and forever discharges SOL, and each of their respective parent corporations, subsidiaries, affiliates, including third party companies whose products were sold, recommended, or with whom SOL had a relationship where the service was recommended or supported by SOL, their officers, directors, successors, assigns, representatives, attorneys and all persons acting by, through, under or in connection with them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs or expenses, of any nature whatsoever, known or unknown, fixed or contingent, derivative or personal (hereinafter called "Claims") which the Releasor, or anyone claiming through or on behalf of it, now owns or holds or has at any time owned or held against SOL, except that this release does not apply to any claims brought in connection with the entity known as The Tax Club.

**2. No Assignment.** The Releasor hereby represents and warrants that there have been no assignments or other transfers of any interest in the Claim(s) that it may have and which could be asserted against SOL. Releasor agrees to indemnify and hold harmless SOL from any liability, claims, damages, demands, costs, expenses and attorneys' fees incurred by any of the Releasors as a result of any

person asserting any such assignment or transfer or any rights or Claims under any such assignment or transfer.

**3. No Admission of Fact.** This Release is not an admission of any fact by SOL or by Releasor and it cannot be used in any proceeding, other than a proceeding to enforce its terms, for any purpose whatsoever.

**4. Authority.** Each of the parties signing this Release, whether signed individually or on behalf of any person or entity, represents and warrants that he or she (a) has full power and authority to enter into and execute this Release and (b) has the full authority to bind the party or parties for whom he or she is signing.

**5. Accord and Satisfaction; Merger.** Each of the parties hereto acknowledge and agree that this Release is an accord and satisfaction of all Claims that Releasor may have against SOL; all prior documents and all negotiations and stipulations by them or their agents being merged herein.

**6. Binding Effect and Severability.** This Release shall be binding upon and inure to the benefit of each of the parties, their respective heirs, permitted assigns, successors in interest and legal representatives. Neither this Release nor any of the rights or obligations hereunder may be assigned without the prior written consent of all the parties hereto.

**IN WITNESS WHEREOF**, Releasors have caused this Release to be duly executed as of the date set forth above.

\_\_\_\_\_  
Name:  
Releasor

\_\_\_\_\_  
Name:  
Releasor