

## **SETTLEMENT AGREEMENT**

This SETTLEMENT AGREEMENT (“Agreement”) is entered into as of July 18, 2008 by and between the California Corporations Commissioner (“Commissioner”), on the one hand, and Dylanite, Inc. (“Dylanite”) on the other hand, (hereinafter collectively “the Parties”).

### **RECITALS**

This Agreement is made with reference to the following facts:

A. Dylanite is a corporation in good standing, duly formed and existing pursuant to the laws of the State of California, and authorized to conduct business in this state. Dylanite has its principal place of business located at 3971 W. Sixth Street, Los Angeles, CA 90020.

B. Michael Gilbreth (“Gilbreth”) is, and was at the time of the issuance of the Order described in paragraph D below, the president of Dylanite. Gilbreth is authorized to enter into this Agreement on behalf of Dylanite.

C. Dylanite holds license #s 100-2307, 100-2309, 100-2310 and 100-2311 from the Commissioner under the California Deferred Deposit Transaction Law (“CDDTL”) pursuant to California Financial Code sections 23005, 23008 and 23009.

D. On June 10, 2008, the Commissioner issued Citation(s) and a Desist and Refrain Order (the “Order”) to Dylanite for violations of California Financial Code, a copy of which is attached and incorporated herein as Exhibit “1.” Dylanite was served with the Order on or about June 11, 2008.

E. It is the intention and desire of the parties to resolve this matter without the necessity of a hearing and/or other litigation.

NOW, THEREFORE, for good and valuable consideration, and the terms and conditions set forth herein, the parties agree as follows:

### **TERMS AND CONDITIONS**

1. Purpose. The purpose of this Agreement is to settle and resolve the matters between the parties hereto, for judicial economy and expediency, and to avoid the expense of a hearing, and possible further court proceedings.

2. Waiver of Hearing Rights. Dylanite and Gilbreth acknowledge the right of Dylanite to a hearing under the CDDTL in connection with the Order and hereby waive that right to a hearing, and to any reconsideration, appeal, or other right to review which may be afforded pursuant to the CDDTL, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law, and by waiving such rights, consent to the Order becoming final.

3. Advice of Counsel. Gilbreth further acknowledges that he was advised to consult with counsel prior to entering into this Settlement Agreement and has decided not to consult with counsel.

4. Admissions. Dylanite and Gilbreth admit the findings contained in the Order. The admissions of Dylanite and Gilbreth are solely for the limited purposes of this proceeding.

5. Surrender of License. Dylanite agrees to surrender license numbers 100-2310 and 100-2311, located at 11814 Aviation Blvd, Inglewood, CA 90304 and 11009 Burbank Blvd., #123, North Hollywood, CA 91601, respectively. The surrender of the licenses shall be effective on September 1, 2008. Upon the effective date of the surrender, Dylanite shall not be authorized to engage in the deferred deposit transaction business under the California Deferred Deposit Transaction Law under these two licenses at these two locations. The parties agree that the Desist and Refrain Order shall remain in full force and effect.

6. Citations: Dylanite hereby agrees to pay to the Commissioner citations totaling FIFTEEN THOUSAND DOLLARS (\$15,000) (the "Citations"). Dylanite shall pay the Citations in the amount of \$15,000 upon execution of this Settlement Agreement. Dylanite shall make the check for the payment payable to the California Department of Corporations and mail the check to attention and address of the Department of Corporations person listed in paragraph 20. Notices

7. Future Actions by the Commissioner. The Commissioner reserves the right to bring any future action(s) against Dylanite and Gilbreth, or any of the officers, directors, shareholders, or employees of Dylanite for any and all unknown or future violations of the CDDTL. This Agreement shall not serve to exculpate Dylanite and Gilbreth or any of the officers, directors, shareholders, or employees of Dylanite from liability for any and all unknown or future violations of the CDDTL.

8. Effective Date. This Agreement shall not become effective until signed, and delivered by all parties.

9. Settlement Agreement Coverage. The parties hereby acknowledge and agree that this Agreement is intended to constitute a full, final and complete resolution of this matter. The parties further acknowledge and agree that nothing contained in this Agreement shall operate to limit the Commissioner's ability to assist any other agency, (county, state or federal) with any prosecution, administrative, civil or criminal, brought by any such agency against Dylanite based upon any of the activities alleged in this matter or otherwise.

10. Independent Legal Advice. Each of the Parties represents, warrants, and agrees that it has received or been advised to seek independent legal advice from its attorneys with respect to the advisability of executing this Agreement.

11. No Other Representation. Each of the parties represents, warrants, and agrees that in executing this Agreement it has relied solely on the statements set forth herein and the advice of its own counsel. Each of the parties further represents, warrants, and agrees that in executing this Agreement it has placed no reliance on any statement, representation, or promise of any other party, or any other person or entity not expressly set forth herein, or upon the failure of any party or any other person or entity to make any statement, representation or disclosure of anything whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in any way fraudulently induced to execute this Agreement; and (2) to preclude the introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this Agreement.

12. Modifications and Qualified Integration. No amendment, change or modification of this Agreement shall be valid or binding to any extent unless it is in writing and signed by all of the parties affected by it.

13. Full Integration. This Agreement, including the attached Order, is the final written expression and the complete and exclusive statement of all the agreements, conditions, promises, representations, and covenants between the parties with respect to the subject matter hereof, and supercedes all prior or contemporaneous agreements, negotiations, representations, understandings, and discussions between and among the parties, their respective representatives, and any other person or entity, with respect to the subject matter covered hereby.

14. No Presumption From Drafting. In that the parties have had the opportunity to draft, review and edit the language of this Agreement, no presumption for or against any party arising out of drafting all or any part of this Agreement will be applied in any action relating to, connected, to, or involving this Settlement Agreement. Accordingly, the parties waive the benefit of California Civil Code section 1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist.

15. Counterparts. This Agreement may be executed in any number of counter-parts by the Parties, and when each Party has signed and delivered at least one such counterpart to the other Party, each counterpart shall be deemed an original and taken together shall constitute one and the same Agreement.

16. Headings and Governing Law. The headings to the paragraphs of this Agreement are inserted for convenience only and will not be deemed a part hereof or affect the construction or interpretation of the provisions hereof. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

17. Authority For Settlement. Each Party warrants and represents that such Party is fully entitled and duly authorized to enter into and deliver this Agreement. In particular, and

