

EXHIBIT 55-C

to the

**CONFIDENTIAL DECLARATION
OF GREGG D. THOMAS
IN SUPPORT OF PLAINTIFFS' OBJECTIONS**

[Redacted]

From: [Redacted]
Sent: Monday, December 10, 2012 5:15 PM
To: [Redacted]
Subject: 12.10.12 FW: Agreement
Attachments: 12 7 12 Settlement Agreement v-5.doc; 12 7 12 Settlement Agreement v-4.pdf

b6 -1, 4
b7C -1, 4

Hi [Redacted]
This is the latest change from [Redacted] - Para 4.2(b) -- let DRH know your thoughts

[Redacted] to

David R. Houston, Esq.
432 Court Street
Reno, NV 89501
775-786-4188
775-786-5091 FAX

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Tax Advice Disclosure: To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code; or (2) promoting, marketing or recommending to another party any matters addressed herein.

From: [Redacted]
Sent: Monday, December 10, 2012 1:44 PM
To: [Redacted]
Subject: Agreement

Please find attached Versions 4 and the newly revised Version 5 of the agreement.

The only notable change between versions 4 & 5, occurred in paragraph 4.2(b), where [Redacted] realized that version 4's language made no sense and did not reflect the understanding.

b6 -2, 4
b7C -2, 4

I have attached version 4's pdf & a redlined version 5.

Thank you

[Redacted]
[Redacted]
[Redacted] Beverly Hills, CA 90211
Phone [Redacted] Fax [Redacted]
[Redacted] mail [Redacted]

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Kristy Rosser

From: Shearn, Jason R. <Jason.Shearn@ic.fbi.gov>
Sent: Monday, December 10, 2012 2:35 PM
To: Kristy Rosser
Subject: RE: 12.10.12 FW: Agreement

Good to go

SA Jason R. Shearn
Tampa Division, Pinellas RA
Office 727-796-7055

From: Kristy Rosser [<mailto:krosser@houstonatlaw.com>]
Sent: Monday, December 10, 2012 5:15 PM
To: Shearn, Jason R.
Subject: 12.10.12 FW: Agreement

Hi Jason:

This is the latest change from Mr. Davidson – Para 4.2(b) – let DRH know your thoughts

Kc

**Kc Rosser, Business Manager to
David R. Houston, Esq.
432 Court Street
Reno, NV 89501
775-786-4188
775-786-5091 FAX**

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From: Vilma Duarte [<mailto:vilma@kmdlaw.com>]
Sent: Monday, December 10, 2012 1:44 PM
To: Keith Davidson; Kristy Rosser
Subject: Agreement

Please find attached Versions 4 and the newly revised Version 5 of the agreement.

The only notable change between versions 4 & 5, occurred in paragraph 4.2(b), where Mr. Davidson realized that version 4's language made no sense and did not reflect the understanding.

I have attached version 4's pdf & a redlined version 5.

Thank you,
Vilma Duarte

Vilma Duarte | Davidson & Associates, PLC
8383 Wilshire Boulevard - Suite 510 | Beverly Hills, CA 90211
Phone (323) 658-5444 | Fax (323) 658-5424
www.Kmdlaw.com | Email: vilma@kmdlaw.com

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Kristy Rosser

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Please find attached Versions 4 and the newly revised Version 5 of the agreement.

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Thank you,
Vilma Duarte

Vilma Duarte | Davidson & Associates, PLC
8383 Wilshire Boulevard - Suite 510 | Beverly Hills, CA 90211
Phone (323) 658-5444 | Fax (323) 658-5424
www.KmdLaw.com | Email: vilma@kmdlaw.com

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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

1.0 THE PARTIES

1.1 This Settlement Agreement and Mutual Release (hereinafter, this "Agreement") is made and deemed effective as of the ____ day of November, 2012, by and between **TARYN BOSTICK** ("TB" a pseudonym whose true identity will be acknowledged on a Side Letter Agreement attached hereto as "EXHIBIT A"), on the one part, and **JO WALSH, (JW)**, on the other part. This Agreement is entered into with reference to the facts and circumstances contained in the following recitals.

2.0 RECITALS

2.1 Prior to entering into this Agreement, JW came into possession of certain "Confidential Information" pertaining to TB which was filmed without TB's consent or knowledge, as more fully defined below, some of which is in tangible form, which includes, but is not limited to certain videographic images depicting TB (collectively the "Property", each as more fully defined below but which all are included and attached hereto as Exhibit "B").

2.2 JW claims that she has been damaged by TB's alleged actions related to this matter. TB denies any such claim. TB alleges that JW has threatened the selling, transferring, licensing, publicly disseminating and/or exploiting the Images and/or Property and/or other Confidential Information, all without the knowledge, consent or authorization of TB absent payment by TB in settlement and for purchase of all rights, title and interest in all video held by JW. The parties herein stipulate, understand and agree that public dissemination of information, true, accurate or not would without any doubt damage TB's business interests, reputation, personal relationships and ability to earn a living in the future.

2.3 Further, the parties hereto further stipulate that in the event of a breach or alleged breach by JW, the following defenses/mitigations shall be unavailable: (a) public figure; (b) newsworthiness; (c) Lack of Damage; (d) An allegation that TB was not grievously harmed by JW's release of information.

2.4 TB desires to acquire, and JW desires to sell, transfer and turn-over to TB, any and all original, tangible copies of the Property, and any and all physical and intellectual property rights in and to all of the Property. As a condition of TB releasing any claims against JW related to this matter, JW agrees to sell and transfer to TB all of each of her rights in and to such Property. JW agrees to deliver each and every existing copy of all tangible Property to TB (and permanently delete any electronic copies that can not be transferred), and agrees that she shall not directly or indirectly disclose convey, transfer or assign Property or any Confidential Information to any Third Party, as more fully provided herein.

2.5 It is the intention of the Parties that Confidential Information, as defined herein, shall remain confidential as expressly provided herein below. The Parties expressly acknowledge, agree and understand that the Confidentiality provisions herein and the

TB _____

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_____ JW

representations and warranties made by JW herein and the execution by her of the Assignment & Transfer of Copyright are at the essence of this Settlement Agreement and are a material inducement to TB's entry into this Agreement, absent which TB would not enter into this Agreement.

2.6 The Parties wish to avoid the time, expense, and inconvenience of potential litigation, and to resolve any and all disputes and potential legal claims which exist or may exist between them, as of the date of this Agreement, regarding the Claims against JW as relates to JW having allowed, whether intentionally, unintentionally or negligently, anyone to become aware of the existence of and content of the Property, to have gained possession of the Property, and to JW's having engaged in efforts to disclose, disseminate and/or commercially exploit the Images and/or Property and/or Confidential Information, and any harm suffered by TB therefrom.

2.7 These Recitals are essential, integral and material terms of this Agreement, and this Agreement shall be construed with respect thereto. The Parties enter into this Agreement in consideration of the promises, covenants and conditions set forth herein, and for good and valuable consideration, the receipt of which is hereby acknowledged.

NOW, THEREFORE, the Parties adopt the foregoing recitals as a statement of their intent and in consideration of the promises and covenants contained herein, and further agree as follows:

3.0 SETTLEMENT TERMS

3.0.1.1 TB SHALL PAY TO JW \$300,000.00 AS FOLLOWS:

- 3.0.1.1.1 \$125,000.00 USD upon execution of this Agreement;
- 3.0.1.1.2 \$75,000.00 USD on the Nine-Month anniversary of execution of this Agreement; and
- 3.0.1.1.3 \$100,000.00 USD on the Fourteen-Month anniversary of execution of this Agreement;

3.1 Undertakings & Obligations by JW. JW will do each of the following by December 14, 2012:

- (a) JW shall execute this Agreement and return a signed copy to TB;
- (b) JW shall transfer and/or assign any and all rights in and to the Property to TB (as set forth herein below), and execute an Assignment & Transfer of Copyright, in the form attached hereto, and return a signed copy of same to TB's counsel;
- (c) JW shall deliver to TB every existing copy of all tangible Property at issue and originals. JW shall completely divest herself of any and all interest in the subject of dispute. JW shall transfer all physical, ownership and intellectual property rights to TB;

TB _____

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_____ JW

(d) JW shall not, at any time from the date of this Agreement forward, directly or indirectly disclose or disseminate any of the Property or any Confidential Information (including that it exists, and/or confirming any rumors as to any such existence) to any third party, as more fully provided herein.

3.2 Transfer of Property Rights to TB. In further consideration for the promises, covenants and consideration herein, JW hereby transfers and conveys to TB all of JW's respective rights, title and interest in and to the Property, and any and all physical and intellectual property rights related thereto. Without limiting the generality of the foregoing, JW TBs hereby sell, assign, and transfer to TB, her successors and assigns, throughout the universe in perpetuity, all of JW entire right, title, and interest (including, without limitation, all copyrights and all extensions and renewals of copyrights), of whatever kind or nature in and to the Property, without reservation, condition or limitation, whether or not such rights are now known, recognized or contemplated, and the complete, unconditional and unencumbered ownership and all possessory interest and rights in and to the Property, which includes, but is not limited to the originals, copies, negatives, prints, positive, proof sheets, CD-roms, DVD-roms, duplicates, outtake and the results of any other means of exhibiting, reproducing, storing, recording and/or archiving any of the Property or related material, together with all rights of action and claims for damages and benefits arising because of any infringement of the copyright to the Property, and assigns and releases to TB any and all other proprietary rights and usage rights JW may own or hold in the copyright and/or Property, or any other right in or to the Property. JW assigns and transfers to TB all of the rights herein granted, without reservation, condition or limitation, and agrees that JW reserves no right of any kind, nature or description related to the Property and contents therein. Notwithstanding the foregoing, if any of the rights herein granted are subject to termination under section 203 of the Copyright Act, or any similar provisions of the Act or subsequent amendments thereof, JW hereby agrees to re-grant such rights to TB immediately upon such termination. All rights granted herein or agreed to be granted hereunder shall vest in TB immediately and shall remain vested in perpetuity. TB shall have the right to freely assign, sell, transfer or destroy the Property as she desires. TB shall have the right to register sole copyright in and to any of the Property with the US Copyright Office. TB shall also have the right, in respect to the Property, to add to, subtract from, change, arrange, revise, adapt, into any and all form of expression or tangible communication, and the right to combine any of the Property with any other works of any kind and/or to create derivative works with any of the Property, and to do with it as she so deems. To the fullest extent allowable under the applicable law, JW shall irrevocably waive and assign to TB any of JW's so-called "moral rights" or "droit moral" (laws for the protection of copyrights outside of the United States), if any, or any similar rights under any principles of law which JW may now have or later have in the Property. With respect to and in furtherance of the above, JW agrees to and shall execute and deliver to TB an "Assignment & Transfer of Copyright", in the form attached hereto as Exhibit "A".

3.2.1 Notwithstanding the foregoing paragraph 3.2, and without in anyway limiting or diminishing from the full transfer and assignment of rights therein without reservation, the Parties understand the purpose of the transfer of rights is to provide TB the fullest possible ability and remedies to prevent and protect against any dissemination of the Property.

TB _____

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_____ JW

3.3 Delivery of the Property to TB. Concurrently upon execution of this Agreement, JW, as applicable, shall deliver to TB, by delivery to his counsel herein, all of the Property which is embodied in tangible form (all originals and duplicates), whether documents, canvasses, paper art, digital copies, letters, prints, electronic data, films, tapes, CD-Roms, DVD-Roms, Images recording tapes, photographs, negatives, originals, duplicates, contact sheets, audio recordings, Images recordings, magnetic data, computerized data, digital recordings, or other recorded medium or any other format of embodying information or data. Without limiting the generality of the foregoing, such tangible Property shall include all documents as defined by California Evidence Code §250 which contain any of the Property. JW represents and warrants that the materials delivered pursuant to the terms of this Paragraph 3.3 comprise the totality of all existing originals and duplicates of all Property in any tangible form, whether within their possession, custody or control, and including otherwise (and that JW knows of no other copies or possible or potential copies not in JW's possession and control and delivered pursuant to this paragraph), and that upon such delivery to TB, JW shall not maintain possession, custody or control of any copy of all or any portion of any tangible Property. JW agrees they are the party that possessed the videos given or provided to Gawker, TMZ and other media outlets for publication.

3.3.1 This Agreement is conditioned on JW's compliance with each and every term of Paragraph 3.3 and the personal verification by TB of the Images and that the Images are comprised of and captures the content previously represented to his counsel to exist and be captured therein (i.e., the clear and identifiable as to TB, high quality, graphic intimate content and physical relations between TB and unknown female(s)), all of which terms are essential and material.

4.0 CONFIDENTIALITY & REPRESENTATIONS & WARRANTIES.

4.1 Definition of Confidential Information. "Confidential Information" means and includes each and all of the following:

(a) All *intangible* information pertaining to TB and/or his family and/or friends learned, obtained, or acquired by JW, including without limitation information contained in the property;

(b) All *intangible* information pertaining to the existence and content of the Property;

(i) JW's Representations & Warranties Regarding Prior Disclosures of Tangible Confidential Information

JW shall be responsible for any subsequent public disclosure of any of the Confidential Information (a) attributable directly to her any such future disclosure shall be deemed a breach of this Agreement by JW.

TB

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JW

4.2 Representations & Warranties and Agreements.

(a) Representations & Warranties and Agreements By TB. The following agreements, warranties and representations are made by TB as material inducements to JW to enter into this Agreement, and each Party acknowledges that she/he is executing this Agreement in reliance thereon:

(b) TB warrants and represents that, as relates to or in connection with any of JW's attempts to sell, exploit and/or disseminate the Property prior to the date of this Agreement, TB and his counsel will refrain (i) from pursuing any civil action against JW, and/or (ii) absent a direct inquiry from law enforcement, from disclosing JW's name to the authorities.

Notwithstanding the foregoing, if TB is informed, that or should or if it is believed that ~~either of JW has possession, custody and/or control of any of the Property after the date of this Agreement and/or after the date of this agreement has transferred any copies to any Third Party, and/or it is believed that any of JW, whether directly or indirectly, intends the release, use, display, dissemination, disclosure or exploitation, whether actual, threatened or rumored, of any for the Property, then TB and her his counsel shall be entitled to, at TB's sole discretion, (i) contact the respective member of JW, including with legal demands and related statements of liability and legal action file for injunctive relief pursuant to Paragraph 5.1.3;~~ and/or (ii) advance a civil action against the respective member of JW, and/or (iii) disclose any of JW's name to the authorities ~~begin Confidential Arbitration pursuant to Paragraph 5.1.3.~~

4.2.2 Representations & Warranties and Agreements By JW. The following agreements, warranties and representations are made by JW as material inducements to TB to enter into this Agreement, without which TB would not enter into this Agreement and without which TB would not agree to pay any monies whatsoever hereunder, and with the express acknowledgment by that TB is executing this Agreement in reliance on the agreements, warranties, and representations herein which are at the essence of this Agreement, including, the following:

(a) JW agrees and warrants and represents that JW will permanently cease and desist from any efforts to and/or attempting to and/or engaging in and/or arranging the use, License, distribution, dissemination or sale of any of the Confidential Information and/or Property, including the Images created by others, or of any other Images by; Heather Clem and Bubba Todd Clem.

(b) JW agrees and warrants and represents that JW will permanently cease and desist from any posting or dissemination or display of the Confidential Information and/or Property, including the Images (including, but not limited to, to any media outlet, on any blog or posting board, on the Internet, or otherwise);

(c) JW agrees and warrants and represents that JW will permanently cease and desist from using or disseminating or disclosing any information to any Third Persons (including, but not limited to, to any media outlet, on any blog or posting board, on the Internet, or otherwise) about any details of or as to the contents of the Confidential Information and/or

TB _____

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_____ JW

Property, including the Images, and/or as to any other personal details of or about or pertaining to TB and/or her family and/or friends;

(d) JW agrees and warrants and represents that JW will permanently cease and desist from and will not, at any time, make any use of or reference to the name, image or likeness of TB in any manner whatsoever, including without limitation, through any print or electronic media of any kind or nature for any purpose, including, but not limited to, on any websites;

(e) JW agrees and warrants and represents that any and all existing copies of the Images and any have been turned over and provided to counsel; and JW further warrants and represents that the only copy of the Images that JW knows of to have ever existed, at any time, has been turned over to TB's counsel pursuant to this Agreement, and the Images and any Property has never been transferred to or existed in any other form, including not in electronic form, nor on any computer, or electronic device and other storage media. JW agrees and warrants they will contact all media outlets with whom they have provided images and request a cease and desist as to their publication;

(f) JW warrants and represents that JW has not provided any copies, whether hard-copy or electronic copies, of the Property to anyone other than her counsel;

(g) JW warrants and represents that the information JW is obligated to provide pursuant to the terms herein will be complete and truthful;

(h) JW warrants and represents that JW has not knowingly omitted or withheld any information that JW is obligated to provide pursuant to the terms herein;

(i) JW warrants and represents that JW has not assigned nor transferred, either in whole or in part, any purported rights in or to the Images and/or any Property to any other person or entity, other than to TB pursuant to this Agreement.

4.2.3 Agreements By JW Not to Disclose/Use Confidential Information and Not to Disparage TB. As further material inducements for TB to enter into this Agreement, JW agrees, represents and warrants that JW shall not directly or indirectly, verbally or otherwise, publish, disseminate, disclose, post or cause to be published, disseminated, disclosed, or posted (herein "disclose"), any Confidential Information to any person, group, firm or entity whatsoever, including, but not limited to, family members, friends, associates, journalists, media organizations, newspapers, magazines, publications, television or radio stations, publishers, databases, blogs, websites, posting boards, and any other enterprise involved in the print, wire or electronic media, including individuals working directly or indirectly for, or on behalf of, any of said persons or entities ("Third Parties" and/or Third Party"). In no event shall any of JW be relieved of such party's confidentiality obligations herein by virtue of any breach or alleged breach of this Agreement. In no event shall any dispute in connection with this Agreement relieve any of JW from JW's confidentiality obligations arising pursuant to this Agreement, and any disclosure of Confidential Information in connection with any such proceeding or dispute shall constitute a breach of this Agreement, and JW shall use JW's best efforts to prevent the

TB _____

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_____ JW

unauthorized disclosure of Confidential Information in connection with any such proceeding or dispute.

4.2.4 Any direct or indirect disclosure of Confidential Information to any Third Party by JW, her representatives, heirs, agents, employees, attorneys, transferors, transferees, successors or assigns, and/or any friend of any of JW (collectively "JW Group"), after the date of this Agreement, shall be deemed a disclosure by JW in breach of the terms of this Agreement, entitling TB to all rights and remedies set forth herein.

4.2.5 JW hereby irrevocably agrees and covenants that JW shall not, directly or indirectly, publicly disparage TB, nor write, publish, cause to be published, or authorize, consult about or with or otherwise be involved in the writing, publication, broadcast, transmission or dissemination of any book, memoir, letter, story, photograph, film, script, Images, interview, article, essay, biography, diary, journal, documentary, or other written, oral, digital or visual account or description or depiction of any kind whatsoever whether fictionalized or not, about TB or her family, whether truthful, laudatory, defamatory, disparaging, deprecating or neutral. JW further warrants and represents that JW has not and will not enter into any written or oral agreement with any third party purportedly requiring or obligating JW to do so.

4.2.6 Agreement By TB Not to Disparage JW. TB hereby agrees and covenants that she shall not, directly or indirectly, publicly disparage JW, nor write, publish, cause to be published, or authorize, consult about or with or otherwise be involved in the writing, publication, broadcast, transmission or dissemination of any book, memoir, letter, story, photograph, film, script, Images, interview, article, essay, biography, diary, journal, documentary, or other written, oral, digital or visual account or description or depiction of any kind whatsoever whether fictionalized or not, about JW's involvement in or connection with (prior to the date of this Agreement), actual or alleged, any efforts to sell, license and/or any other exploitation of the Images and/or Property.

4.3 Disclosure Of Confidential Information Is Prohibited: JW recognizes and agrees that substantial effort and expense have been dedicated to limit the efforts of the press, other media, and the public to learn of personal and business affairs involving TB. JW further acknowledges that any future disclosure of Confidential Information to any Third Party would constitute a serious and material breach of the terms of this Agreement, and shall constitute a breach of trust and confidence, invasion of privacy, and a misappropriation of exclusive property rights, and may also constitute fraud and deceit. Some of the Confidential Information may also constitute and includes proprietary business information and trade secrets which have independent economic value. JW acknowledges that any unauthorized use, dissemination or disclosure of Confidential Information, or the fabrication and dissemination of false and/or misleading information, about TB, would result in irreparable injury to TB, and would be injurious to a reasonable person, and/or would constitute an injurious violation of the right of privacy or publicity, and/or would be injurious to TB's business, profession, person and/or career. JW acknowledges TB's substantial and valuable property rights and other proprietary interests in the exclusive possession, ownership and use of Confidential Information, and recognizes and acknowledges that such Confidential Information is a proprietary, valuable,

TB

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JW

special and unique asset which belongs to TB and to which the JW has no claim of ownership or other interest.

4.3.1 Disclosures Permitted By JW. Notwithstanding the foregoing, JW shall only be permitted to disclose Confidential Information to another person or entity only if compelled to do so by valid legal process, including without limitation a subpoena duces tecum or similar legal compulsion, provided that JW shall not make any such disclosure unless JW has first provided TB with notice of such order or legal process not less than ten (10) days in advance of the required date of disclosure pursuant to the Written Notice provisions set forth hereinbelow, providing TB with an opportunity to intervene and with full and complete cooperation should she choose to oppose such disclosure.

5.0 REMEDIES

5.1 TB's Remedies for Breach of Agreement. Each breach or threatened breach (*e.g.*, conduct by JW reflecting that said person intends to breach the Agreement), including without limitation by breach of any representation or warranty, by failing to deliver to TB all tangible Property as required, by the disclosure or threatened disclosure of any Confidential Information to any Third Party by JW (herein "Prohibited Communication"), or otherwise, shall render JW liable to TB for any and all damages and injuries incurred as a result thereof, including but not limited to the following, all of which rights and remedies shall be cumulative:

5.1.1 Disgorgement of Monies: In the event an Arbitrator determines there has been a breach or threatened breach of this Agreement by JW, JW shall be obligated to account to, and to disgorge and turn over to TB any and all monies, profits, or other consideration, or benefits, which JW, or anyone on JW's behalf or at JW's direction, directly or indirectly derive from any disclosure or exploitation of any of the Confidential Information; and

5.1.2 Liquidated Damages: JW agrees that any material breach or violation of this Agreement by any of JW individually or the JW Group by his/their unauthorized disclosure of any of the Confidential Information (as defined in paragraphs 4.1(a), (b), (c), and (d)) to any Third Party, and/or any unauthorized exploitation or prohibited use of the same, and/or by the breach of and/or by any false representations and warranties set forth in this Agreement, and/or any public disparagement of TB by any of JW (collectively, the "LD Breach Terms"), shall result in substantial damages and injury to TB, the precise amount of which would be extremely difficult or impracticable to determine, even after the Parties have made a reasonable endeavor to estimate fair compensation for such potential losses and damages to TB. Therefore, in addition to disgorgement of the full amount of all monies or other consideration pursuant to paragraph 5.1.2, in the event an Arbitrator determines there has been a breach of the LD Breach Terms of this Agreement by JW individually or the JW Group, JW shall also be obligated to pay, and agree to pay to TB the sum of Six Hundred Thousand Dollars (\$600,000) as a reasonable and fair amount of liquidated damages to compensate TB for any loss or damage resulting from each breach. The Parties agree that such sum bears a reasonable and proximate relationship to the actual damages which TB will or might suffer from each breach of the terms of this Agreement and that this amount is not a penalty. Alternatively, at TB's sole discretion, TB may seek to recover actual damages proximately caused by each such breach, according to proof. Any other

TB _____

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_____ JW

breaches not a LD Breach Terms shall be subject to a claim for actual damages according to proof; and

5.1.3 Injunctive Relief. JW acknowledges and agrees that any unauthorized disclosure to Third Parties of any Confidential Information will cause irreparable harm to TB, which damages and injuries will most likely not be measurable or susceptible to calculation. JW and further acknowledges and agrees that any breach or threatened breach of this Agreement due to the unauthorized disclosure or threatened disclosure by JW to Third Parties, of any Confidential Information shall entitle TB to immediately obtain, either from the Arbitrator or from the Los Angeles Superior Court and/or other court of competent jurisdiction, an *ex parte* issuance of a restraining order and preliminary injunction (herein "Injunctive Relief") without advance notice to any of JW, preventing the disclosure or any further disclosure of Confidential Information protected by the terms hereof, pending the decision of the Arbitrator or Court. The Parties further acknowledge and agree that in connection with any such proceeding, any Party may obtain from the Court or Arbitrator on an *ex parte* application or noticed motion without opposition, an order sealing the file in any such proceeding, and the Parties stipulate to the factual and legal basis for issuance of an order sealing the file in any such proceedings. The rights and remedies set forth in this Injunctive Relief Section are without prejudice to any other rights or remedies, legal or equitable, that the Parties may have as a result of any breach of this Agreement.

5.2 Dispute Resolution. In recognition of the mutual benefits to TB and JW of a voluntary system of alternative dispute resolution which involves binding confidential arbitration of all disputes which may arise between them, it is their intention and agreement that any and all claims or controversies arising between TB on the one hand, and JW on the other hand, shall be resolved by binding confidential Arbitration to the greatest extent permitted by law. Arbitration shall take place before JAMS ENDISPUTE ("JAMS") pursuant to JAMS Comprehensive Arbitration Rules and Procedures (including Interim Measures) ("JAMS Rules") and California law, or before ACTION DISPUTE RESOLUTION SERVICES ("ADRS") pursuant to the ADRS Rules (including Interim Measures) and California law (whichever the claimant elects upon filing an arbitration), in Los Angeles, California, and will be heard and decided by a sole, neutral arbitrator ("Arbitrator") selected either by agreement of the Parties, or if the Parties are unable to agree, then selected under the Rules of the selected arbitration service. The costs and fees associated with any Arbitrator and/or Arbitration service shall be split equally among the parties to any such dispute. The Parties shall have the right to conduct discovery in accordance with the California Code of Civil Procedure Section 1283.05 *et. seq.* and the written discovery requests and results of discovery shall be deemed to constitute Confidential Information. The Arbitrator shall have the right to impose all legal and equitable remedies that would be available to any Party before any governmental dispute resolution forum or court of competent jurisdiction, including without limitation temporary, preliminary and permanent injunctive relief, compensatory damages, liquidated damages, accounting, disgorgement, specific performance, attorneys fees and costs, and punitive damages. It is understood and agreed that each of the Parties shall bear his/its own attorneys' fees, expert fees, consulting fees, and other litigation costs (if any) ordinarily associated with legal proceedings taking place in a judicial forum, subject to the Arbitrator's reassessment in favor of the prevailing party to the extent permitted by

TB _____

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California law. Each of the Parties understands, acknowledges and agrees that by agreeing to arbitration as provided herein, each of the Parties is giving up any right that he/she/it may have to a trial by judge or jury with regard to the matters which are required to be submitted to mandatory and binding Arbitration pursuant to the terms hereof. Each of the Parties further understands, acknowledges and agrees that there is no right to an appeal or a review of an Arbitrator's award as there would be a right of appeal or review of a judge or jury's decision.

6.0 MUTUAL RELEASES

6.1 Except for the rights and obligations of the Parties set forth in this Agreement, TB, for herself, and each of her representatives, agents, assigns, heirs, partners, companies, affiliated companies, employees, insurers and attorneys, absolutely and forever releases and discharges JW, individually, and all of JW's heirs, and JW's attorneys, and each of them ("TB-JW Releasees"), of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs (including attorney's fees), expenses, liens, actions and causes of actions of every kind and nature whatsoever, whether known or unknown, from the beginning of time to the effective date of this Agreement, including without limitation any and all matters, facts, claims and/or defenses asserted or which could have been asserted in the Matter, or which could have been asserted in any other legal action or proceeding, except as may be provided herein (the "TB-JW Released Claims"). Notwithstanding any of the foregoing, for clarity, the operators of any website or media outlet or photo agency, and anyone else who obtained from or who JW gave or transferred to a copy of the Photos and/or Images and/or Property are not included and expressly omitted from the TB-JW Releasees and TB-JW Released Claims.

6.2 Except for the rights and obligations of the Parties set forth in this Agreement, JW, for themselves, and JW's representatives, agents, assigns, heirs, partners, companies, affiliated companies, employees, insurers and attorneys, absolutely and forever release and discharge TB, individually, and each of her representatives, agents, assigns, heirs, partners, companies, affiliated companies, subsidiaries, employees, attorneys, successors, insurers, and each of them ("TB Releasees"), of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs (including attorney's fees), expenses, liens, actions and causes of actions of every kind and nature whatsoever, whether known or unknown, from the beginning of time to the date of this Agreement, including without limitation any and all matters, facts, claims and/or defenses asserted or which could have been asserted in the Action, or which could have been asserted in any other legal action or proceeding (the "JW Released Claims").

6.3 The subject matter referred to in paragraphs 6.1 and 6.2, above (i.e., the TB-JW Released Claims and JW Released Claims), are collectively referred to as the "Released Matters."

6.4 The Parties hereto, and each of them, hereby warrant, represent and agree that each of them is fully aware of §1542 of the Civil Code of the State of California, which provides as follows:

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“A general release TBs not extend to claims which the creditor TBs not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

The Parties, and each of them, voluntarily waive the provisions of California Civil Code § 1542, and any other similar federal and state law as to any and all claims, demands, causes of action, or charges of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected.

6.5 Each of the Parties hereto acknowledges and agrees that this Agreement constitutes a settlement and compromise of claims and defenses in dispute, and shall not be construed in any fashion as an admission of liability by any party hereto.

7.0 CONFIDENTIALITY OF THIS AGREEMENT

The Parties, respectively, shall not to disclose the terms of this Agreement, either directly or indirectly, to the media or to anyone else other than their respective attorneys and representatives and/or as may be required by law. JW may not comment or make any press releases or otherwise discuss the resolution of the subject of this Agreement.

MISCELLANEOUS TERMS

7.1 Entire Agreement. This Agreement constitutes the entire agreement and understanding concerning the Released Matters hereof between the Parties hereto and supersedes any and all prior negotiations and proposed agreement and/or agreements, written and/or oral, between the Parties. Each of the Parties hereto acknowledges that neither they, nor any other party, nor any agent or attorney of any other party has made any promise, representation, or warranty whatsoever, expressed or implied, written or oral, which is not contained herein, concerning the subject matter hereof, to induce it to execute this Agreement, and each of the Parties hereto acknowledges that she/he has not executed this Agreement in reliance on any promise, representation, and/or warranty not contained herein. This Agreement shall be binding on and inure to the benefit of the Parties, the Releasees, and each of their respective successors and assigns and designees.

7.2 California Law & Venue. This Agreement and any dispute or controversy relating to this Agreement, shall in all respects be construed, interpreted, enforced and governed by the laws of the State of California. Venue and jurisdiction with respect to any action, claim or other proceeding, including for equitable relief, arising under or in relation to this Agreement shall be exclusively in the federal and/or state courts and/or arbitration tribunal, as applicable, located in the County of Los Angeles, State of California, West District, or the United States District Court located within the County of Los Angeles, State of California, Central District.

7.3 Attorneys' Fees. In the event of any dispute, action, proceeding or controversy regarding the existence, validity, interpretation, performance, enforcement, claimed breach or threatened breach of this Agreement, the prevailing party in any resulting arbitration proceeding and/or court proceeding shall be entitled to recover as an element of such Party's costs of suit,

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and not as damages, all attorneys' fees, costs and expenses incurred or sustained by such prevailing Party in connection with such action, including, without limitation, legal fees and costs.

7.4 Waivers; Modification. This Agreement cannot be modified or changed except by written instrument signed by all of the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7.5 Notice Provisions. Any notice, demand or request that one Party desires, or is required to give (including service of any subpoena, court pleadings, summons and/or complaint), to the other Party must be promptly communicated to the other Party by using their respective contact information below, by both (i) e-mail or facsimile; *and* (ii) telephone. Either Party may change his or her contact information by notifying the other Party of said change(s) pursuant to the applicable terms herein.

7.5.1 To TB as follows:

c/o David R. Houston
432 Court Street
Reno, NV 89501
Tel. 775.786.4188

7.5.2 To JW, as follows:

c/o Keith M. Davidson, Esq.
8383 Wilshire Boulevard, Suite 510
Beverly Hills, CA 90211
tel. 323.658.5444

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7.6 This Agreement may be executed with one or more separate counterparts, each of which, when so executed shall be deemed to be an original and, together shall constitute and be one and the same instrument. Any executed copies or signed counterparts of this Agreement, the Declaration, and any other documentation may be executed by scanned/printed pdf copies of signatures and/or facsimile signatures, which shall be deemed to have the same force and effect as if they were original signatures.

IN WITNESS WHEREOF, by their signatures below, the Parties each have approved and executed this Agreement as of the effective date first set forth above.

DATED: _____, 2012

TARYN BOSTICK

DATED: _____, 2012

JO WALSH

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ASSIGNMENT & TRANSFER OF COPYRIGHT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **JO WALSH** ("JW"), hereby irrevocably sells, transfers, assigns and conveys to TB ("TB"), throughout the universe and in perpetuity, the full, unencumbered and undivided interest in all of JW's right, title and interest (including, without limitation, all copyrights and all extensions and renewals of copyrights), of whatever kind or nature in and to the Images(s) any and all outtake photo images therefrom (the "Images") and any and all still photos (the "Photos") which capture or feature TB either with JW and/or individually (the Images and Photos and any and all portions thereof or related materials and negative are collectively herein referred to as the "Property" -- as further defined hereinbelow), including, without limitation, any and all derivative works and any portions or variations thereof, in any and all media and formats, whether or not such rights are now known, recognized or contemplated.

The Property includes (in the broadest terms) any and all Images and still images that exist of TB either with JW and/or individually, which were captured or created or acquired in whole or in part by JW at any time prior to the date of this agreement. Said Property includes, but is not limited to, all Images and artistic renditions by TB, with on any medium. For the sake of clarification, the assignment herein includes each and every Images and artistic rendition, without limitation, that JW created or acquired (in whole, or in part with TB) as of the date of this assignment which captures or features TB; and is deemed effective as of the tinge and moment of creation of each of the Images and Photos and the Property and includes any subsequently created derivative works.

This transfer and assignment of rights shall include, but not be limited to, all of the following rights: (a) all rights to register the copyright in the Property with the U.S. Copyright Office; (b) all of JW's consent to and rights to display, publish, disseminate or exploit the Images, Photos and/or Property in any territory of the world, in any and all media, and formats; (c) all domestic and international rights, including without limitation, all rights pursuant to any European Union directives and/or enabling or implementing legislation, laws or regulations; and (d) any and all other rights throughout the universe in perpetuity that JW now has or to which he may become entitled under existing or subsequently enacted United States law, any state law or any foreign laws. No right of any kind, nature or description is reserved by JW.

JW hereby represents and warrants and states under penalty of perjury that JW has not heretofore granted or assigned or transferred, and will not hereafter grant or assign or transfer, any right, license, title or interest in or to the Images, Photos or any of the Property, or any portion thereof, to any person, firm, corporation or other entity other than by this instrument to TB.

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This instrument may be executed via facsimile signatures and/or pdf electronic printed copy signatures, any of which shall have the same force and effect as if its were an original signature.

By the signature below, this instrument is deemed approved and executed effective as of the day of _____, 2012.

TARYN BOSTICK

JO WALSH

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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

1.0 THE PARTIES

1.1 This Settlement Agreement and Mutual Release (hereinafter, this "Agreement") is made and deemed effective as of the ____ day of November, 2012, by and between **TARYN BOSTICK** ("TB" a pseudonym whose true identity will be acknowledged on a Side Letter Agreement attached hereto as "EXHIBIT A"), on the one part, and **JO WALSH**, (JW), on the other part. This Agreement is entered into with reference to the facts and circumstances contained in the following recitals.

2.0 RECITALS

2.1 Prior to entering into this Agreement, JW came into possession of certain "Confidential Information" pertaining to TB which was filmed without TB's consent or knowledge, as more fully defined below, some of which is in tangible form, which includes, but is not limited to certain videographic images depicting TB (collectively the "Property", each as more fully defined below but which all are included and attached hereto as Exhibit "B").

2.2 JW claims that she has been damaged by TB's alleged actions related to this matter. TB denies any such claim. TB alleges that JW has threatened the selling, transferring, licensing, publicly disseminating and/or exploiting the Images and/or Property and/or other Confidential Information, all without the knowledge, consent or authorization of TB absent payment by TB in settlement and for purchase of all rights, title and interest in all video held by JW. The parties herein stipulate, understand and agree that public dissemination of information, true, accurate or not would without any doubt damage TB's business interests, reputation, personal relationships and ability to earn a living in the future.

2.3 Further, the parties hereto further stipulate that in the event of a breach or alleged breach by JW, the following defenses/mitigations shall be unavailable: (a) public figure; (b) newsworthiness; (c) Lack of Damage; (d) An allegation that TB was not grievously harmed by JW's release of information.

2.4 TB desires to acquire, and JW desires to sell, transfer and turn-over to TB, any and all original, tangible copies of the Property, and any and all physical and intellectual property rights in and to all of the Property. As a condition of TB releasing any claims against JW related to this matter, JW agrees to sell and transfer to TB all of each of her rights in and to such Property. JW agrees to deliver each and every existing copy of all tangible Property to TB (and permanently delete any electronic copies that can not be transferred), and agrees that she shall not directly or indirectly disclose convey, transfer or assign Property or any Confidential Information to any Third Party, as more fully provided herein.

2.5 It is the intention of the Parties that Confidential Information, as defined herein, shall remain confidential as expressly provided herein below. The Parties expressly acknowledge, agree and understand that the Confidentiality provisions herein and the representations and warranties made by JW herein and the execution by her of the Assignment & Transfer of Copyright are at the essence of this Settlement Agreement and are a material inducement to TB's entry into this Agreement, absent which TB would not enter into this Agreement.

2.6 The Parties wish to avoid the time, expense, and inconvenience of potential litigation, and to resolve any and all disputes and potential legal claims which exist or may exist between them, as of the date of this Agreement, regarding the Claims against JW as relates to JW having allowed, whether intentionally, unintentionally or negligently, anyone to become aware of the existence of and content of the Property, to have gained possession of the Property, and to JW's having engaged in efforts to disclose, disseminate and/or commercially exploit the Images and/or Property and/or Confidential Information, and any harm suffered by TB therefrom.

2.7 These Recitals are essential, integral and material terms of this Agreement, and this Agreement shall be construed with respect thereto. The Parties enter into this Agreement in consideration of the promises, covenants and conditions set forth herein, and for good and valuable consideration, the receipt of which is hereby acknowledged.

NOW, THEREFORE, the Parties adopt the foregoing recitals as a statement of their intent and in consideration of the promises and covenants contained herein, and further agree as follows:

3.0 SETTLEMENT TERMS

3.0.1.1 TB SHALL PAY TO JW \$300,000.00 AS FOLLOWS:

3.0.1.1.1 \$125,000.00 USD upon execution of this Agreement;

3.0.1.1.2 \$75,000.00 USD on the Nine-Month anniversary of execution of this Agreement; and

3.0.1.1.3 \$100,000.00 USD on the Fourteen-Month anniversary of execution of this Agreement;

3.1 Undertakings & Obligations by JW. JW will do each of the following by December 14, 2012:

(a) JW shall execute this Agreement and return a signed copy to TB;

(b) JW shall transfer and/or assign any and all rights in and to the Property to TB (as set forth herein below), and execute an Assignment & Transfer of Copyright, in the form attached hereto, and return a signed copy of same to TB's counsel;

(c) JW shall deliver to TB every existing copy of all tangible Property at issue and originals. JW shall completely divest herself of any and all interest in the subject of dispute. JW shall transfer all physical, ownership and intellectual property rights to TB;

(d) JW shall not, at any time from the date of this Agreement forward, directly or indirectly disclose or disseminate any of the Property or any Confidential Information (including that it exists, and/or confirming any rumors as to any such existence) to any third party, as more fully provided herein.

3.2 Transfer of Property Rights to TB. In further consideration for the promises, covenants and consideration herein, JW hereby transfers and conveys to TB all of JW's respective rights, title and interest in and to the Property, and any and all physical and intellectual property rights related thereto. Without limiting the generality of the foregoing, JW TBs hereby

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sell, assign, and transfer to TB, her successors and assigns, throughout the universe in perpetuity, all of JW entire right, title, and interest (including, without limitation, all copyrights and all extensions and renewals of copyrights), of whatever kind or nature in and to the Property, without reservation, condition or limitation, whether or not such rights are now known, recognized or contemplated, and the complete, unconditional and unencumbered ownership and all possessory interest and rights in and to the Property, which includes, but is not limited to the originals, copies, negatives, prints, positive, proof sheets, CD-roms, DVD-roms, duplicates, outtake and the results of any other means of exhibiting, reproducing, storing, recording and/or archiving any of the Property or related material, together with all rights of action and claims for damages and benefits arising because of any infringement of the copyright to the Property, and assigns and releases to TB any and all other proprietary rights and usage rights JW may own or hold in the copyright and/or Property, or any other right in or to the Property. JW assigns and transfers to TB all of the rights herein granted, without reservation, condition or limitation, and agrees that JW reserves no right of any kind, nature or description related to the Property and contents therein. Notwithstanding the foregoing, if any of the rights herein granted are subject to termination under section 203 of the Copyright Act, or any similar provisions of the Act or subsequent amendments thereof, JW hereby agrees to re-grant such rights to TB immediately upon such termination. All rights granted herein or agreed to be granted hereunder shall vest in TB immediately and shall remain vested in perpetuity. TB shall have the right to freely assign, sell, transfer or destroy the Property as she desires. TB shall have the right to register sole copyright in and to any of the Property with the US Copyright Office. TB shall also have the right, in respect to the Property, to add to, subtract from, change, arrange, revise, adapt, into any and all form of expression or tangible communication, and the right to combine any of the Property with any other works of any kind and/or to create derivative works with any of the Property, and to do with it as she so deems. To the fullest extent allowable under the applicable law, JW shall irrevocably waive and assign to TB any of JW's so-called "moral rights" or "droit moral" (laws for the protection of copyrights outside of the United States), if any, or any similar rights under any principles of law which JW may now have or later have in the Property. With respect to and in furtherance of the above, JW agrees to and shall execute and deliver to TB an "Assignment & Transfer of Copyright", in the form attached hereto as Exhibit "A".

3.2.1 Notwithstanding the foregoing paragraph 3.2, and without in anyway limiting or diminishing from the full transfer and assignment of rights therein without reservation, the Parties understand the purpose of the transfer of rights is to provide TB the fullest possible ability and remedies to prevent and protect against any dissemination of the Property.

3.3 Delivery of the Property to TB. Concurrently upon execution of this Agreement, JW, as applicable, shall deliver to TB, by delivery to his counsel herein, all of the Property which is embodied in tangible form (all originals and duplicates), whether documents, canvasses, paper art, digital copies, letters, prints, electronic data, films, tapes, CD-Roms, DVD-Roms, Images recording tapes, photographs, negatives, originals, duplicates, contact sheets, audio recordings, Images recordings, magnetic data, computerized data, digital recordings, or other recorded medium or any other format of embodying information or data. Without limiting the generality of the foregoing, such tangible Property shall include all documents as defined by California Evidence Code §250 which contain any of the Property. JW represents and warrants that the materials delivered pursuant to the terms of this Paragraph 3.3 comprise the totality of all existing originals and duplicates of all Property in any tangible form, whether within their possession, custody or control, and including otherwise (and that JW knows of no other copies or

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possible or potential copies not in JW's possession and control and delivered pursuant to this paragraph), and that upon such delivery to TB, JW shall not maintain possession, custody or control of any copy of all or any portion of any tangible Property. JW agrees they are the party that possessed the videos given or provided to Gawker, TMZ and other media outlets for publication.

3.3.1 This Agreement is conditioned on JW's compliance with each and every term of Paragraph 3.3 and the personal verification by TB of the Images and that the Images are comprised of and captures the content previously represented to his counsel to exist and be captured therein (i.e., the clear and identifiable as to TB, high quality, graphic intimate content and physical relations between TB and unknown female(s)), all of which terms are essential and material.

4.0 CONFIDENTIALITY & REPRESENTATIONS & WARRANTIES.

4.1 Definition of Confidential Information. "Confidential Information" means and includes each and all of the following:

(a) All *intangible* information pertaining to TB and/or his family and/or friends learned, obtained, or acquired by JW, including without limitation information contained in the property;

(b) All *intangible* information pertaining to the existence and content of the Property;

(i) JW's Representations & Warranties Regarding Prior Disclosures of Tangible Confidential Information

JW shall be responsible for any subsequent public disclosure of any of the Confidential Information (a) attributable directly to her any such future disclosure shall be deemed a breach of this Agreement by JW.

4.2 Representations & Warranties and Agreements.

(a) Representations & Warranties and Agreements By TB. The following agreements, warranties and representations are made by TB as material inducements to JW to enter into this Agreement, and each Party acknowledges that she/he is executing this Agreement in reliance thereon:

(b) TB warrants and represents that, as relates to or in connection with any of JW's attempts to sell, exploit and/or disseminate the Property prior to the date of this Agreement, TB and his counsel will refrain (i) from pursuing any civil action against JW, and/or (ii) absent a direct inquiry from law enforcement, from disclosing JW's name to the authorities. Notwithstanding the foregoing, if TB is informed that or should or if it is believed that either of JW has possession, custody and/or control of any of the Property after the date of this Agreement and/or transferred any copies to any Third Party, and/or it is believed that any of JW, whether directly or indirectly, intends the release, use, display, dissemination, disclosure or exploitation, whether actual, threatened or rumored, of any for the Property, than TB and her counsel shall be entitled to, at TB's sole discretion, (i) contact the respective member of JW, including with legal

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demands and related statements of liability and legal action, and/or (ii) advance a civil action against the respective member of JW, and/or (iii) disclose any of JW's name to the authorities.

4.2.2 Representations & Warranties and Agreements By JW. The following agreements, warranties and representations are made by JW as material inducements to TB to enter into this Agreement, without which TB would not enter into this Agreement and without which TB would not agree to pay any monies whatsoever hereunder, and with the express acknowledgment by that TB is executing this Agreement in reliance on the agreements, warranties, and representations herein which are at the essence of this Agreement, including, the following:

(a) JW agrees and warrants and represents that JW will permanently cease and desist from any efforts to and/or attempting to and/or engaging in and/or arranging the use, License, distribution, dissemination or sale of any of the Confidential Information and/or Property, including the Images created by others, or of any other Images by; Heather Clem and Bubba Todd Clem.

(b) JW agrees and warrants and represents that JW will permanently cease and desist from any posting or dissemination or display of the Confidential Information and/or Property, including the Images (including, but not limited to, to any media outlet, on any blog or posting board, on the Internet, or otherwise);

(c) JW agrees and warrants and represents that JW will permanently cease and desist from using or disseminating or disclosing any information to any Third Persons (including, but not limited to, to any media outlet, on any blog or posting board, on the Internet, or otherwise) about any details of or as to the contents of the Confidential Information and/or Property, including the Images, and/or as to any other personal details of or about or pertaining to TB and/or her family and/or friends;

(d) JW agrees and warrants and represents that JW will permanently cease and desist from and will not, at any time, make any use of or reference to the name, image or likeness of TB in any manner whatsoever, including without limitation, through any print or electronic media of any kind or nature for any purpose, including, but not limited to, on any websites;

(e) JW agrees and warrants and represents that any and all existing copies of the Images and any have been turned over and provided to counsel; and JW further warrants and represents that the only copy of the Images that JW knows of to have ever existed, at any time, has been turned over to TB's counsel pursuant to this Agreement, and the Images and any Property has never been transferred to or existed in any other form, including not in electronic form, nor on any computer, or electronic device and other storage media. JW agrees and warrants they will contact all media outlets with whom they have provided images and request a cease and desist as to their publication;

(f) JW warrants and represents that JW has not provided any copies, whether hard-copy or electronic copies, of the Property to anyone other than her counsel;

(g) JW warrants and represents that the information JW is obligated to provide pursuant to the terms herein will be complete and truthful;

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(h) JW warrants and represents that JW has not knowingly omitted or withheld any information that JW is obligated to provide pursuant to the terms herein;

(i) JW warrants and represents that JW has not assigned nor transferred, either in whole or in part, any purported rights in or to the Images and/or any Property to any other person or entity, other than to TB pursuant to this Agreement.

4.2.3 Agreements By JW Not to Disclose/Use Confidential Information and Not to Disparage TB. As further material inducements for TB to enter into this Agreement, JW agrees, represents and warrants that JW shall not directly or indirectly, verbally or otherwise, publish, disseminate, disclose, post or cause to be published, disseminated, disclosed, or posted (herein "disclose"), any Confidential Information to any person, group, firm or entity whatsoever, including, but not limited to, family members, friends, associates, journalists, media organizations, newspapers, magazines, publications, television or radio stations, publishers, databases, blogs, websites, posting boards, and any other enterprise involved in the print, wire or electronic media, including individuals working directly or indirectly for, or on behalf of, any of said persons or entities ("Third Parties" and/or Third Party"). In no event shall any of JW be relieved of such party's confidentiality obligations herein by virtue of any breach or alleged breach of this Agreement. In no event shall any dispute in connection with this Agreement relieve any of JW from JW's confidentiality obligations arising pursuant to this Agreement, and any disclosure of Confidential Information in connection with any such proceeding or dispute shall constitute a breach of this Agreement, and JW shall use JW's best efforts to prevent the unauthorized disclosure of Confidential Information in connection with any such proceeding or dispute.

4.2.4 Any direct or indirect disclosure of Confidential Information to any Third Party by JW, her representatives, heirs, agents, employees, attorneys, transferors, transferees, successors or assigns, and/or any friend of any of JW (collectively "JW Group"), after the date of this Agreement, shall be deemed a disclosure by JW in breach of the terms of this Agreement, entitling TB to all rights and remedies set forth herein.

4.2.5 JW hereby irrevocably agrees and covenants that JW shall not, directly or indirectly, publicly disparage TB, nor write, publish, cause to be published, or authorize, consult about or with or otherwise be involved in the writing, publication, broadcast, transmission or dissemination of any book, memoir, letter, story, photograph, film, script, Images, interview, article, essay, biography, diary, journal, documentary, or other written, oral, digital or visual account or description or depiction of any kind whatsoever whether fictionalized or not, about TB or her family, whether truthful, laudatory, defamatory, disparaging, deprecating or neutral. JW further warrants and represents that JW has not and will not enter into any written or oral agreement with any third party purportedly requiring or obligating JW to do so.

4.2.6 Agreement By TB Not to Disparage JW. TB hereby agrees and covenants that she shall not, directly or indirectly, publicly disparage JW, nor write, publish, cause to be published, or authorize, consult about or with or otherwise be involved in the writing, publication, broadcast, transmission or dissemination of any book, memoir, letter, story, photograph, film, script, Images, interview, article, essay, biography, diary, journal, documentary, or other written, oral, digital or visual account or description or depiction of any kind whatsoever whether fictionalized or not, about JW's involvement in or connection with (prior to the date of this Agreement), actual or alleged, any efforts to sell, license and/or any other exploitation of the Images and/or Property.

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4.3 Disclosure Of Confidential Information Is Prohibited: JW recognizes and agrees that substantial effort and expense have been dedicated to limit the efforts of the press, other media, and the public to learn of personal and business affairs involving TB. JW further acknowledges that any future disclosure of Confidential Information to any Third Party would constitute a serious and material breach of the terms of this Agreement, and shall constitute a breach of trust and confidence, invasion of privacy, and a misappropriation of exclusive property rights, and may also constitute fraud and deceit. Some of the Confidential Information may also constitute and includes proprietary business information and trade secrets which have independent economic value. JW acknowledges that any unauthorized use, dissemination or disclosure of Confidential Information, or the fabrication and dissemination of false and/or misleading information, about TB, would result in irreparable injury to TB, and would be injurious to a reasonable person, and/or would constitute an injurious violation of the right of privacy or publicity, and/or would be injurious to TB's business, profession, person and/or career. JW acknowledges TB's substantial and valuable property rights and other proprietary interests in the exclusive possession, ownership and use of Confidential Information, and recognizes and acknowledges that such Confidential Information is a proprietary, valuable, special and unique asset which belongs to TB and to which the JW has no claim of ownership or other interest.

4.3.1 Disclosures Permitted By JW. Notwithstanding the foregoing, JW shall only be permitted to disclose Confidential Information to another person or entity only if compelled to do so by valid legal process, including without limitation a subpoena duces tecum or similar legal compulsion, provided that JW shall not make any such disclosure unless JW has first provided TB with notice of such order or legal process not less than ten (10) days in advance of the required date of disclosure pursuant to the Written Notice provisions set forth hereinbelow, providing TB with an opportunity to intervene and with full and complete cooperation should she choose to oppose such disclosure.

5.0 REMEDIES

5.1 TB's Remedies for Breach of Agreement. Each breach or threatened breach (e.g., conduct by JW reflecting that said person intends to breach the Agreement), including without limitation by breach of any representation or warranty, by failing to deliver to TB all tangible Property as required, by the disclosure or threatened disclosure of any Confidential Information to any Third Party by JW (herein "Prohibited Communication"), or otherwise, shall render JW liable to TB for any and all damages and injuries incurred as a result thereof, including but not limited to the following, all of which rights and remedies shall be cumulative:

5.1.1 Disgorgement of Monies: In the event an Arbitrator determines there has been a breach or threatened breach of this Agreement by JW, JW shall be obligated to account to, and to disgorge and turn over to TB any and all monies, profits, or other consideration, or benefits, which JW, or anyone on JW's behalf or at JW's direction, directly or indirectly derive from any disclosure or exploitation of any of the Confidential Information; and

5.1.2 Liquidated Damages: JW agrees that any material breach or violation of this Agreement by any of JW individually or the JW Group by his/their unauthorized disclosure of any of the Confidential Information (as defined in paragraphs 4.1(a), (b), (c), and (d)) to any Third Party, and/or any unauthorized exploitation or prohibited use of the same, and/or by the breach of and/or by any false representations and warranties set forth in this Agreement, and/or any public disparagement of TB by any of JW (collectively, the "LD Breach Terms"), shall

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result in substantial damages and injury to TB, the precise amount of which would be extremely difficult or impracticable to determine, even after the Parties have made a reasonable endeavor to estimate fair compensation for such potential losses and damages to TB. Therefore, in addition to disgorgement of the full amount of all monies or other consideration pursuant to paragraph 5.1.2, in the event an Arbitrator determines there has been a breach of the LD Breach Terms of this Agreement by JW individually or the JW Group, JW shall also be obligated to pay, and agree to pay to TB the sum of Six Hundred Thousand Dollars (\$600,000) as a reasonable and fair amount of liquidated damages to compensate TB for any loss or damage resulting from each breach. The Parties agree that such sum bears a reasonable and proximate relationship to the actual damages which TB will or might suffer from each breach of the terms of this Agreement and that this amount is not a penalty. Alternatively, at TB's sole discretion, TB may seek to recover actual damages proximately caused by each such breach, according to proof. Any other breaches not a LD Breach Terms shall be subject to a claim for actual damages according to proof; and

5.1.3 Injunctive Relief. JW acknowledges and agrees that any unauthorized disclosure to Third Parties of any Confidential Information will cause irreparable harm to TB, which damages and injuries will most likely not be measurable or susceptible to calculation. JW and further acknowledges and agrees that any breach or threatened breach of this Agreement due to the unauthorized disclosure or threatened disclosure by JW to Third Parties, of any Confidential Information shall entitle TB to immediately obtain, either from the Arbitrator or from the Los Angeles Superior Court and/or other court of competent jurisdiction, an *ex parte* issuance of a restraining order and preliminary injunction (herein "Injunctive Relief") without advance notice to any of JW, preventing the disclosure or any further disclosure of Confidential Information protected by the terms hereof, pending the decision of the Arbitrator or Court. The Parties further acknowledge and agree that in connection with any such proceeding, any Party may obtain from the Court or Arbitrator on an *ex parte* application or noticed motion without opposition, an order sealing the file in any such proceeding, and the Parties stipulate to the factual and legal basis for issuance of an order sealing the file in any such proceedings. The rights and remedies set forth in this Injunctive Relief Section are without prejudice to any other rights or remedies, legal or equitable, that the Parties may have as a result of any breach of this Agreement.

5.2 Dispute Resolution. In recognition of the mutual benefits to TB and JW of a voluntary system of alternative dispute resolution which involves binding confidential arbitration of all disputes which may arise between them, it is their intention and agreement that any and all claims or controversies arising between TB on the one hand, and JW on the other hand, shall be resolved by binding confidential Arbitration to the greatest extent permitted by law. Arbitration shall take place before JAMS ENDISPUTE ("JAMS") pursuant to JAMS Comprehensive Arbitration Rules and Procedures (including Interim Measures) ("JAMS Rules") and California law, or before ACTION DISPUTE RESOLUTION SERVICES ("ADRS") pursuant to the ADRS Rules (including Interim Measures) and California law (whichever the claimant elects upon filing an arbitration), in Los Angeles, California, and will be heard and decided by a sole, neutral arbitrator ("Arbitrator") selected either by agreement of the Parties, or if the Parties are unable to agree, then selected under the Rules of the selected arbitration service. The costs and fees associated with any Arbitrator and/or Arbitration service shall be split equally among the parties to any such dispute. The Parties shall have the right to conduct discovery in accordance with the California Code of Civil Procedure Section 1283.05 *et. seq.* and the written discovery requests and results of discovery shall be deemed to constitute Confidential Information. The

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Arbitrator shall have the right to impose all legal and equitable remedies that would be available to any Party before any governmental dispute resolution forum or court of competent jurisdiction, including without limitation temporary, preliminary and permanent injunctive relief, compensatory damages, liquidated damages, accounting, disgorgement, specific performance, attorneys fees and costs, and punitive damages. It is understood and agreed that each of the Parties shall bear his/its own attorneys' fees, expert fees, consulting fees, and other litigation costs (if any) ordinarily associated with legal proceedings taking place in a judicial forum, subject to the Arbitrator's reassessment in favor of the prevailing party to the extent permitted by California law. **Each of the Parties understands, acknowledges and agrees that by agreeing to arbitration as provided herein, each of the Parties is giving up any right that he/she/it may have to a trial by judge or jury with regard to the matters which are required to be submitted to mandatory and binding Arbitration pursuant to the terms hereof. Each of the Parties further understands, acknowledges and agrees that there is no right to an appeal or a review of an Arbitrator's award as there would be a right of appeal or review of a judge or jury's decision.**

6.0 MUTUAL RELEASES

6.1 Except for the rights and obligations of the Parties set forth in this Agreement, TB, for herself, and each of her representatives, agents, assigns, heirs, partners, companies, affiliated companies, employees, insurers and attorneys, absolutely and forever releases and discharges JW, individually, and all of JW's heirs, and JW's attorneys, and each of them ("TB-JW Releasees"), of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs (including attorney's fees), expenses, liens, actions and causes of actions of every kind and nature whatsoever, whether known or unknown, from the beginning of time to the effective date of this Agreement, including without limitation any and all matters, facts, claims and/or defenses asserted or which could have been asserted in the Matter, or which could have been asserted in any other legal action or proceeding, except as may be provided herein (the "TB-JW Released Claims"). Notwithstanding any of the foregoing, for clarity, the operators of any website or media outlet or photo agency, and anyone else who obtained from or who JW gave or transferred to a copy of the Photos and/or Images and/or Property are not included and expressly omitted from the TB-JW Releasees and TB-JW Released Claims.

6.2 Except for the rights and obligations of the Parties set forth in this Agreement, JW, for themselves, and JW's representatives, agents, assigns, heirs, partners, companies, affiliated companies, employees, insurers and attorneys, absolutely and forever release and discharge TB, individually, and each of her representatives, agents, assigns, heirs, partners, companies, affiliated companies, subsidiaries, employees, attorneys, successors, insurers, and each of them ("TB Releasees"), of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs (including attorney's fees), expenses, liens, actions and causes of actions of every kind and nature whatsoever, whether known or unknown, from the beginning of time to the date of this Agreement, including without limitation any and all matters, facts, claims and/or defenses asserted or which could have been asserted in the Action, or which could have been asserted in any other legal action or proceeding (the "JW Released Claims").

6.3 The subject matter referred to in paragraphs 6.1 and 6.2, above (i.e., the TB-JW Released Claims and JW Released Claims), are collectively referred to as the "Released Matters."

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6.4 The Parties hereto, and each of them, hereby warrant, represent and agree that each of them is fully aware of §1542 of the Civil Code of the State of California, which provides as follows:

“A general release TBs not extend to claims which the creditor TBs not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

The Parties, and each of them, voluntarily waive the provisions of California Civil Code § 1542, and any other similar federal and state law as to any and all claims, demands, causes of action, or charges of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected.

6.5 Each of the Parties hereto acknowledges and agrees that this Agreement constitutes a settlement and compromise of claims and defenses in dispute, and shall not be construed in any fashion as an admission of liability by any party hereto.

7.0 CONFIDENTIALITY OF THIS AGREEMENT

The Parties, respectively, shall not to disclose the terms of this Agreement, either directly or indirectly, to the media or to anyone else other than their respective attorneys and representatives and/or as may be required by law. JW may not comment or make any press releases or otherwise discuss the resolution of the subject of this Agreement.

MISCELLANEOUS TERMS

7.1 Entire Agreement. This Agreement constitutes the entire agreement and understanding concerning the Released Matters hereof between the Parties hereto and supersedes any and all prior negotiations and proposed agreement and/or agreements, written and/or oral, between the Parties. Each of the Parties hereto acknowledges that neither they, nor any other party, nor any agent or attorney of any other party has made any promise, representation, or warranty whatsoever, expressed or implied, written or oral, which is not contained herein, concerning the subject matter hereof, to induce it to execute this Agreement, and each of the Parties hereto acknowledges that she/he has not executed this Agreement in reliance on any promise, representation, and/or warranty not contained herein. This Agreement shall be binding on and inure to the benefit of the Parties, the Releasees, and each of their respective successors and assigns and designees.

7.2 California Law & Venue. This Agreement and any dispute or controversy relating to this Agreement, shall in all respects be construed, interpreted, enforced and governed by the laws of the State of California. Venue and jurisdiction with respect to any action, claim or other proceeding, including for equitable relief, arising under or in relation to this Agreement shall be exclusively in the federal and/or state courts and/or arbitration tribunal, as applicable, located in the County of Los Angeles, State of California, West District, or the United States District Court located within the County of Los Angeles, State of California, Central District.

7.3 Attorneys' Fees. In the event of any dispute, action, proceeding or controversy regarding the existence, validity, interpretation, performance, enforcement, claimed breach or threatened breach of this Agreement, the prevailing party in any resulting arbitration proceeding and/or court proceeding shall be entitled to recover as an element of such Party's costs of suit,

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and not as damages, all attorneys' fees, costs and expenses incurred or sustained by such prevailing Party in connection with such action, including, without limitation, legal fees and costs.

7.4 Waivers; Modification. This Agreement cannot be modified or changed except by written instrument signed by all of the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7.5 Notice Provisions. Any notice, demand or request that one Party desires, or is required to give (including service of any subpoena, court pleadings, summons and/or complaint), to the other Party must be promptly communicated to the other Party by using their respective contact information below, by both (i) e-mail or facsimile; and (ii) telephone. Either Party may change his or her contact information by notifying the other Party of said change(s) pursuant to the applicable terms herein.

7.5.1 To TB as follows:

c/o David R. Houston
432 Court Street
Reno, NV 89501
Tel. 775.786.4188

7.5.2 To JW, as follows:

c/o Keith M. Davidson, Esq.
8383 Wilshire Boulevard, Suite 510
Beverly Hills, CA 90211
tel. 323.658.5444

7.6 This Agreement may be executed with one or more separate counterparts, each of which, when so executed shall be deemed to be an original and, together shall constitute and be one and the same instrument. Any executed copies or signed counterparts of this Agreement, the Declaration, and any other documentation may be executed by scanned/printed pdf copies of signatures and/or facsimile signatures, which shall be deemed to have the same force and effect as if they were original signatures.

IN WITNESS WHEREOF, by their signatures below, the Parties each have approved and executed this Agreement as of the effective date first set forth above.

DATED: _____, 2012

TARYN BOSTICK

DATED: _____, 2012

JO WALSH

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ASSIGNMENT & TRANSFER OF COPYRIGHT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **JO WALSH** ("JW"), hereby irrevocably sells, transfers, assigns and conveys to TB ("TB"), throughout the universe and in perpetuity, the full, unencumbered and undivided interest in all of JW's right, title and interest (including, without limitation, all copyrights and all extensions and renewals of copyrights), of whatever kind or nature in and to the Images(s) any and all outtake photo images therefrom (the "Images") and any and all still photos (the "Photos") which capture or feature TB either with JW and/or individually (the Images and Photos and any and all portions thereof or related materials and negative are collectively herein referred to as the "Property" -- as further defined hereinbelow), including, without limitation, any and all derivative works and any portions or variations thereof, in any and all media and formats, whether or not such rights are now known, recognized or contemplated.

The Property includes (in the broadest terms) any and all Images and still images that exist of TB either with JW and/or individually, which were captured or created or acquired in whole or in part by JW at any time prior to the date of this agreement. Said Property includes, but is not limited to, all Images and artistic renditions by TB, with on any medium. For the sake of clarification, the assignment herein includes each and every Images and artistic rendition, without limitation, that JW created or acquired (in whole, or in part with TB) as of the date of this assignment which captures or features TB; and is deemed effective as of the tinge and moment of creation of each of the Images and Photos and the Property and includes any subsequently created derivative works.

This transfer and assignment of rights shall include, but not be limited to, all of the following rights: (a) all rights to register the copyright in the Property with the U.S. Copyright Office; (b) all of JW's consent to and rights to display, publish, disseminate or exploit the Images, Photos and/or Property in any territory of the world, in any and all media, and formats; (c) all domestic and international rights, including without limitation, all rights pursuant to any European Union directives and/or enabling or implementing legislation, laws or regulations; and (d) any and all other rights throughout the universe in perpetuity that JW now has or to which he may become entitled under existing or subsequently enacted United States law, any state law or any foreign laws. No right of any kind, nature or description is reserved by JW.

JW hereby represents and warrants and states under penalty of perjury that JW has not heretofore granted or assigned or transferred, and will not hereafter grant or assign or transfer, any right, license, title or interest in or to the Images, Photos or any of the Property, or any portion thereof, to any person, firm, corporation or other entity other than by this instrument to TB.

This instrument may be executed via facsimile signatures and/or pdf electronic printed copy signatures, any of which shall have the same force and effect as if its were an original signature.

By the signature below, this instrument is deemed approved and executed effective as of the ____ day of _____, 2012.

TARYN BOSTICK

JO WALSH

TB

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