

GLOBAL SETTLEMENT AGREEMENT AND MUTUAL RELEASES

Background

I. This Global Settlement Agreement and Mutual Releases (this “**Agreement**”) is intended to settle and release (A) all claims that have been asserted or could have been asserted in any jurisdiction (including but not limited to the United States, Canada, the state of Washington and the province of British Columbia) by any of the Parties to this Agreement (defined below in Section II) in the two pending lawsuits that involve some of the Parties, as well as (B) all claims threatened by any Party to this Agreement against any other Party to this Agreement. The two pending lawsuits just mentioned are (1) *Marr, et al. v. Novel, Inc., et al.*, No. 12-2-22694-4SEA, King County Superior Court (the “**Marr Case**”), and (2) *Irish v. Novel, Inc., et al.*, No. 12-2-35154-1 SEA, King County Superior Court (the “**Irish Case**”).

II. “**Parties.**” The parties to this Agreement “”consist of the following:

- A.** The “**Marr Plaintiffs,**” a term that includes the four individual plaintiffs in the *Marr Case*, i.e., Mike Marr (“**Marr**”), Garth Bonikowski (“**Bonikowski**”), Gordon Ludlow (“**Ludlow**”) and Akintunde Adegbola (“**Adegbola**”) together with each of their respective spouses or domestic partners (if any), executors, administrators, successors and assigns;
- B.** Novel, Inc., also referred to as Novel, Incorporated (“**Novel**”);
- C.** Daniel Irish (“**Irish**”), including his spouse or domestic partner (if any), executors, administrators, successors and assigns;
- D.** Brayden Olson (“**Olson**”), including his spouse or domestic partner (if any), executors, administrators, successors and assigns;
- E.** Recurrence, Inc., also referred to as Recurrence, Incorporated (“**Recurrence**”);
- F.** Dru Narwani (“**Narwani**”), including his spouse, executors, administrators, successors and assigns;
- G.** Michael O’Brian (“**O’Brian**”), including his spouse, executors, administrators, successors and assigns;
- H.** Nairbo Investments, Inc. (“**Nairbo**”);
- I.** Roderick A. McLean (“**Rod McLean**”), including his spouse, executors, administrators, successors and assigns;
- J.** Joel R. McLean (“**Joel McLean**”), including his spouse, executors, administrators, successors and assigns; and
- K.** McLean Capital Corporation (“**MCC**”).

All of the individuals and entities listed above are collectively referred to as the “**Parties**” to this Agreement or as a “**Party**,” when referenced in the singular. The Parties listed in II.F-K are residents and citizens of Canada. The Party listed in II.C. is a dual citizen of Canada and the United States and resides in Canada. The remaining Parties are residents and citizens solely of the United States.

III. Cessation of Relationships Among Certain Parties. The *Marr* Case arose out of certain relationships among some of the Parties, which have ended. More specifically:

- A. The *Marr* Plaintiffs' Last Day of Employment with Novel.** Each of the *Marr* Plaintiffs was an employee of Novel. Each of the *Marr* Plaintiffs' last day of employment with Novel was April 30, 2012.
- B. Olson's Last Day of Employment with Novel and his Resignation from Novel's Board of Directors.** Olson was an employee of Novel, but his last day of employment with Novel was April 30, 2012. Olson also resigned from Novel's Board of Directors effective April 30, 2012. Olson remains a shareholder of Novel with limited authority to act as a spokesman for Novel, and Olson also is the majority shareholder of Recurrence.
- C. Irish's Separation from Employment with Novel from Novel's Board of Directors.** Irish was employed by Novel. His last day of employment is a matter of dispute among some of the Parties. It is undisputed that as of this signing, Irish is not an employee, is not a member of the Board of Directors, and has no authority to act on Novel's behalf.

IV. Mediation of the *Marr* Case; Global Resolution Among all of the Parties. The parties to the *Marr* Case (i.e., the *Marr* Plaintiffs; Defendants Novel, Irish and Narwani; and Third-Party Defendant Olson) mediated the *Marr* Case on October 25, 2013 with the assistance of counsel for each of these parties. Additional mediated communications occurred thereafter to reach a global resolution of all claims that were or could have been brought in either the *Marr* Case or the *Irish* Case, as well as all claims that any Party to this Agreement has previously threatened or could assert against any other Party as of the date that the first Party executes this Agreement. The *Marr* Plaintiffs, Irish, Narwani, and Olson agreed to each bear one-fourth (1/4) of the costs for the mediator's services, and nothing in this Agreement alters that pre-mediation agreement.

V. Related Agreements Between Certain Parties. In addition to this Agreement, certain Parties to this Agreement have entered into related but independent agreements to address specific issues that affect only those Parties. Those related agreements are (a) an agreement among Irish, Novel, Olson and Recurrence resolving the *Irish* Case; (b) a confession of judgment between Olson and the *Marr* Plaintiffs to secure the consideration to be provided by Olson as part of the resolution of the *Marr* Case; and (c) an agreement by Olson in favor of O'Brian regarding terms for O'Brian, as principal of Novel investor Nairbo, to obtain a contingent interest in the value of Olson's personal shares in Recurrence (the "Related Agreements"). Each of the Related Agreements is independent of this Agreement and of the other Related Agreements. Each Related Agreement obligates, benefits and binds only those persons or entities who are parties to that particular Related Agreement. None of the Related Agreements is a part of this Agreement, and no default or breach of any of the Related Agreements shall impair, invalidate or otherwise affect the validity of this Agreement, or the validity of any other Related Agreement.

Global Agreements

In consideration of the mutual promises made herein, and recognizing the Background above, the Parties hereby agree as follows:

1. Obtaining Corporate Authorization for Novel's Entry into this Agreement.

The Parties understand and agree that Novel currently is an inactive Washington corporation. The Parties recognize that, in order for Novel to enter this Agreement, Novel must obtain proper corporate authorization to enter this Agreement. Olson, as Novel's limited spokesperson, and Novel agree to take proper corporate steps to obtain authorization from Novel shareholders for Novel to enter this Agreement. The other Novel shareholders who are Parties to this Agreement – i.e., Nairbo and MCC, together with their current principals, O'Brian and Joel McLean – agree to support Novel's proper and good faith efforts to obtain corporate authorization for Novel's entry into this Agreement in accordance with Novel's corporate documents and applicable law.

2. Consideration for the *Marr* Plaintiffs on Behalf of Narwani From MCC and Nairbo. In consideration for each of the *Marr* Plaintiffs signing this Agreement and abiding by the promises he makes herein, a total payment of Seventy-Five Thousand and 00/100 U.S. Dollars (\$75,000.00 USD) will be made in two parts by MCC (one-half) and Nairbo (one-half) to the *Marr* Plaintiffs' attorneys, payable to "Frank Freed Subit & Thomas LLP, in trust for the *Marr* Plaintiffs." The *Marr* Plaintiffs' attorneys shall make the following settlement disbursements to each of the *Marr* Plaintiffs from the MCC and Nairbo payments:

Marr	\$10,000.00 USD (gross)
Bonikowski	\$5,200.00 USD (gross)
Ludlow	\$7,666.67 USD (gross)
Adegbola	\$5,120.00 USD (gross)

The remaining \$47,013.33 USD of the MCC and Nairbo payments will be retained by Frank Freed Subit & Thomas LLP as part of the *Marr* Plaintiffs' attorneys' fees and costs.

The MCC and Nairbo payments will be made through separate wire transfers by MCC and Nairbo directly to the trust account for Frank Freed Subit & Thomas LLP no later than five (5) business days after counsel for MCC and Nairbo, Jackson Lewis P.C. (attention: Karen P. Kruse and Sieu K. Che) receives a copy of this Agreement fully executed by all of the other Parties except Novel. (The Parties understand that Novel may not be able to sign this Agreement as promptly as the remaining Parties because of the notice time periods that must be observed under Novel's corporate documents in order for Novel to obtain proper corporate authorization to enter this Agreement, as required by Section 1 of this Agreement.)

3. Consideration From Irish and Olson for the *Marr* Plaintiffs. In further consideration for each of the *Marr* Plaintiffs signing this Agreement and abiding by the promises he makes herein, the *Marr* Plaintiffs will receive the following further consideration from Irish and Olson in accordance with the timeframes outlined below in Sections 3.a-b:

- a. From Irish.** Two payments in the total amount of Forty-Five Thousand and 00/100 U.S. Dollars (\$45,000.00 USD), which will be made payable to the *Marr* Plaintiffs' attorneys, "Frank Freed Subit & Thomas LLP, in trust for the *Marr*

Plaintiffs” (delivered to the attention of Beth Barrett Bloom and Christie J. Fix). The first of these payments from Irish, in the amount of Twenty Thousand and 00/100 U.S. Dollars (\$20,000.00 USD) will be made within 10 calendar days after Irish’s counsel in the *Marr* Case receives a copy of this Agreement fully executed by all of the other Parties, including Novel. The second of these payments from Irish, in the amount of Twenty-Five Thousand and 00/100 U.S. Dollars (\$25,000.00 USD), will be made no later than January 31, 2014. Both of these payments will be characterized as damages and attorneys’ fees and costs to or on behalf of the *Marr* Plaintiffs.

- b. From Olson.** The total amount of Sixty Thousand and 00/100 U.S. Dollars (\$60,000.00 USD), payable in twelve (12) payments of \$5,000 each to be made on or before the fifth day of the month for twelve (12) consecutive months beginning on or before January 1, 2014, which will be made payable to the *Marr* Plaintiffs’ attorneys, “Frank Freed Subit & Thomas LLP, in trust for the *Marr* Plaintiffs” (delivered to the attention of Beth Barrett Bloom and Christie J. Fix). These payments from Olson are secured by the confession of judgment in the Related Agreement between Olson and the *Marr* Plaintiffs, which shall be the *Marr* Plaintiffs’ only recourse in the event of any default in these payments. All of these payments will be characterized as damages and attorneys’ fees and costs to or on behalf of the *Marr* Plaintiffs. Olson will report the full amount of these payments to the IRS on Forms 1099 for the tax year or years to which they apply, with at least one 1099 issued to Frank Freed Subit & Thomas LLP, and at least one 1099 issued to each of the individual *Marr* Plaintiffs.

If Irish or Olson were to default on any of the further consideration payment obligations to the *Marr* Plaintiffs that are required by this Section 3, then the sole remedy under this Agreement by the *Marr* Plaintiffs, and each of them, in relation to such default shall be an action against the defaulting payor to enforce his obligations under this Section 3, and the *Marr* Plaintiffs’ releases herein as to all other Parties shall remain in full force and effect. This provision does not affect any remedy that the *Marr* Plaintiffs may have outside this Agreement, such as under the separate confession of judgment between Olson and the *Marr* Plaintiffs.

4. Consideration from Irish to Nairbo, O’Brian, MCC, Rod McLean, Joel McLean and Narwani. The term “Investor Related Parties” is hereafter used to refer collectively to Nairbo, O’Brian, MCC, Rod McLean, Joel McLean and Narwani. In consideration for Nairbo and MCC having substantially increased the amount of monetary consideration they will provide for the above payments to the *Marr* Plaintiffs, Irish hereby covenants not to sue any of the Investor Related Parties seeking any form of relief against any of them under the April 5, 2012 letter entitled “Terms of Engagement for Daniel Irish” (IRISH -000091-92) that Irish has contended constitutes an indemnity agreement by some of the Investor Related Parties. Irish forever waives and releases any indemnity he has claimed under this April 5, 2012 letter, both as to the claims being settled through this Agreement, and as to any claims that may be asserted in the future by any other creditors of Novel, regardless of the nature of those other creditors’ claims.

5. Consideration to Olson and Recurrence. Olson hereby represents and warrants that he owns a majority of shares in Recurrence. Olson and Recurrence hereby agree and acknowledge that the releases of all claims that they are receiving from the other Parties through Section 7 of this Agreement, and the dismissal with prejudice of the *Marr* Case required by Section 9 of this Agreement, constitute good and valuable non-monetary consideration to Olson and Recurrence for their entry into this Agreement.

6. No Consideration Without Signing this Agreement. Each recipient of monetary or non-monetary consideration under this Agreement understands and agrees that he or it would not receive the money or other consideration specified in Sections 2-5 above except for his or its signature on this Agreement and his or its fulfillment of the promises made herein.

7. Mutual Releases of All Claims. The Parties give the mutual releases below intending to fully settle and release all claims that have been asserted or could have been asserted in the *Marr* Case and/or in the *Irish* Case, in any jurisdiction, whatsoever, including but not limited to the United States, Canada, the state of Washington and the province of British Columbia.

a. Releases From Each of the *Marr* Plaintiffs. Each of the *Marr* Plaintiffs – i.e., *Marr*, *Bonikowski*, *Ludlow* and *Adegbola* – hereby knowingly and voluntarily releases and forever discharges, to the fullest extent permitted by law all of the other Parties from any and all claims that he has or may have against any of those Parties as of the date that each of the *Marr* Plaintiffs signs this Agreement, whether those claims are known or unknown, asserted or unasserted. The releases of claims given by each of the *Marr* Plaintiffs in the preceding sentence also expressly extends to the following “**Releasees**” of each other Party (to the extent such Releasees exist): each other Party’s affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and each other Party’s current and former officers, directors, shareholders, investors, employees, attorneys and agents, as well as each other Party’s employee benefit plans and plan fiduciaries and plan administrators (whether internal or external), both individually and in their official capacities. Each of the *Marr* Plaintiffs’ individual release of all claims against each of the other Parties includes, but is not limited to, any alleged violation of or liability for any of the following:

- i. Federal Law.** Any applicable or potentially applicable federal laws, rules or regulations, including but not limited to (all as amended): Title VII of the Civil Rights Act of 1964; the Employee Retirement Income Security Act of 1974 (“ERISA”) (except for any vested benefits under any tax qualified benefit plan); the Americans with Disabilities Act of 1990 (“ADA”); the Consolidated Omnibus Budget Reconciliation Act (“COBRA”); and any basis for recovering costs, fees or other expenses, including attorneys’ fees incurred in these matters.
- ii. Washington Law.** Any applicable or potentially applicable Washington state or local laws, ordinances, rules or regulations, including but not limited to (all as amended): the Washington Law Against Discrimination,

Chapter 49.60 RCW; any provision of Title 49 of the Revised Code of Washington, including claims for any form of unpaid wages, willful wage withholding, double damages, attorneys' fees and costs and prejudgment interest; any provision of Title 296 of the Washington Administrative Code; and any claim under Washington common law, including but not limited to, breach of contract, express or implied; breach of fiduciary duty; promissory estoppel; wrongful termination; breach of any implied covenant of good faith and fair dealing; intentional or negligent infliction of emotional distress; any other form of negligence; any other tort; and any basis for recovering costs, fees or other expenses, including attorneys' fees incurred in these matters.

- b. Release From Irish.** Irish hereby knowingly and voluntarily releases and forever discharges, to the fullest extent permitted by law all of the other Parties from any and all claims that he has or may have against any of those Parties as of the date that he signs this Agreement, whether those claims are known or unknown, asserted or unasserted. The release of claims given by Irish in the preceding sentence also expressly extends to the following **"Releasees"** of each other Party (to the extent such Releasees exist): each other Party's affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and each other Party's current and former officers, directors, shareholders, investors, employees, attorneys and agents, as well as each other Party's employee benefit plans and plan fiduciaries and plan administrators (whether internal or external), both individually and in their official capacities. Irish's individual release of all claims against each of the other Parties includes, but is not limited to, any alleged violation of or liability for any of the following:
- i. Federal Law.** Any applicable or potentially applicable federal laws, rules or regulations, including but not limited to (all as amended): Title VII of the Civil Rights Act of 1964; the Employee Retirement Income Security Act of 1974 ("ERISA") (except for any vested benefits under any tax qualified benefit plan); the Americans with Disabilities Act of 1990 ("ADA"); the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); and any basis for recovering costs, fees or other expenses, including attorneys' fees incurred in these matters.
 - ii. Washington Law.** Any applicable or potentially applicable Washington state or local laws, ordinances, rules or regulations, including but not limited to (all as amended): the Washington Law Against Discrimination, Chapter 49.60 RCW; any provision of Title 49 of the Revised Code of Washington, including claims for any form of unpaid wages, willful wage withholding, double damages, attorneys' fees and costs and prejudgment interest; any provision of Title 296 of the Washington Administrative Code; and any claim under Washington common law, including but not limited to, breach of contract, express or implied; breach of fiduciary duty; promissory estoppel; contribution or indemnity; wrongful termination; breach of any implied covenant of good faith and fair dealing;

misappropriation of trade secrets or conversion of intellectual or other property; intentional or negligent infliction of emotional distress; any other form of negligence; any other tort; and any basis for recovering costs, fees or other expenses, including attorneys' fees incurred in these matters.

- c. **Release From Olson.** Olson hereby knowingly and voluntarily releases and forever discharges, to the fullest extent permitted by law all of the other Parties from any and all claims that he has or may have against any of those Parties as of the date that he signs this Agreement, whether those claims are known or unknown, asserted or unasserted. The release of claims given by Olson in the preceding sentence also expressly extends to the following **"Releasees"** of each other Party (to the extent such Releasees exist): each other Party's affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and each other Party's current and former officers, directors, shareholders, investors, employees, attorneys and agents, as well as each other Party's employee benefit plans and plan fiduciaries and plan administrators (whether internal or external), both individually and in their official capacities. Olson's individual release of all claims against each of the other Parties includes, but is not limited to, any alleged violation of or liability for any of the following:
- i. **Federal Law.** Any applicable or potentially applicable federal laws, rules or regulations, including but not limited to (all as amended): Title VII of the Civil Rights Act of 1964; the Employee Retirement Income Security Act of 1974 ("ERISA") (except for any vested benefits under any tax qualified benefit plan); the Americans with Disabilities Act of 1990 ("ADA"); the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); and any basis for recovering costs, fees or other expenses, including attorneys' fees incurred in these matters.
 - ii. **Washington Law.** Any applicable or potentially applicable Washington state or local laws, ordinances, rules or regulations, including but not limited to (all as amended): the Washington Law Against Discrimination, Chapter 49.60 RCW; any provision of Title 49 of the Revised Code of Washington, including claims for any form of unpaid wages, willful wage withholding, double damages, attorneys' fees and costs and prejudgment interest; any provision of Title 296 of the Washington Administrative Code; and any claim under Washington common law, including but not limited to, breach of contract, express or implied; breach of fiduciary duty; promissory estoppel; contribution or indemnity; wrongful termination; breach of any implied covenant of good faith and fair dealing; misappropriation of trade secrets or conversion of intellectual or other property; intentional or negligent infliction of emotional distress; any other form of negligence; any other tort; and any basis for recovering costs, fees or other expenses, including attorneys' fees incurred in these matters.

- d. Release From Novel.** Novel hereby knowingly and voluntarily releases and forever discharges, to the fullest extent permitted by law all of the other Parties from any and all claims that it has or may have against any of those Parties as of the date that its authorized representative signs this Agreement, whether those claims are known or unknown, asserted or unasserted. The release of claims given by Novel in the preceding sentence also expressly extends to the following “**Releasees**” of each other Party (to the extent such Releasees exist): each other Party’s affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and each other Party’s current and former officers, directors, shareholders, investors, employees, attorneys and agents, as well as each other Party’s employee benefit plans and plan fiduciaries and plan administrators (whether internal or external), both individually and in their official capacities. The releases of all claims against each of the other Parties given by Novel includes, but is not limited to, any alleged violation of or liability for any of the following:
- i. Federal Law.** Any applicable or potentially applicable federal laws, rules or regulations, and any basis for recovering costs, fees or other expenses, including attorneys’ fees incurred in these matters.
 - ii. Washington Law.** Any applicable or potentially applicable Washington state or local laws, ordinances, rules or regulations, including but not limited to: any claim under Washington common law, including but not limited to, breach of contract, express or implied; promissory estoppel; contribution or indemnity; breach of any implied covenant of good faith and fair dealing; misappropriation of trade secrets or conversion of intellectual or other property; breach of fiduciary duty; fraud or negligent misrepresentation; any other tort; and any basis for recovering costs, fees or other expenses, including attorneys’ fees incurred in these matters.
- e. Release From Recurrence.** Recurrence hereby knowingly and voluntarily releases and forever discharges, to the fullest extent permitted by law all of the other Parties from any and all claims that it has or may have against any of those Parties as of the date that its authorized representative signs this Agreement, whether those claims are known or unknown, asserted or unasserted. The release of claims given by Recurrence in the preceding sentence also expressly extends to the following “**Releasees**” of each other Party (to the extent such Releasees exist): each other Party’s affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and each other Party’s current and former officers, directors, shareholders, investors, employees, attorneys and agents, as well as each other Party’s employee benefit plans and plan fiduciaries and plan administrators (whether internal or external), both individually and in their official capacities. The releases of all claims against each of the other Parties given by Recurrence includes, but is not limited to, any alleged violation of or liability for any of the following:

g. Releases From Nairbo and MCC. Nairbo and MCC each hereby knowingly and voluntarily releases and forever discharges, to the fullest extent permitted by law all of the other Parties from any and all claims that either of them has or may have against any of those Parties as of the date that each of their authorized representatives signs this Agreement, whether those claims are known or unknown, asserted or unasserted. The releases of claims given by Nairbo and MCC in the preceding sentence also expressly extends to the following “**Releasees**” of each other Party (to the extent such Releasees exist): each other Party’s affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and each other Party’s current and former officers, directors, shareholders, investors, employees, attorneys and agents, as well as each other Party’s employee benefit plans and plan fiduciaries and plan administrators (whether internal or external), both individually and in their official capacities. The releases of all claims against each of the other Parties given by MCC and Nairbo includes, but is not limited to, any alleged violation of or liability for any of the following:

- i. Federal Law.** Any applicable or potentially applicable federal laws, rules or regulations, and any basis for recovering costs, fees or other expenses, including attorneys’ fees incurred in these matters.
- ii. Washington Law.** Any applicable or potentially applicable Washington state or local laws, ordinances, rules or regulations, including but not limited to: any claim under Washington common law, including but not limited to, breach of contract, express or implied; promissory estoppel; contribution or indemnity; breach of any implied covenant of good faith and fair dealing; misappropriation of trade secrets or conversion of intellectual or other property; breach of fiduciary duty; fraud or negligent misrepresentation; any other tort; and any basis for recovering costs, fees or other expenses, including attorneys’ fees incurred in these matters.

8. Representations and Warranties. As material inducements for other Parties to enter into this Agreement, each of the Parties individually represents and warrants that he or it has not individually or collectively filed any charges, complaints or claims of any kind against any of the other Parties or Releasees with or before any court, administrative office or other tribunal.

9. Dismissal with Prejudice of the *Marr* Case. Within five (5) business days of receiving all Parties’ signatures on this Agreement, counsel for the *Marr* Plaintiffs shall submit to the Court a stipulation and order of dismissal of the *Marr* Case with prejudice and without costs or attorney’s fees to any party in the *Marr* Case, in substantially the form attached as Exhibit A.

10. Governing Law and Interpretation. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington without regard to its conflict of laws provisions. Should any provision of this Agreement except its mutual releases be declared illegal or unenforceable by any court of competent jurisdiction, and if this Agreement cannot be

modified to be enforceable, then such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

11. Non-admission of Wrongdoing. The Parties agree that neither this Agreement nor their mutual furnishing of consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by any Party of any liability or unlawful conduct of any kind.

12. Amendment. This Agreement may not be modified, altered or changed except upon express written consent of all Parties in writing and signed by all Parties wherein specific reference is made to this Global Settlement Agreement and Mutual Releases.

13. Entire Agreement. This Agreement sets forth the entire global agreement between all of the Parties hereto and fully supersedes any prior agreements or understandings between all of the Parties hereto. However, this Agreement is in addition to and does not supersede any of the Related Agreements, which exist independently of this Agreement.

14. Enforcement. In the event any suit or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and mutually agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its reasonable attorneys' fees and costs of the suit, which shall be fixed by the judge hearing the case, and such fees shall be included in the judgment. The Parties specifically understand and mutually agree that no default or breach of this Agreement by any one Party or Parties shall impair, invalidate or otherwise affect the enforceability of this Agreement or the contractual rights of any non-breaching Party, including but not limited to the consideration to and from the non-breaching Parties and the mutual releases between the non-breaching Parties. This enforcement provision shall be strictly construed to permit a suit or other proceeding only against the breaching Party or Parties.

15. Joint Preparation. The Parties have negotiated this Agreement at arms' length, and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is, therefore, deemed to have been jointly prepared by the Parties, and any uncertainty or ambiguity existing in it shall not be interpreted against any Party, but rather shall be interpreted according to the applicable rules generally governing the interpretation of contracts.

16. Counterparts. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Copies of such signed counterparts may be used in lieu of the originals for any purpose.

THE PARTIES, FREELY AND KNOWINGLY, AFTER DUE CONSIDERATION, ENTER INTO THIS GLOBAL SETTLEMENT AGREEMENT AND THESE MUTUAL RELEASES INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS THAT EACH PARTY HAS OR MIGHT HAVE AGAINST OTHER PARTIES OR RELEASEES.

Date: _____

Mike Marr

Date: _____
Garth Bonikowski

Date: _____
Gordon Ludlow

Date: _____
Akintunde Adegbola

Date: _____
Daniel Irish

Date: _____
Brayden Olson

NOVEL, INC.:

Date: _____
By: _____
Name: _____
Its: _____

RECURRENCE, INC.:

Date: _____
By: _____
Name: _____
Its: _____

Date: _____
Dru Narwani

Date: _____
Michael O'Brian

NAIRBO INVESTMENTS, INC.:

Date: _____
By: _____
Name: _____
Its: _____

McLEAN CAPITAL CORPORATION:

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

Roderick A. McLean

Date: _____

Joel R. McLean

EXHIBIT A

THE HONORABLE TIMOTHY A. BRADSHAW

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

MIKE MARR, <i>et al.</i> ,)	Case No. 12-2-22695-4 SEA
)	
Plaintiffs,)	STIPULATION AND
)	[PROPOSED] ORDER OF DISMISSAL
v.)	WITH PREJUDICE
)	
NOVEL, INC., <i>et al.</i>)	[Clerk’s Action Required]
)	
Defendants.)	
)	

STIPULATION

All parties to this action, by and through their counsel of record, hereby stipulate that any and all claims he or it has in this action against any other party herein should be dismissed with prejudice and without attorneys’ fees or costs to any party.

The parties therefore respectfully request that this Court enter the below order of dismissal with prejudice and without attorneys’ fees or costs to any party.

RESPECTFULLY SUBMITTED this ____ day of _____, 2013.
STOKES LAWRENCE, P.S. FRANK FREED SUBIT & THOMAS LLP

By: _____	By: _____
Matthew L. Harrington, WSBA #33276	Beth Barrett Bloom, WSBA #31703
Attorneys for Defendant Dan Irish	Christie J. Fix, WSBA #40801
	Attorneys for Plaintiffs

1 JACKSON LEWIS P.C.

PERKINS COIE, L.L.P.

2 By: _____

3 Karen P. Kruse, WSBA #19857
4 Sieu K. Che, WSBA #40422
5 Attorneys for Defendant, Dru Narwani

By: _____

6 Jeff Hanson, WSBA #34871
7 Ryan Spear, WSBA #39974
8 Attorneys for Defendant Brayden
9 Olson

10 IMPACT LAW GROUP PLLC

11 By: _____

12 Jonah O. Harrison, WSBA #34576
13 Sage A. Linn, WSBA #31841
14 Caitlin S. DiMotta, WSBA #42427
15 Attorneys for Defendant Novel, Inc.

1 **ORDER**

2 Based upon the foregoing stipulation of the parties, it is hereby:

3 ORDERED that any and all claims that any party to this action has against any other
4 party to this action are hereby DISMISSED WITH PREJUDICE and without attorneys' fees or
5 costs to any party.

6 DATED this _____ day of _____, 2013.

7
8
9 THE HONORABLE TIMOTHY A. BRADSHAW

10 Presented by:

Approved as to Form; Notice of Presentation
Waived:

11 STOKES LAWRENCE, P.S.

FRANK FREED SUBIT & THOMAS LLP

12 By: _____
13 Matthew L. Harrington, WSBA #33276
14 Attorneys for Defendant Dan Irish

By: _____
15 Beth Barrett Bloom, WSBA #31703
16 Christie J. Fix, WSBA #40801
17 Attorneys for Plaintiffs

JACKSON LEWIS P.C.

PERKINS COIE, L.L.P.

18 By: _____
19 Karen P. Kruse, WSBA #19857
20 Sieu K. Che, WSBA #40422
21 Attorneys for Defendant, Dru Narwani

By: _____
22 Jeff Hanson, WSBA #34871
23 Ryan Spear, WSBA #39974
24 Attorneys for Defendant Brayden
25 Olson

IMPACT LAW GROUP PLLC

26 By: _____
27 Jonah O. Harrison, WSBA #34576
28 Sage A. Linn, WSBA #31841
Caitlin S. DiMotta, WSBA #42427
Attorneys for Defendant Novel, Inc.