



SETTLEMENT AGREEMENT

This Agreement is entered into by and between XCENTRIC VENTURES, LLC and EDWARD MAGEDSON ("Xcentric") and QED MEDIA GROUP, LLC, ROBERT RUSSO dba Defendmyname.com now known as DEFEND MY NAME LLC, and INTERNET DEFAMATION LEAGUE, LLC ("QED") (collectively referred to hereinafter as "the Parties").

WHEREAS, Xcentric filed a lawsuit against QED in the United States District Court for the District of Arizona, 2:07-CV-00954-NVW and QED filed counterclaims against Xcentric (the "Lawsuit"); and

WHEREAS, The Parties deny the claims asserted against them; and

WHEREAS, the Parties desire to settle their differences, subject to the terms stated below; and

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the parties agree as follows:

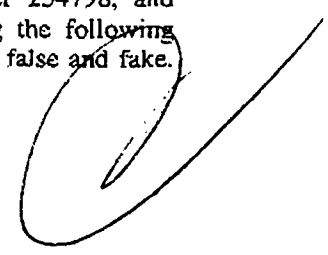
1. DEFINITIONS.

- a. **EFFECTIVE DATE.** Without regard to the execution date of this Agreement, the effective date ("Effective Date") of this Agreement by which all terms, rights and obligations become effective shall be May 15, 2009.
- b. **THE WEBSITE.** For purposes of this Agreement, the term "The Website" means the website located at tipoffreport.com;

2. TERMS. The Parties agree, as of the Effective Date:

- a. Within Fourteen (14) business days after the Effective Date, QED will pay to Xcentric the sum of Eleven Thousand dollars (\$11,000) in the form of a cashier's check;
- b. On the Effective Date, QED will execute a promissory note for the principal sum of Ninety Thousand dollars (\$90,000) which will be in the form attached as Exhibit "A";
- c. Within Twenty-four (24) business days after the Effective Date, Xcentric will update the titles of Report number 311070, Report number 254798, and Report number 261756 posted on the Website by injecting the following words into the beginning of the title: "Notice: This report is false and fake."

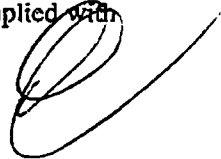
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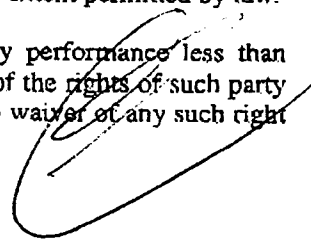
The following report has been determined to be not true because of the nature of its content and because the author would not respond to verify the accuracy of the facts in the report." When the Report titles are updated, the title tags will automatically update, but certain cached pages may take longer than 10 days to update. Xcentric will take no steps to prevent or delay the updating of the title tags.

- d. Within Twenty-four (24) business days after the Effective Date, or within five days of receipt of the content from QED, whichever is later, Xcentric will insert into the beginning of the body of Report number 311070, Report number 254798, and Report number 261756 up to 250 words of content provided by QED. If the content disparages or insults Rip-off Report or Xcentric, Xcentric may refuse to post it until it is modified by QED to remove any such disparaging or insulting content. The content can not link to any other website;
- e. For a period of twenty-four (24) months from the Effective Date, Xcentric will monitor incoming reports for any reports concerning QED. If a new report is submitted regarding QED, Xcentric will contact the author & QED and attempt to verify whether the author is or was an actual customer of QED. If the author can not prove to the reasonable satisfaction of Xcentric that he or she is or was an actual customer of QED, the report will not be posted; if a new report is submitted by a currently existing customer of Xcentric, it will not be posted even if the author is a client or former client of QED; The Parties agree to attempt in good faith to resolve any disagreements as to this provision via mediation, under the mediation procedures of the American Arbitration Association.
- f. QED agrees that it will not advertise or claim that it does, will or has the capability of, removing Rip-off Reports. The Parties recognize that QED does not control its affiliates' marketing strategies, QED further agrees that it will not solicit affiliates to so advertise or claim.
- g. Upon the Effective Date, QED will provide Xcentric with any bank name(s), bank location(s) and bank account number(s) in their possession that were owned or used by William Stanley as well as the address of at least one property that, to the best of QED's knowledge, William Stanley owns or resides in.
- h. QED agrees to send to Dean Robertson of Gust Rosenfeld PLC, an original copy of the transcript of John Brewington from this matter in QED's possession – the Parties hereby acknowledge that this has been complied with as of May 1, 2009.



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3. **RELEASES.** The acknowledgements and performances required under this Agreement shall constitute full and complete settlement for any/all past acts of the parties:
 - a. Xcentric hereby releases each of QED MEDIA GROUP, LLC, ROBERT RUSSO, DEFEND MY NAME LLC, and INTERNET DEFAMATION LEAGUE, LLC ("QED"), from any and all claims they may have against QED relating to the issues in the Lawsuit and/or the subject matter of this Agreement that were entered into or occurred prior to the Effective Date; and
 - b. QED hereby release Xcentric, and each of them, from all claims they may have against Xcentric relating to the issues in the Lawsuit and/or the subject matter of this Agreement that were entered into or occurred prior to the Effective Date;
4. **DISMISSAL OF LAWSUIT.** Upon receipt of the Eleven Thousand Dollar (\$11,000) payment provided in Section 2(a) of this Settlement Agreement, , the Parties shall execute and Xcentric shall file a stipulation to dismiss the Lawsuit with prejudice. In the event that QED fails to submit to Xcentric the payment of Eleven Thousand Dollars (\$11,000) provided in Section 2(a) of this Settlement Agreement within Fourteen (14) business days of the Effective Date, Xcentric shall have the option of either (1) enforcing this Settlement Agreement and Promissory Note or (2) continuing with the Lawsuit (i.e., not dismissing the Lawsuit). If Xcentric opts to continue the Lawsuit, the Settlement Agreement and Promissory Note are null and void.
5. **QED DEFAULT ON PROMISSORY NOTE AND FAILURE TO CURE.** In the Event of Default, as that term is defined in the Promissory Note, all commitments and obligations of Xcentric set forth in this Agreement shall cease. Xcentric may, upon an Event of Default, remove any content on the Website that was posted by Xcentric pursuant to this Agreement.
6. **GENERAL TERMS.**
 - a. **SEVERABILITY.** In the event a court of competent jurisdiction finds that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, said provision shall be deemed severed and the same shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. Further, it is the intent of the parties hereto that the court apply a rule of reasonableness, if appropriate and permissible by law, to construe or modify any provision in question so that it will remain in effect to the greatest extent permitted by law.
 - b. **NO WAIVER.** Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions herein. No waiver of any such right

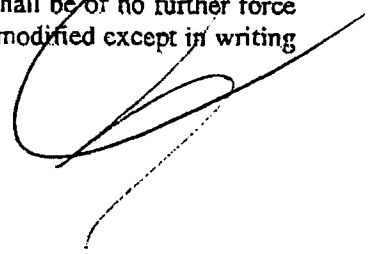


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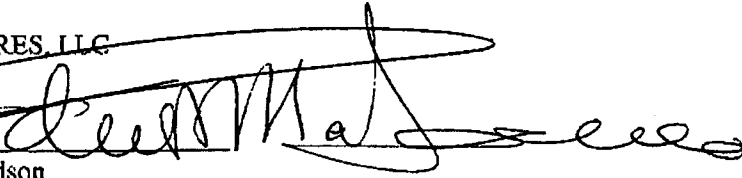
hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

- c. SUCCESSORS AND TRANSFERABILITY. This Agreement shall bind the parties and their respective successors, assignees, heirs, privies, executors, administrators, employees, officers, directors, agents and attorneys.
- d. CURING A BREACH. If a report is posted on the Website without the verification provided for in Paragraph 2(e), QED shall notify Xcentric by email at editor@ripoffreport.com with a copy to mcs@jaburgwilk.com and a copy to dgg@jaburgwilk.com. Xcentric will have ten days from the date of the notice to cure the breach.
- e. LAW, JURISDICTION AND VENUE. The construction and enforcement of this Agreement shall be governed by Arizona law. All parties agree to submit to the jurisdiction of the state and federal courts of the State of Arizona for all purposes with respect to this Agreement, and agree that Arizona shall be the proper venue for hearing any dispute related to this Agreement. The rule of contract construction that provides that ambiguities are resolved against the drafter shall not apply to any provisions of this Agreement.
- f. COUNTERPARTS. This Agreement may be executed by facsimile signature and in one or more counterparts, each of which shall be considered an original, but all of which, when taken together, shall constitute one and the same document.
- g. AUTHORIZATION. Each of the undersigned warrants that he or she has authority to enter into this Agreement on behalf of themselves and all members of the party for whom he or she signs. The Parties represent that performance of all the terms of this Agreement does not and will not breach any agreement it or they currently has or have with any other party.
- h. ENTIRE AGREEMENT. The provisions of this Agreement collectively constitute the entire agreement between the parties hereto regarding all lawsuits and the contested items within them between the Parties prior to the Effective Date. Any prior negotiations, correspondence, or understandings relative to the subject matter within the metes and bounds of this Agreement are deemed to be replaced by this Agreement and shall be of no further force or effect. This Agreement may not be amended or modified except in writing executed by all of the parties hereto.

AGREED TO this 15th day of May, 2009.

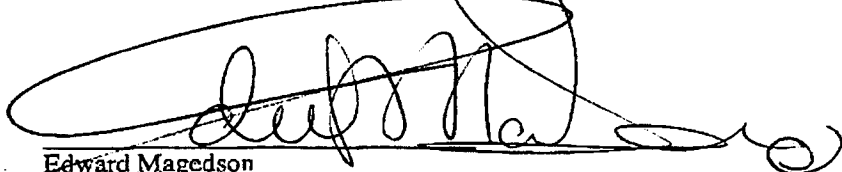


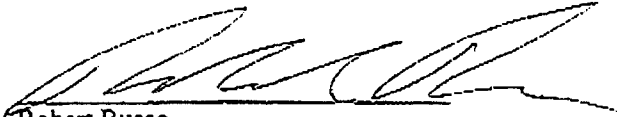
XCENTRIC VENTURES, LLC

By: 
Edward Magedson

QED MEDIA GROUP, LLC

By: 
Robert Russo


Edward Magedson


Robert Russo