

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

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TAP ADVISORS LLC,

Plaintiff,

Index No.: 152345/13

-against-

**STIPULATION OF  
SETTLEMENT**

THE GERSON GROUP, LLC and RUSS D. GERSON  
d/b/a THE GERSON GROUP,

Defendants.

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**IT IS HEREBY STIPULATED AND AGREED** by and between all parties herein as

follows:

1. The undersigned counsel hereby warrant and represent that they have full authority to enter into this Stipulation and by their signatures bind the parties they represent to all terms herein.

2. Facsimile signatures on this Stipulation are the equivalent of original signatures and this Stipulation may be signed in multiple counterparts and each shall be deemed an original for all purposes.

3. Defendant The Gerson Group LLC (the "Gerson Group") shall pay to Plaintiff the total sum of fifty thousand dollars (\$50,000) in four (4) installment payments as follows, with each payment to be made by check payable to "TAP Advisors LLC" and sent by hand or overnight courier to TAP Advisors, 152 West 57th Street, 34th Floor, New York, NY 10019: (i) fifteen thousand dollars (\$15,000) on October 15, 2013; (ii) five thousand dollars (\$5,000) on November 15, 2013; (iii) ten thousand dollars (\$10,000) on December 15, 2013; (iv) ten thousand dollars (\$10,000) on January 15, 2013 and (v) ten thousand dollars (\$10,000) on February 15, 2014.

4. In consideration of the above payments, the above captioned matter shall be deemed discontinued with prejudice as to Russ D. Gerson and as against the Gerson Group without prejudice.

5. In the event that the Gerson Group defaults under paragraph 3 of this Stipulation (a "Default") and does not cure such Default within ten days, Plaintiff may, with no further notice being necessary, enter judgment with the New York County Clerk against the Gerson Group for the sum certain amount of \$50,000 plus interest thereon at the statutory rate of 9% from the date of default less all payments made by the Gerson Group.

6. Should the Gerson Group fails to make the initial payment under this Stipulation, Plaintiff shall have the option in its sole discretion to (i) enter judgment against the Gerson Group pursuant to paragraph 5 of this Stipulation in which case any dismissal pursuant to paragraph 4 shall also stand, or (ii) to recommence prosecution of this action as if this Stipulation had never been executed.

7. This Stipulation shall be binding upon and inure to the benefit of the parties hereto and their respective affiliates, parent companies, subsidiaries, heirs, directors, officers, shareholders, executors, administrators, members, assigns, successors in interest, purchasers, legal representatives and all persons and entities holding any interest in or acting as an agent for any party hereto.

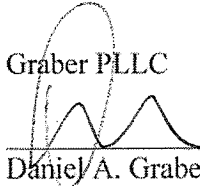
8. This Stipulation constitutes the entire understanding and agreement between the parties. This Stipulation may not be changed or modified, except by a writing signed by the parties hereto.

9. All parties to this Stipulation will bear their own costs and attorneys' fees related to the Action and this Stipulation.


10. This Stipulation shall be governed by and construed under the laws of the State of New York and the Supreme Court, New York County, shall retain jurisdiction for purposes of its enforcement.

11. The parties hereto and their attorneys as agents represent and warrant that: (a) they have read and fully understand the terms of this Stipulation and agree to be legally bound by it; (b) they execute this Stipulation with full knowledge of any and all rights which they may have; and (c) they have full and complete authority to make the agreement provided herein and to execute this Stipulation on behalf of their clients.

Dated: New York, New York  
September 20, 2013

By:   
Graber PLLC  
Daniel A. Graber  
Attorneys for Plaintiff  
1040 Avenue of the Americas, 11<sup>th</sup> Floor  
New York, New York 10018

Dated: New York, New York  
September 20, 2013

By:   
The Abramson Law Group, PLLC  
Howard Wintner  
Attorneys for Defendants  
570 Lexington Avenue, 23<sup>rd</sup> Floor  
New York, New York 10022