

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT (“Agreement”) is entered into as of the date last signed below (the “Effective Date”) by and between Scottsdale Capital Advisors Corporation (“Scottsdale”), on the one hand, and, Morninglightmountain, LLC and Michael Goode (“Goode”) (collectively the “Goode Parties”) on the other hand. Scottsdale and the Goode Parties are each a “Party,” and are referred to herein collectively as the “Parties”.

RECITALS

- A. On April 17, 2017, the Goode Parties published an article about Scottsdale, entitled “FINRA fines Scottsdale Capital Advisors \$1.5 million” (“April Article”)
- B. On June 14, 2017, the Goode Parties published an article that contained statements about Scottsdale, entitled “SEC Sues Alpine Securities, continuing a run of bad news for owner John Hurry” (“June Article”). The June Article and the April Article are referred to collectively herein as the “Articles.”
- C. A dispute arose between the Parties relating to the Articles. Scottsdale filed a Complaint against the Goode Parties in Kalamazoo County Circuit Court in the State of Michigan (Case No. 18-0153-CZ), which the Goode Parties appealed to the Court of Appeals for the State of Michigan (Docket No. 348702) (collectively, the “Action”).
- D. The Parties desire to settle the Action and all claims that were or could have been asserted in the Action by the Parties. For purposes of this Agreement, the term “Action” refers to the claim and causes of action that were asserted or could have been asserted in the lower court and/or the court of appeals in connection with the Articles. To that end, the Parties have made this Agreement according to the terms, conditions and provisions hereof.

For good and valuable consideration, the receipt and adequacy of which is hereby expressly acknowledged, and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Warranties & Representations

1.1 The Parties each expressly represent and warrant that they are authorized to execute this Agreement, and that this Agreement has been negotiated and drafted jointly by the Parties, and the terms, conditions and provisions of this Agreement shall be construed only according to their fair import and shall not be construed for or against any Party hereto.

1.2 The Parties each represent and warrant that they have not assigned, transferred, or conveyed any of their respective rights, claims or causes of action relating to the Action, and expressly waive all rights they may have to do so.

1.3 The Parties each represent and warrant that they are unaware of any other person or entity with any claim, interest, or standing concerning the matters described in the Action other than the Parties to this Agreement.

1.4 The Parties each represent and warrant that they have been represented by legal counsel with respect to the negotiation, terms, and execution of this Agreement, and/or have knowingly and freely decided not to consult with legal counsel regarding this Agreement.

2. Terms of Settlement

2.1 All of the foregoing "Recitals" and "Warranties and Representations" are incorporated by reference into the "Terms of Settlement" section of this Agreement as though fully set forth herein.

2.2 This Agreement is executed as a compromise of disputed claims, liability for which is expressly denied by the Parties. By entering into this Agreement, the Parties do not admit any wrongdoing or liability, nor do the Parties intend it to be construed as such.

2.3 In consideration of the terms, conditions and releases in this Agreement, the Parties agree to dismiss the Action with prejudice, with each Party to bear its own attorneys' fees and costs.

2.4 In consideration of the terms, conditions and releases contained in this Agreement, Scottsdale, on behalf of itself and its representatives, successors, assigns, members, officers, directors, employees, agents, attorneys, predecessors, insurers, affiliates, subsidiaries, parents, partners, stockholders, shareholders, servants, receivers, and trustees fully release and forever discharge the Goode Parties, and their respective representatives, relatives, successors, assigns, members, officers, directors, employees, agents, attorneys, predecessors, insurers, affiliates, subsidiaries, parents, partners, stockholders, shareholders, servants, receivers, trustees, of and from any and all obligations, liabilities, claims, demands, causes of action, and suits related in any fashion to the Action, including but not limited to all damages, losses, claims, demands, judgments, attorneys' fees, experts' fees, court costs, and expenses of every kind, liabilities, obligations, actions, and causes of action whatsoever related to the Action and the Articles.

2.5 In consideration of the terms, conditions and releases contained in this Agreement, the Goode Parties, on behalf of themselves and their respective representatives, relatives, successors, assigns, members, officers, directors, employees, agents, attorneys, predecessors, insurers, affiliates, subsidiaries, parents, partners, stockholders, shareholders, servants, receivers, and trustees, fully release and forever discharge Scottsdale, and its representatives, relatives, successors, assigns, members, officers, directors, employees, agents, attorneys, predecessors, insurers, affiliates, subsidiaries, parents, partners, stockholders, shareholders, servants, receivers, trustees, of and from any and all obligations, liabilities, claims, demands, causes of action, and suits related in any fashion to the Action, including but not limited to all damages, losses, claims, demands, judgments, attorneys' fees, experts' fees, court costs, and expenses of

every kind, liabilities, obligations, actions, and causes of action whatsoever related to the Action and the Articles.

2.6 The Parties agree that each of them shall take such further action and execute such further documents, if any, which may be necessary or appropriate to implement this Agreement according to its terms.

2.7 If, after the date of this Agreement, any provision hereof is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and the remainder of the Agreement shall remain enforceable and not affected thereby.

2.8 This Agreement shall not be altered, modified or amended except by written agreement signed by the Parties.

2.9 This Agreement has been reached through negotiations between the Parties and shall not be construed against the "drafter" of the same. The Parties have used their own judgment in entering into this Agreement.

2.10 With respect to its subject matter, including without limitation all matters incorporated herein by reference, this Agreement is a complete integration and final expression of the Parties' rights and duties, and there are no other agreements or understandings between the Parties, oral or otherwise, other than as stated in this Agreement.

2.11 The Parties shall provide notice to each other of any claimed breach of this Agreement. After notice of an alleged breach is provided, the allegedly breaching Party shall have five (5) calendar days to cure the noticed, alleged breach or default.

2.12 Any notice provided under this Agreement may be made by Overnight Delivery or personal delivery to the following locations:

For the Goode Parties:
Joseph E. Richotte, Esq.
Stoneridge West Bldg.
41000 Woodward Ave.
Bloomfield Hills, MI 48304
richotte@butzel.com


For Scottsdale:
Charles J. Harder, Esq.
Harder LLP
132 S. Rodeo Drive, Fourth Floor
Beverly Hills, CA 90212
charder@harderllp.com

2.13 This Agreement may be executed in any number of counterparts. All counterparts are deemed to constitute one and the same instrument, and each counterpart is deemed to be an original of that instrument.

2.14 The Settlement Agreement is made in Michigan and is governed by and construed in accordance with Michigan law.

Dated: 1/2/20

Scottsdale Capital Advisors Corp.

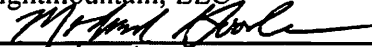


By: Arthur Quintero

Title: President

Dated: 6 January 2020

Morninglightmountain, LLC



By: Michael Goode

Title: Member

Dated: 6 January 2020

Michael Goode

