SETTLEMENT AGREEMENT AND RELEASE

1. This Agreement covers all understandings between CHARLES BALDWIN (hereinafter referred to as "Plaintiff," a term which includes Plaintiff's successors, beneficiaries, assigns, personal representatives, and heirs), and PROVEN METHODS SEMINARS, LLC d/b/a NATIONAL GRANTS CONFERENCES, a Florida Corporation, and IRENE MILIN (hereinafter collectively referred to as "Defendants," a term which includes each and every officer, director, employee, agent, parent corporation or subsidiary, affiliate or division, its successors, assigns, beneficiaries, servants, legal representatives, insurers and heirs).

2. For and in consideration of the promises outlined in Paragraph 3 of this Agreement, Plaintiff agrees as follows:

A. To settle any and all claims and actions of any nature whatsoever between Plaintiff and Defendants and release and forever discharge Defendants of and from all and any manner of actions, causes of actions, suits, rights to attorney fees, debts, claims and demands whatsoever in law or equity by reason of any matter, cause or thing whatsoever, and particularly, but without limitation of the foregoing general terms, by reason of any claims or actions arising from Plaintiff's employment or separation from employment with Defendants, or related to the transactions or matters which are the subject matter of the lawsuit CASE NO.:09-81165-CIV-DIMITROULEAS, pending in the United States District Court for the Southern District of Florida, including without limitation any claims arising from any alleged violation of any and all federal, state, or local laws, including the Employee Retirement Income Security Act of 1974, the Civil Rights Acts of 1866, 1871, 1964, and 1991, the Rehabilitation Act of 1973, the Fair Labor Standards Act, the Equal Pay Act of 1963, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Occupational Safety and Health Act, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, the Older Workers' Benefit Protection Act, and the Florida Civil Rights Act. This is not a complete list, and Plaintiff waives and releases all similar rights and claims under all other federal, state and local discrimination provisions and all other statutory and common law causes of action relating in any way to Plaintiff's employment or separation from employment with Defendants, or otherwise, and whether such claims are now known or unknown to Plaintiff, from the beginning of the world to the effective date of this Agreement, except that this release does not compromise, waive, or prejudice any claims for unemployment compensation benefits consistent with Florida Statute §443.041(1), or any claims arising from work-place injuries, including but not limited to claims for worker's compensation benefits or worker's compensation relief consistent with Florida Statutes §440.21. However, Plaintiff represents that he did not suffer an injury during his employment with Defendants.

B. To facilitate the dismissal of CASE NO.: 09-81165-CIV-DIMITROULEAS, pending in the United States District Court for the Southern District of Florida, by filing a Stipulation of Dismissal with Prejudice and providing this Agreement to the Court for review and approval.

C. To agree and acknowledge that this settlement is the full and final resolution of a disputed claim and does not constitute an admission by Defendants of any violation of any federal, state, or local statute or regulation, or any violation of any of Plaintiff's rights or of any duty owed by Defendants to Plaintiff.

D. Not to disclose the existence of this claim or contents of this Agreement to anyone except the attorney representing Plaintiff in this matter, Plaintiff's tax advisors (who, in turn, shall also agree not to disclose this Agreement to any third parties) as compelled by force of law, or as required during any unemployment compensation proceedings.

3. For and in consideration of the promises outlined in Paragraph 2 of this Agreement, Defendants agree to pay total consideration in the amount of $8,000.00, which represents $2,000.00, less applicable withholdings, in consideration for Plaintiff's alleged unpaid overtime wages and $2,000.00 in consideration of Plaintiff's liquidated damages, $500.00 in costs and $3,500.00 in attorney's fees incurred in connection with CASE NO.: 09-81165-CIV-DIMITROULEAS, which sums shall be paid to Plaintiff's Counsel to be held in Shavitz Law Group Trust Account until the Court approves the Settlement Agreement and enters an Order of Dismissal.

Plaintiff agrees that if it is later determined by the Internal Revenue Service that taxes of any type should have been deducted from the payments being made hereunder, Plaintiff will indemnify and hold Defendants harmless and assume any and all liability for any taxes, interest, or penalties assessed on this settlement.

4. In exchange for the consideration above, Defendants release Plaintiff from any and all claims, charges, actions and causes of action of any kind or nature that Defendants once had or now has, whether arising out of Plaintiff's employment or otherwise, and whether such claims are now known or unknown to Defendants from the beginning of the world to the date of these presents, except for any defenses to those claims excepted from the release being provided by Plaintiff in Paragraph 2A above.

5. Defendants agree not to disclose the existence or contents of this Agreement to any prospective employer of Plaintiff. If Defendants is contacted by any prospective or current employer of Plaintiff, they shall only confirm dates of employment only, and job position, but shall not make disparaging remarks about or against Plaintiff.

6. In the event that Plaintiff or Defendants commence an action for damages, injunctive relief, or to enforce the provisions of the Agreement, the prevailing party in any such action shall be entitled to an award of its reasonable attorneys' fees and all costs including appellate fees and costs, incurred in connection therewith as determined by the court in any such action.

7. Plaintiff and Defendants agree that this Settlement Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft the agreement, the parties agree that the Agreement shall be construed as if the parties jointly prepared it

so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

8. This Agreement supersedes all prior agreements and understandings between Plaintiff and Defendants. No cancellation, modification, amendment, deletion, addition, or other changes in this Agreement or any provision hereof or any right herein provided shall be effective for any purpose unless specifically set forth in a subsequent written agreement signed by Plaintiff and an authorized representative of Defendants.

9. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement and all other valid provisions shall survive and continue to bind the parties.

10. The law governing this Agreement shall be that of the United States and the State of Florida.

DATE:_____ Signature:_____
CHARLES BALDWIN, Plaintiff

PROVEN METHODS SEMINARS, LLC D/B/A NATIONAL GRANTS CONFERENCES

DATE: 2/1/10 Signature:_____
Its:

DATE: 2/1/10 Signature:_____
IRENE MILIN

DATE: 1/20/2010

Signature: _____
CHARLES BALDWIN, Plaintiff

PROVEN METHODS SEMINARS, LLC D/B/A
NATIONAL GRANTS CONFERENCES

DATE: _____

Signature: _____
Its: _____

DATE: _____

Signature: _____
IRENE MILIN