

**SETTLEMENT
AND RELEASE AGREEMENT**

This Settlement and Release Agreement (“Agreement”) is entered into effective this _____ day of August 2021 by and between George Platt (“Platt”), 3D Systems, LLC (“3D Systems”) (collectively, “Plaintiffs”), Scott Martin (“Martin”), ElluminAI LLC (“ElluminAI”) (collectively, “Defendants”), and Frost & Associates, LLC (the “Frost Firm”), (singularly, “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, 3D Systems and ElluminAI entered into a “Contract Agreement” effective in or about June, 2020 in which ElluminAI agreed to provide goods and services to 3D Systems (the “Contract”); ~~and~~

WHEREAS, a dispute arose from the performance of the Contract; and

WHEREAS, the Plaintiffs, formerly represented by the Frost Firm, filed a Complaint in Fairfax County Circuit Court against the Defendants with Case Number CL21-0744 (the “Lawsuit”) for breach of contract, violation of the Virginia Consumer Protection Act, business conspiracy, and constructive fraud; and

WHEREAS the Defendants filed a Motion for Sanctions in the Lawsuit against the Plaintiffs and the Frost Firm; and

WHEREAS, the Parties desire to resolve their disputes and memorialize their negotiated Agreement terms as set forth below.

NOW THEREFORE, in consideration of the mutual promises and releases contained herein, the Recitals set forth above, which are incorporated herein by reference, and for other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing Recitals are incorporated as if fully set forth herein.
2. **Payment.** Upon execution of this Agreement by the Parties, the Frost Firm and the Plaintiffs shall promptly, and in no event more than seven (7) calendar days following execution of this Agreement, deliver to the Defendants’ Counsel, Jeffrey L. Rhodes of McInroy, Rigby & Rhodes, LLP at 2111 Wilson Boulevard, Suite 850 Arlington, Virginia 22201 certified funds in the combined amount of Seven Thousand Dollars and no cents (\$7,000.00) payable to Martin (the “Settlement Funds”) to be held in escrow by the Defendants’ counsel and not tendered to Martin until Defendants’ counsel’s prompt receipt from Plaintiffs’ counsel of a copy of a date stamped fully executed final order to the Court dismissing the Lawsuit with prejudice. To fund the settlement payment, the Frost Firm shall tender Three Thousand Five Hundred Dollars and no cents, and the Plaintiffs shall tender Three Thousand Five Hundred Dollars and no cents.

3. **Dismissal of Lawsuit.** Concurrent with execution of this Agreement by the Parties and the receipt of the Settlement Funds by Defendants' counsel, and subject to the provisions in paragraph 2 above, the Parties authorize and direct their respective counsel to endorse an Order dismissing the Lawsuit with prejudice as settled and to promptly present the Order to the Court for entry. An exemplar of the Order contemplated by this provision is attached as Exhibit A.

4. **Mutual Releases.** Upon execution hereof and the receipt of the Settlement Funds by Defendants' counsel, each Party hereby irrevocably and unconditionally forever releases, remises, acquits and discharges the other Parties and their agents, directors, sureties, officers, representatives, and assigns, from any and all claims, obligations, losses, costs, claims for attorneys' fees, or other causes of action relating to their prior relationship, the Contract and the Lawsuit, including all rights and obligations under the Contract which Contract is otherwise rendered null and void by this Mutual Release, and any other claims or causes of action, now or previously existing, which any Party may have against a Party or Parties hereto, whether presently known or unknown, through the date of execution hereof. This release does not extend to this Agreement or the executory obligations herein, which survive this release and which are fully enforceable.

5. **Entire Agreement.** Except as otherwise provided in this Agreement, this Agreement reflects the entire agreement among the Parties and no statements, promises, or inducements made by any other Party or any respective agent thereof that are not contained herein shall be valid or binding, unless in writing and executed by all Parties hereto. This Agreement may not be modified except by a written document which is executed by the Parties hereto. Irrespective of the applicability of the Statute of Frauds to this Agreement, the Parties further specifically agree that they may not orally agree to waive the writing requirement set forth in this Paragraph.

6. **No Admission of Liability.** This Agreement and the consideration stated herein are made solely to resolve the Lawsuit as between the Parties and shall not be construed to be an admission of any liability or wrongdoing by any Party, an admission of the truth of any fact, nor a declaration against interest of any Party. The Parties expressly acknowledge that all claims resolved under this Agreement were disputed and that by resolving them the Parties are merely compromising those claims.

7. **No Contra Proferentum Defense.** The Parties hereto acknowledge that they participated in the negotiations and drafting of this Agreement and the exhibit hereto and waive the defense of *contra proferentum*, i.e., that this Agreement may be construed against any Party as the drafter thereof.

8. **Breach of Settlement Agreement.** In the event that any Party hereto breaches this Agreement, the breaching party shall pay to the non-breaching Party all expenses and costs necessary to enforce this Agreement, including reasonable attorney's fees and costs.

9. Other provisions.

a. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all Parties hereto. Facsimile or PDF signatures to this Agreement are acceptable as originals.

b. In further consideration of the promises and releases herein recited, the Parties acknowledge and warrant to each other that they have not assigned to any person or entity all or any portion of any claim, demand or action such Party may have or may have had related to the Contract and/or Lawsuit.

c. The headings in this Agreement are for convenience of reference only and are not a material part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and date first written above.

Witness the following signatures and seals as of the date first written above:

3D Systems, LLC

By: _____ (Seal)
George Platt
Owner and Manager, 3D Systems, LLC

George Platt (Seal)

Scott Martin (Seal)

Glen Frost (Seal)

ElluminAI, LLC

By: _____ (Seal)
Scott Martin
Owner and Manager, ElluminAI, LLC

By: _____ (Seal)
James Casey
Member, ElluminAI, LLC

Frost & Associates, LLC

By: _____ (Seal)
Glen Frost
Owner and Manager, Frost & Associates, LLC

EXHIBIT A

VIRGINIA:

IN THE CIRCUIT COURT FOR FAIRFAX COUNTY

GEORGE PLATT, <i>et al.</i> ,	:	
	:	
Plaintiffs,	:	
v.	:	Case No. CL2021-744
	:	
GEORGE MASON UNIVERSITY, <i>et al.</i> ,	:	
	:	
Defendants.	:	

ORDER OF DISMISSAL

THIS CAUSE CAME BEFORE THE COURT upon the joint request of Plaintiffs, George Platt and 3D Systems, LLC (“Plaintiffs”) by its undersigned counsel, Co-Defendants, Scott Martin and ElluminAI, LLC (the “Defendants”), by their undersigned counsel, Defendant George Mason University, by its undersigned counsel, and Glen Frost, Esq., and Frost & Associates, LLC, who were direct and adverse parties to the Defendants’ Motion for Sanctions, by their undersigned counsel, to dismiss the above proceedings against all parties as settled and compromised.

IT APPEARING TO THE COURT based on the representation of counsel for the Plaintiffs, counsel for the Defendants, and counsel for Frost & Associates, LLC, that the claims and issues asserted in the above proceedings and Defendants’ Motion for Sanctions have been settled and compromised; and it further

APPEARING TO THE COURT that David J. Gogal and the law firm Blankingship & Keith are entering their appearance in this case on behalf of Glen Frost, Esq., and Frost & Associates, LLC in order to consummate settlement of this case and join in the entry of this Final Order; in consideration of which, it is hereby

ORDERED that the above proceedings are dismissed with prejudice as settled and compromised; and it is

FURTHER ORDERED that the Defendants' Motion for Sanctions is dismissed with prejudice as settled and compromised.

THIS ORDER IS FINAL.

Entered: _____

Judge, Circuit Court of Fairfax County

WE ASK FOR THIS:

GEORGE PLATT and 3D SYSTEMS, LLC

Robert J. Cunningham, Jr. (VSB #27547)
Ian G. Roy (VSB #93743)
REES BROOME, PC
1900 Gallows Road, Suite 700
Tysons Corner, VA 22182
Tel: (703) 790-1911
Fax No. (703) 848-2530
Email: rcunningham@reesbroome.com
Email: iroy@reesbroome.com
Counsel for Plaintiffs

SEEN AND AGREED:

SCOTT MARTIN and ELLUMINAI, LLC

Jeffrey L. Rhodes, Esq. (#44475)
McInroy, Rigby & Rhodes, LLP
2111 Wilson Blvd., Ste. 850
Arlington, VA 22201
Phone: (703) 596-4040
Email: jrhodest@mcinroyrigby.com
*Counsel for Defendants Scott Martin
and ElluminAI, LLC*

SEEN AND AGREED:

FROST & ASSOCIATES, LLC and GLEN FROST, ESQ.

David J. Gogal (VSB #28815)
BLANKINGSHIP & KEITH, P.C.
4020 University Drive, Suite 300
Fairfax, Virginia 22030
(703) 691-1235 (telephone)
(703) 691-3913 (facsimile)
dogal@bklawva.com
Counsel for Frost & Associates, LLC

SEEN AND AGREED:

GEORGE MASON UNIVERSITY

David Garnett Drummey
Senior Assistant Attorney General
Eli Schlam
Assistant Attorney General

And Specials Counsels for the
Defendant George Mason University
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Counsel for George Mason University