

B. WHEREAS a certain occurrence is alleged to have taken place on or about October 3, 2008, when Plaintiffs allege that a Ramsey power saw manufactured by RAMSEY and sold to Plaintiffs by Defendants Matthew H. and Jenna M. Lincoln caused injury to Plaintiffs (hereinafter referred to as the “Occurrence”); and

C. WHEREAS Plaintiffs have investigated the facts relevant to the Action and all other matters pertaining to the dispute between Plaintiffs and RAMSEY and have reviewed and revised this Settlement Agreement to the full extent that they and their attorneys deem necessary;

D. WHEREAS Plaintiffs and RAMSEY desire to enter into this Settlement Agreement in order to settle and discharge any and all claims that are or might have been the subject matter of the Action; and

E. WHEREAS Plaintiffs and RAMSEY do not intend to settle with or release Defendants Matthew H. or Jenna M. Lincoln, who are not parties to this Settlement Agreement, and Plaintiffs have not completed their investigation of facts as to the Lincoln defendants; and

F. WHEREAS Plaintiffs and RAMSEY intend for these Recitals to be a part of their binding agreement and are incorporated into the Settlement Agreement,

NOW THEREFORE, the parties to this Agreement agree as follows:

1.0 RELEASE AND DISCHARGE

1.1 CONSIDERATION: In consideration of the payment set forth in Section 2.0 of this Settlement Agreement, receipt of which Plaintiffs hereby acknowledge, Plaintiffs, for themselves and their executors, successors, and assigns, as well as for all others who may or do have an interest in this matter, hereby completely release and forever discharge RAMSEY, and all others involved in the design, manufacture, distribution, sale, or repair of the product that forms the subject matter of the Action, from all past, present, or future claims, demands,

obligations, actions, and causes of actions, whether now known or unknown, including, but not limited to, claims for personal injury, pain and suffering, mental anguish and distress, loss of consortium, property damage, economic loss or expenses, lost wages, lost profits, lost rents, loss of good will, attorney's fees, penalties, sanctions, and consequential damages of any nature whatsoever, whether based on tort, subrogation, contract, quasi-contract, detrimental reliance, or any other theory of recovery or responsibility, that Plaintiffs now have or could have had or that may hereafter accrue or otherwise be acquired, which arise out of or are in any way connected with the Action or any fact underlying it or its resolution.

1.2 CHANGE OF LAW OR FACTS: Plaintiffs expressly acknowledge that other, new, or supplemental information or causes of action that either may now exist or that may arise or become known in the future could cause them to evaluate the underlying facts or their positions in the Action differently than they have been evaluated as of the date of this Settlement Agreement. Plaintiffs expressly agree, and specifically assume the risk, that if facts with respect to the matters covered by this Settlement Agreement are found hereafter to be other than, in addition to, or different from, the facts now believed or assumed to be true by either or all parties, this Settlement Agreement shall nonetheless remain in full force and effect.

1.3 RELEASED PARTIES: This release and discharge by Plaintiffs shall apply to and inure to the benefit of RAMSEY, its past, present, and future officers, directors, attorneys, agents, servants, representatives, employees, subsidiaries, insurers, affiliates, partners, predecessors and successors in interest, and assigns and all other persons and entities involved in the design, manufacture, sale (except the sale from Matthew H. and Jenna M. Lincoln to Plaintiffs), or repair of the product that forms the subject matter of the Action, including all firms or corporations with whom any of the foregoing have been, are now, or may hereafter be

affiliated (collectively referred to hereafter as “RAMSEY”), which specifically excludes Matthew H. and Jenna M. Lincoln.

2.0 PAYMENT: The total settlement is the sum of Five Hundred Thousand Dollars and no cents (\$500,000.00), payable as follows: the present value sum of Five Hundred Thousand Dollars and no cents (\$500,000.00) payable to the Law Offices of Emily A. Evans, PC and Rikki and Susan H. Terry, the reasonableness and sufficiency of which sums is hereby acknowledged.

3.0 ADEQUATE CONSIDERATION – DENIAL OF LIABILITY: Plaintiffs agree and acknowledge that the payment set forth in Section 2.0 of this Settlement Agreement ("settlement sum") will be made in full, complete, final, and binding compromise and satisfaction of matters involving disputed issues, regardless of whether too much or too little may have been paid; that payment of the settlement sum by RAMSEY is not and shall not be considered an admission by them of, and they specifically deny, any liability, fault, responsibility, or wrongdoing; that no past or present wrongdoing, fault, responsibility or liability on the part of any of RAMSEY shall be implied by such payment or negotiation; and such payment is being made to eliminate further cost of defending this action. Furthermore, this is a settlement that, pursuant to Rule 408 of the South Carolina Rules of Evidence, is inadmissible in any other court proceeding.

4.0 MEDICAL BILLS, LIENS, AND OTHER POTENTIAL RIGHTS FOR REIMBURSEMENT

4.1 RESPONSIBILITY FOR SATISFACTION OF ALL LIENS: Each Plaintiff represents and warrants that all bills, costs, or liens resulting from or arising out of such Plaintiff's alleged injuries, the Action, or the Occurrence are Plaintiff's responsibility to pay. Each Plaintiff agrees to assume responsibility for satisfaction of any and all rights to payment, claims or liens, of any kind, that arise from or are related to payments made or services provided

to such Plaintiff or on such Plaintiff's behalf, and expenses, costs, or fees incurred in connection with the claims asserted by such Plaintiff related to such Plaintiff's alleged injuries, the Action, or the Occurrence including, without limitation, all subrogation claims, liens, or other rights to payment relating to medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer, or other person or entity. Each Plaintiff will indemnify, defend and hold RAMSEY harmless from any and all such claims, liens, and rights to payment, known or unknown. Specifically, if any governmental entity, or anyone acting on behalf of any governmental entity, seeks multiple damages, including double damages, or any other damages from RAMSEY relating to payments by such governmental entity, or anyone acting by contract for such governmental entity, relating to such Plaintiff's alleged Injuries, the Action, or the Occurrence, each Plaintiff will indemnify the RAMSEY for, and hold the RAMSEY harmless from, any and all such damages, claims, and rights to payments, including any attorney's fees, sought by such entities.

4.2 PROCEDURE AS TO PLAINTIFFS WHO HAVE OR WILL HAVE RECEIVED MEDICARE/MEDICAID / GOVERNMENTAL PAYMENTS: If a Plaintiff has received payments from Medicare, a Medicare intermediary or carrier, Medicaid, any other federal or state or state governmental agency or entity; or any other entity operating under contract with any of the previously mentioned entities (collectively "Governmental Entities"), then as CONDITIONS PRECEDENT to the payment of consideration set forth herein, Plaintiffs and Plaintiffs' Counsel agree as follows:

(4.2.1) Notice of Settlement.

Plaintiffs and Plaintiffs' Counsel agree to provide the RAMSEY's attorney (Thomas A. Limehouse, Jr.) with a copy of all letters or other written correspondence from Plaintiffs'

Counsel notifying Governmental Entities that Plaintiffs' claims arising from the Actions and based on the Occurrence have settled.

(4.2.2) Satisfaction of Lien or Withholding.

Plaintiffs and Plaintiffs' Counsel further agree to provide to the RAMSEY's attorney ONE of the following:

(i) A copy of all letters from Governmental Entities stating all liens related to Plaintiffs' injuries and/or treatment arising from the Occurrence have been finally and completely satisfied; OR

(ii) A letter from each Plaintiff's Counsel to the RAMSEY's attorney (Thomas A. Limehouse, Jr.,) stating that Plaintiff's Counsel will withhold from the settlement monies an amount sufficient to satisfy any potential Governmental Entities' liens for past payments related to such Plaintiff's injuries and/or treatment arising from the Occurrence, and that the monies so withheld will be used solely for the purpose of satisfying of any Governmental Entities' liens until all such liens have been finally and completely satisfied.

(4.2.3) Insufficient Withholding.

If the amount withheld under 3.2.2(ii) proves to be insufficient to finally and completely satisfy all Governmental Entities' liens and set aside requirements, each Plaintiff and Plaintiffs' Counsel agrees to indemnify, and hold the RAMSEY harmless from any and all damages, claims and rights to payment, including any attorney's fees, from Governmental Entities.

4.3 PROCEDURE AS TO PLAINTIFFS WHO HAVE NOT RECEIVED MEDICARE/MEDICAID/GOVERNMENT PAYMENTS: If any Plaintiff has not yet received payments from Governmental Entities, then as CONDITIONS PRECEDENT to the payment of consideration set forth herein, such Plaintiff and Plaintiff's Counsel agree to as follows:

(4.3.1) No Governmental Benefits.

Each Plaintiff, where applicable, shall represent and warrant that he/she has not received any federal or other governmental medical assistance, vocational rehabilitation services or other benefits of any type related to such Plaintiff's injuries and/or treatment arising from the Occurrence.

(4.3.2) No Knowledge of Subrogation Claims or Liens.

Each Plaintiff and his or her Counsel, where applicable, further represents and warrants that he/she is aware of no subrogation claims, liens, or claims by Governmental Entities for payment of any type of character by reason of any condition or injuries related to such Plaintiff's injuries and/or treatment arising from the Occurrence.

(4.3.3) Certification of No Liens.

Each Plaintiff and his or her Counsel agree to provide to the RAMSEY's attorney a letter from such Plaintiff's counsel certifying such Plaintiff's Counsel has exercised due diligence and, to the best of his/her knowledge, no liens of any Governmental Entities exist.

4.4 DUE DILIGENCE OF PLAINTIFFS' COUNSEL: Plaintiffs' Counsel promises to exercise due diligence in identifying, without limitation, all subrogation claims and liens relating to medical treatment or lost wages of their clients and will, further, disclose the results of such diligence, in a letter to RAMSEY's counsel (Thomas A. Limehouse, Jr.,), and represent that Plaintiffs will satisfy all identified subrogees or lienholders from settlement proceeds.

5.0 ATTORNEYS' FEES, COSTS, AND LIENS: The parties to this Agreement and their counsel represent and warrant that all legal expenses, bills, costs, or contingency fee agreements resulting from or arising out of their representation by any attorney in relation to the Action or the Occurrence are the parties' sole responsibility to pay, and that any liens based on any legal expenses, bills, costs, or contingency fee agreements incurred as a result of the

Actions or the Occurrence will be satisfied by each party who retained its/their counsel. The parties agree that they will indemnify, defend, and hold the others harmless from any such claims.

6.0 CONFIDENTIALITY: Plaintiffs and their attorneys represent, warrant, and agree that they, and every person employed or retained by them who has any knowledge of this Settlement Agreement or of any release or waiver referred to herein, shall keep STRICTLY CONFIDENTIAL the amount of the settlement and agree not to disclose or publicize to any other party, person, entity, or organization, any of the terms of this Settlement Agreement or make any characterization thereof, and expressly agree to provide no publicity concerning any terms of this Settlement Agreement, except as required by law. In the event that Plaintiffs or their attorneys receive a legal demand for information, by subpoena or otherwise, Plaintiffs and/or their attorneys shall immediately, but in no event later than seventy-two (72) hours thereafter, notify counsel for RAMSEY and Thomas A. Limehouse, Jr., of the existence of the demand.

7.0 INDEMNIFICATION: Plaintiffs agree to defend, hold harmless, and indemnify RAMSEY from all claims, demands, subrogation obligations, actions, liens, and causes of action asserted by or on behalf of any other person, firm, lienholder, subrogation carrier or entity, against RAMSEY, for any loss, injury, or payment of any kind arising out of any event alleged in the Action.

8.0 NON-DISPARAGEMENT: Each party to this Agreement agrees that each will not express (orally or in writing) any disparaging or unfavorable remarks, comments, or criticisms with regard to: (a) RAMSEY and/or its directors, officers [or] executives, or any affiliated person or entity, concerning any action taken or statement made by any of them prior to the date of this Agreement, including but not limited to any positions taken or expressed, orally

or in writing. Each party to this Agreement further agrees that each will refrain from engaging in any publicity or any other activity that damages or impairs, or could damage or impair, the business, goodwill or reputation of the other concerning any action taken or statement made by any of them prior to the date of this Agreement, including but not limited to any position taken or expressed, orally or in writing. The parties to this Agreement acknowledge and agree that this prohibition extends to statements written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors, or advisory board of directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), and clients.

9.0 DELIVERY OF DISMISSAL WITH PREJUDICE AND OTHER DOCUMENTS: Plaintiffs shall execute a stipulation of dismissal, with prejudice, of all of their claims against RAMSEY—with the parties agreeing that Plaintiffs' claims against Defendants Matthew H. and Jenna M. Lincoln are not to be dismissed---in the Action, each party to bear his, her, or its own costs. Delivery of the executed dismissal with prejudice and this Settlement Agreement shall be made to Thomas A. Limehouse, Jr., Esquire, counsel for RAMSEY. Plaintiffs also agree to cooperate fully and use best efforts to execute any and all supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

10.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT: In entering into this Settlement Agreement, Plaintiffs represent that enter it on their own free wilol and that they are aware of the legal and income tax consequences of this Settlement Agreement, that the terms of this Settlement Agreement have been completely read by them and their attorneys; that the terms of this Settlement Agreement are fully understood and voluntarily accepted by

Plaintiffs; that they have had the opportunity to consult with their attorneys with respect to this Settlement Agreement and they have explained it to Plaintiffs' satisfaction; and that they are executing this Settlement Agreement of their own free act and deed.

11.0 ACKNOWLEDGMENT THAT SETTLEMENT AGREEMENT WAS NOT DRAFTED BY ONE PARTY: The parties agree that no one party drafted this Settlement Agreement, that the Settlement Agreement is the result of negotiation and a mutual decision between the parties, and that it is not to be interpreted against any party.

12.0 NON-RELIANCE AND TAX CONSEQUENCES: No party to this Settlement Agreement relies or has relied on any statement, representation, omission, inducement, or promise of any other party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Settlement Agreement, except as expressly provided for herein. Further, the parties acknowledge that this agreement may have tax or other consequences, and they are not relying on any other party for advice or communications as to any potential consequences. This Agreement is enforceable regardless of its tax consequences. The Parties make no representations regarding the Agreement's tax consequences.

13.0 RETURN OR DESTRUCTION OF DOCUMENTS AND THINGS OBTAINED IN DISCOVERY: At the conclusion of this litigation, all documents and things produced by the Plaintiffs and RAMSEY—including all copies made of the documents and things, including those given to third parties including but not limited to experts and consultants—will be returned to the other party within 90 days after dismissal of the Action in its entirety.

14.0 WARRANTY OF CAPACITY TO ENTER INTO AGREEMENT AND EXECUTE RELEASE AND NO PRIOR ASSIGNMENT OF RIGHTS OR THIRD-PARTY BENEFICIARIES: Plaintiffs represent and warrant that no other person or entity or

third-party beneficiary has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement. Plaintiffs expressly represent and warrant that they have the sole and exclusive authority to execute this Settlement Agreement and receive the settlement specified in it; and that Plaintiffs have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement. The parties agree that this Agreement is not for the benefit of any party other than those who have entered into this Agreement and gives no rights or remedies to any third party.

15.0 ENTIRE SETTLEMENT AGREEMENT AND SUCCESSORS IN INTEREST: This Agreement contains the entire understanding and agreement between the parties to this Agreement with respect to the matters referred to herein. No other representations, covenants, undertakings, or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the Parties to this Agreement. The Parties to this Agreement acknowledge that each party has not executed this Agreement in reliance on any such promise, representation or warranty. The parties expressly understand that all terms of this Settlement Agreement are contractual and not merely a recital.

16.0 MODIFICATION BY WRITING ONLY: The parties agree that this Settlement Agreement may be modified only by a writing signed by all parties to the Agreement and that any oral agreements are not binding until reduced to writing and signed by the parties to the Agreement.

17.0 BINDING UPON SUCCESSORS AND ASSIGNS: The parties to this Settlement Agreement agree that it is binding upon the parties' successors, assigns, and heirs.

18.0 SEVERABILITY: The parties to this Agreement agree that if any provision of this Agreement should become inconsistent with present or future law having jurisdiction over and otherwise properly governing the subject matter of the provision, such provision shall be deemed to be rescinded or modified in accordance with any such law. In all other respects, the Parties to this Agreement agree that the other provisions of this Agreement shall continue and remain in full force and effect.

19.0 EXECUTION IN COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one agreement to be effective as of the Effective Date. Photocopies or facsimile copies of executed copies of this Agreement may be treated as an original. A duly authorized attorney may sign on behalf of a corporate entity.

20.0 GOVERNING LAW: This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of South Carolina.

21.0 EFFECTIVE DATE: This Settlement Agreement shall become effective immediately following execution by all the parties listed on the pages below.

Rikki Terry

Date

SWORN TO AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC
My Commission Expires: _____

Susan H. Terry

Date

SWORN TO AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC
My Commission Expires: _____

Emily A. Evans, as Counsel for Plaintiffs

Date

SWORN TO AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC
My Commission Expires: _____

Jodi Ramsey, President of Ramsey
Enterprises, Inc.

Date

SWORN TO AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC
My Commission Expires: _____

Thomas A. Limehouse, Jr., as
Counsel for Defendant J. Ramsey
Enterprises, Inc.

Date

SWORN TO AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC
My Commission Expires: _____