

## SETTLEMENT AGREEMENT

THE SETTLEMENT AGREEMENT is made this 2nd day of April, 2011, by and between Haifa Safieddine on the one hand and Chase Auto Sales, Inc. a Michigan Corporation; Hussein Muzzanar, an individual; and D-3 Nader Damouni, an individual on the other hand.

IN CONSIDERATION of the mutual promises herein contained, and other good and valuable consideration, the parties hereby agree as follows:

1. Simultaneous with the execution of this Agreement, the parties, by counsel, shall execute the original of the Consent Final Order attached hereto as Exhibit A, and agree to cooperate with its entry at the earliest feasible opportunity.
2. Simultaneous with the execution of this Agreement, Chase Auto Sales, Hussein Muzzanar, Nader Damouni or some person or entity on Chase Auto Sales', Hussein Muzzanar's or Nader Damouni's behalf, shall pay to Haifa Safieddine the sum of \$5,500.00 U.S. Payment shall be by Cashier's Check. The check should be made payable to Haifa Safieddine and should be delivered to Haifa Safieddine's counsel. The \$5,500.00 is the entire amount demanded by Haifa Safieddine as consideration for settlement of the matter.
3. Simultaneous with the execution of this Agreement, Haifa Safieddine shall return to Chase Auto Sales the Nissan Maxima automobile VIN: 1N4BA41E16C829082 and shall give up all rights to possession or ownership in the Nissan Maxima. Haifa Safieddine shall remain personally liable and financially responsible for any citations or violations incurred by her during the period of her possession of the vehicle.
4. Haifa Safieddine on the one hand and Chase Auto, Hussein Muzzanar and Nader Damouni on the other hand hereby mutually release each other, and their respective agents, attorneys, employees, officers, and directors, principals and assigns from any and all claims, demands, causes of action, rights of action or other antagonistic assertions of right, known or unknown, from the beginning of the world until the present, related in any way to the parties' business dealings, the transaction between the parties to sell and buy the Nissan Maxima on March 3, 2010, or the litigation now pending between the parties, Civil Action No. CZ 10-3852GC in the Nineteenth District Court, State of Michigan. Claims for a breach of this Agreement are hereby excluded from the operation of this paragraph.
5. The parties agree to cooperate with the execution of such other and further instruments as may be necessary to carry out the intent of this Agreement.

6. This Agreement shall be construed under the laws of the State of Michigan.
7. This Agreement contains the entire Agreement between the parties, and there are no other terms or conditions, express or implied. Any amendment to his Agreement must be in writing, and signed by all parties, in order to be valid.
8. This Agreement may be executed in multiple counterpart originals, each of which shall be as effective as any other.
9. In the event of a breach of this Agreement, the prevailing party, as may be determined by a court of competent jurisdiction, shall be entitled to recover its reasonable attorney's fees incurred in a successful enforcement or defense of enforcement claim, as the case may be, under this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement and Mutual Releases on the dates listed below their signatures.

**HUSSEIN MUZZANAR**  
**CHASE AUTO SALES**

**HAIFA SAFIEDDINE**

By: \_\_\_\_\_  
Its authorized agent  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its authorized agent  
Date: \_\_\_\_\_

**NADER DAMOUNI**

By: \_\_\_\_\_  
Its authorized agent  
Date: \_\_\_\_\_