

ORIGINAL

SETTLEMENT AGREEMENT AND RELEASE

1. Parties. The parties to this Settlement Agreement and Release ("Agreement") are: (1) GEN ADS, LLC; CARTMELL HOLDINGS, LLC; HILLSTROM EQUITIES, LLC; GLOBAL DNS, LLC; BRIAN CARTMELL; and BRADLEY HILLSTROM (collectively, the "GEN ADS ENTITIES") and (2) BREITBART.COM LLC; BREITBART HOLDINGS, INC. f/k/a BREITBART.COM, INC.; ANDREW BREITBART; SUSANNAH BREITBART; and the BREITBART MARITAL COMMUNITY (collectively, the "BREITBART ENTITIES"). Any reference to a "Party" or "the Parties" shall only refer to the above-referenced parties to this Agreement.

2. Recitals.

2.1 Limited Liability Company Agreement of Gen Ads, LLC. Effective as of September 1, 2005, CARTMELL HOLDINGS, LLC and BREITBART HOLDINGS, INC. signed a document entitled Limited Liability Company Agreement of Gen Ads, LLC (the "LLC Agreement"). The document stated that CARTMELL HOLDINGS, LLC, BREITBART HOLDINGS, INC. and HILLSTROM EQUITIES, LLC did form a limited liability company with the afore-mentioned parties as the three members, with GLOBAL DNS, LLC, HILLSTROM EQUITIES, LLC, and BREITBART HOLDINGS, INC. as the three managers, and with GLOBAL DNS, LLC as the general manager.

2.2 Exclusive Advertising Services Agreement. On or about November 8, 2005, GEN ADS, LLC and BREITBART.COM, LLC signed a document entitled Exclusive Advertising Services Agreement (the "Advertising Agreement").

2.3 Complaint. On or about January 26, 2006, GEN ADS LLC, CARTMELL HOLDINGS, LLC and HILLSTROM EQUITIES LLC filed a lawsuit in the United States District Court, Western District of Washington, entitled GEN ADS LLC, CARTMELL HOLDINGS, LLC; and HILLSTROM EQUITIES LLC v. ANDREW BREITBART, SUSANNAH BEAN BREITBART, the BREITBART MARITAL COMMUNITY, BREITBART.COM LLC, and BREITBART HOLDINGS, INC. (f/k/a BREITBART.COM INC.), Case No. 2:06-CV-00137 (the "Complaint"). The Complaint asserts causes of action for: 1) Breach of Contract by GEN ADS, LLC against BREITBART.COM LLC; 2) Breach of Contract by CARTMELL HOLDINGS, LLC and HILLSTROM EQUITIES, LLC against all defendants except BREITBART.COM LLC; 3), Breach of Fiduciary Duty by all plaintiffs against all defendants except BREITBART.COM LLC; 4) Breach of Implied Covenant of Good Faith and Fair Dealing by GEN ADS, LLC against BREITBART.COM LLC; 5) Fraud by plaintiffs against ANDREW BREITBART, SUSANNAH BREITBART, and the BREITBART MARITAL COMMUNITY; 6) Copyright Infringement, by GEN ADS, LLC against BREITBART.COM LLC, ANDREW BREITBART, SUSANNAH BREITBART, and the BREITBART MARITAL COMMUNITY; and 7) Declaratory Judgment by GEN ADS, LLC against BREITBART.COM LLC.

- 2.4 Counter-Claims.** On or about March 7, 2006, BREITBART HOLDINGS, INC. and BREITBART.COM LLC filed counter-claims against GEN ADS, LLC, CARTMELL HOLDINGS, LLC, and HILLSTROM EQUITIES, LLC (the "Counter-Claims"). The Counter-Claims assert causes of action for: 1) Rescission of Advertising Agreement by BREITBART.COM, LLC against GEN ADS, LLC; 2) Breach of Written Advertising Agreement by BREITBART.COM, LLC against GEN ADS, LLC; 3) Accounting Re: Advertising Agreement by BREITBART.COM, LLC against GEN ADS, LLC; 4) Declaratory Relief Re: Advertising Agreement by BREITBART.COM, LLC against GEN ADS, LLC; 5) Breach of Written LLC Agreement by BREITBART HOLDINGS, INC. against CARTMELL HOLDINGS, LLC and HILLSTROM EQUITIES, LLC; 6) Breach of Covenant of Good Faith and Fair Dealing Arising out of LLC Agreement by BREITBART HOLDINGS, INC. against CARTMELL HOLDINGS, LLC and HILLSTROM EQUITIES, LLC; 7) Breach of Fiduciary Duty by BREITBART HOLDINGS, INC. against CARTMELL HOLDINGS, LLC and HILLSTROM EQUITIES, LLC; 8) Accounting re: LLC Agreement by BREITBART HOLDINGS, INC. against CARTMELL HOLDINGS, LLC, HILLSTROM EQUITIES, LLC, and GEN ADS, LLC; 9) Rescission based on Fraud by BREITBART HOLDINGS, INC. and BREITBART.COM LLC against HILLSTROM EQUITIES, LLC; 10) Negligent Misrepresentation by BREITBART HOLDINGS, INC. and BREITBART.COM LLC against HILLSTROM EQUITIES, LLC; 11) Rescission based on Fraud by BREITBART HOLDINGS, INC. and BREITBART.COM LLC against CARTMELL HOLDINGS, LLC; 12) Negligent Misrepresentation by BREITBART HOLDINGS, INC. and BREITBART.COM LLC against CARTMELL HOLDINGS, LLC; and 13) Civil Conspiracy by BREITBART HOLDINGS, INC. and BREITBART.COM LLC against HILLSTROM EQUITIES, LLC, CARTMELL HOLDINGS, LLC and GEN ADS, LLC.
- 2.5 Third-Party Claims.** On or about March 7, 2006, BREITBART HOLDINGS, INC. and BREITBART.COM LLC filed third-party claims against GLOBAL DNS, LLC and BRIAN CARTMELL (the "Third-Party Claims"). The Third Party Claims assert causes of action for: 1) Breach of Fiduciary Duty by BREITBART HOLDINGS, INC. against GLOBAL DNS, LLC; 2) Fraud by BREITBART HOLDINGS, INC. and BREITBART.COM LLC against BRIAN CARTMELL; and 3) Negligent Misrepresentation by BREITBART HOLDINGS, INC. and BREITBART.COM LLC against BRIAN CARTMELL.
- 2.6 Settlement of claims.** The Parties hereto desire to settle all claims that the GEN ADS ENTITIES and GEN ADS RELEASORS have and/or might have against the BREITBART ENTITIES and BREITBART RELEASEES, and that the BREITBART ENTITIES and BREITBART RELEASORS have and/or might have against the GEN ADS ENTITIES and GEN ADS RELEASEES, through the date of execution of this Agreement, including but not limited to all claims concerning and/or arising out of the LLC Agreement and the Advertising

Agreement, and/or concerning or arising out of the allegations set forth in the Complaint, Counter-Claims, and Third-Party Claims.

- 2.7 Non-admission of liability.** No Party, by entering into and fulfilling this Agreement, admits to any wrongdoing or liability, and each Party denies all allegations of wrongdoing. The Parties intend by their actions pursuant to this Agreement merely to avoid the expense, delay, uncertainty, and burden of litigation. The Parties agree that they are “buying their peace” from the claims and allegations set forth above, and any and all related claims, allegations and expenses, and all other disputes between the Parties.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and promises set forth in this Agreement, the Parties agree as follows:

3. Monetary consideration. In consideration for the GEN ADS ENTITIES’ promises and releases made herein, the BREITBART ENTITIES agree, upon satisfaction of the conditions identified herein, to provide the following monetary consideration:

- 3.1 Payment.** The BREITBART ENTITIES will make and/or arrange for a payment of fifty-five thousand dollars and no cents (\$55,000.00) to the GEN ADS ENTITIES. The payment will be wired to the trust account of counsel for the GEN ADS ENTITIES as follows: Bank ABA No. [REDACTED], Account No. [REDACTED] Account Name: LEGAL FOUNDATION OF WASHINGTON NEWMAN & NEWMAN ATTORNEYS AT LAW LLP, Bank: First Mutual Bank, Bank Address: Seattle, WA 98107.
- 3.2 Revenue.** The BREITBART ENTITIES agree that the GEN ADS ENTITIES shall retain any and all rights to any royalty, advertising sales fees, or other revenues collected, accrued or paid related to the LLC Agreement or the Advertising Agreement.
- 3.3 Entire monetary consideration.** The GEN ADS ENTITIES agree that the foregoing consideration shall constitute the entire monetary consideration provided by either Party under this Agreement, and that neither Party will seek any further compensation and/or anything of value for any other claimed damage, costs, or attorneys’ fees in connection with the matters related to the LLC Agreement, the Advertising Agreement, the Complaint, the Counter-Claims, the Third-Party Claims, and/or otherwise encompassed in the Agreement.
- 3.4 Tax treatment.** The Parties agree that the settlement payments provided for in this Agreement are not subject to withholding, and shall not be subject to withholding. The GEN ADS ENTITIES agree to defend, indemnify and hold harmless the BREITBART ENTITIES, and the other BREITBART RELEASEES, as defined in paragraph 5.1, from and against, any and all claims, assessments and/or penalties, and any reasonable attorney fees incurred in responding thereto, made, claimed, sought, or imposed by the Internal Revenue Service, the California Franchise Tax Board, and any other federal, state or local

taxing board and/or agency in regard to any amounts due or claimed to be due to such taxing authority or agency as a result of alleged failure to make appropriate withholdings and/or the GEN ADS ENTITIES' tax treatment of any portion of the settlement payments. This indemnification shall continue and survive for as long as any claim may be brought against the BREITBART ENTITIES or any of their officers, agents, employees, representatives by any federal, state, or local taxing board or agency.

3.5 No warranty by the BREITBART ENTITIES. The GEN ADS ENTITIES understand and agree that neither the BREITBART ENTITIES nor any other BREITBART RELEASEES, as defined in Paragraph 5.1, are providing them with any tax or legal advice, and that they make no representations regarding tax obligations or consequences, if any, related to this Agreement. Such tax obligations and/or consequences belong solely to the GEN ADS ENTITIES, not the BREITBART ENTITIES.

3.6 Time of consideration. The BREITBART ENTITIES shall issue the monetary payment provided for in Paragraph 3.1 within ten (10) business days after all Parties and their attorneys have executed this Agreement. All parties agree to execute this Agreement not later than July 21, 2006.

4. Joint Dismissal with Prejudice. On or about July 6, 2006, the United States District Court for the Western District of Washington entered an order of dismissal with prejudice in Gen Ads LLC et al v. Breitbart et al, Case No. 2:06-cv-137 (Dkt. #37) which the parties acknowledge is a final dismissal with prejudice of the entire Complaint, Counter-Claims and Third-Party Complaint, and each cause of action therein. The parties agree not to move to reopen the case and that the order of dismissal entered by the Court shall be final.

5. Releases.

5.1 Releases by the GEN ADS ENTITIES. In consideration for the promises set forth in this Agreement, the GEN ADS ENTITIES, and each of them, do hereby – for themselves and for their heirs, spouses, representatives, attorneys, executors, administrators, relatives, parents, subsidiaries, affiliated businesses, partners, joint venturers, owners, shareholders, officers, directors, employees, representatives, agents, successors, predecessors and assigns, and anyone else claiming through or on behalf of the GEN ADS ENTITIES (collectively “GEN ADS RELEASORS”) release the BREITBART ENTITIES, and each of them, and all of their current and former corporate affiliates, parents, subsidiaries, affiliated businesses, partners, joint venturers, successors, predecessors, and assigns, and all of their officers, directors, shareholders, members, agents, attorneys, insurers, employees and former employees, partners and former partners, representatives, and attorneys, and all persons acting under, by, through, or in concert with any of them (collectively “BREITBART RELEASEES”), from any and all causes of action, obligations, costs, expenses, damages, claims, losses, liabilities, and benefits (including attorneys’ fees, expert fees and costs actually incurred), of

whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, liquidated or unliquidated, of any kind whatsoever, now existing, previously existing or arising in the future, based on any act, omission, event, occurrence, nonoccurrence, or information known or unknown to the GEN ADS RELEASORS or their counsel, from the beginning of time to the date of execution of this Agreement, including, but not limited to, any claims, damages or causes of action arising out of or relating to the LLC Agreement, the Advertising Agreement, work done for or relating to the breitbart.com website including but not limited to work done for “Storm Tracker”, the claims alleged in the Complaint, and any other causes of action, damages and allegations that could have been asserted in the Complaint. The GEN ADS RELEASORS agree that this release of claims includes, but is not limited to: claims for breach of contract, breach of the implied covenant of good faith and fair dealing, breach of fiduciary duty, copyright infringement, fraud, negligent misrepresentation, libel, slander, defamation, and any claims based upon any alleged lack of duty, contractual, statutory, or otherwise, owed and/or allegedly owed to the GEN ADS RELEASORS. Without limitation of the foregoing, the GEN ADS RELEASORS further release any past, present, or future claims that the breitbart.com website contains any code or other information owned by the GEN ADS RELEASORS, copyrightable or otherwise. To the extent the breitbart.com website contains any such code or information (which the BREITBART ENTITIES deny), the GEN ADS RELEASORS grant the BREITBART RELEASEES a permanent and irrevocable non-exclusive license to utilize any such code or information for any and all purposes.

- 5.2 Releases by the BREITBART ENTITIES.** In consideration for the promises set forth in this Agreement, the BREITBART ENTITIES, and each of them, do hereby – for themselves and for their heirs, spouses, representatives, attorneys, executors, administrators, relatives, parents, subsidiaries, affiliated businesses, partners, joint venturers, owners, shareholders, officers, directors, employees, representatives, agents, successors, predecessors and assigns, and anyone else claiming through or on behalf of the BREITBART ENTITIES (collectively “BREITBART RELEASORS”) release the GEN ADS ENTITIES, and each of them, and all of their current and former corporate affiliates, parents, subsidiaries, affiliated businesses, partners, joint venturers, successors, predecessors, and assigns, and all of their officers, directors, shareholders, members, agents, attorneys, insurers, employees and former employees, partners and former partners, representatives, and attorneys, and all persons acting under, by, through, or in concert with any of them (collectively “GEN ADS RELEASEES”), from any and all causes of action, obligations, costs, expenses, damages, claims, losses, liabilities, and benefits (including attorneys’ fees, expert fees and costs actually incurred), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, liquidated or unliquidated, of any kind whatsoever, now existing, previously existing or arising in the future, based on any act, omission, event, occurrence, nonoccurrence, or information known or unknown to the BREITBART RELEASORS or their counsel, from the

beginning of time to the date of execution of this Agreement, including, but not limited to, any claims, damages or causes of action arising out of or relating to the LLC Agreement, the Advertising Agreement, the breitbart.com website, and the claims alleged in the Counter-Claims and Third-Party Claims, and any other causes of action, damages and allegations that could have been asserted in the Counter-Claims and Third-Party Complaint. The BREITBART RELEASORS agree that this release of claims includes, but is not limited to: claims for rescission, breach of contract, breach of the implied covenant of good faith and fair dealing, breach of fiduciary duty, fraud, copyright infringement, negligent misrepresentation, accounting, libel, slander, defamation, and any claims based on any alleged lack of duty, contractual, statutory, or otherwise, owed and/or allegedly owed to the BREITBART RELEASORS.

6. California Civil Code section 1542 waiver. The Parties expressly acknowledge and agree that the release given in this Agreement is intended to and does include in its effect, without limitation, all claims that the Parties did not know or suspect at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Agreement is also for the release of those claims and contemplates the extinguishment of any and all such claims. In furtherance of this Agreement, the Parties waive any rights provided by California Civil Code section 1542, or other similar statutes. Section 1542 states:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

7. Dissolution of GEN ADS, LLC. The Parties agree to, and by their signatures herein, CARTMELL HOLDINGS, LLC, BREITBART HOLDINGS, INC., and HILLSTROM EQUITIES, LLC will dissolve GEN ADS, LLC in accordance with Article XII of the LLC Agreement. In accordance with Paragraph 12.3 of the LLC Agreement, GLOBAL DNS, LLC, as the General Manager of GEN ADS, LLC, shall wind up the affairs of GEN ADS, LLC. GLOBAL DNS, LLC shall further take the other steps set forth in the LLC Agreement, including but not limited to filing the certificate of cancellation as provided for by Paragraph 12.6 of the LLC Agreement, and promptly give notice to the other members of GEN ADS, LLC when this has been accomplished. Any assets of GEN ADS, LLC shall be distributed amongst and between GLOBAL DNS, LLC and HILLSTROM EQUITIES, LLC. The BREITBART ENTITIES shall retain no interest or rights to any assets of GEN ADS, LLC. The GEN ADS ENTITIES agree to fully defend, indemnify, and hold harmless the BREITBART ENTITIES and BREITBART RELEASEES from any and all past, present, or future claims asserted against GEN ADS, LLC, and/or its members and/or managers, arising out of any acts of the GEN ADS ENTITIES purportedly acting on behalf of GEN ADS, LLC. ANDREW BREITBART and BREITBART HOLDINGS, INC. agree to fully defend, indemnify, and hold harmless the GEN ADS ENTITIES and GEN ADS RELEASEES from any and all past, present, or future claims asserted against GEN ADS, LLC, and/or its members and/or managers, arising out of any acts of

ANDREW BREITBART or BREITBART HOLDINGS, INC. purportedly acting on behalf of GEN ADS, LLC.

8. No pending actions. The Parties represent that there have been no filing by the Parties or their counsel or on the Parties' behalf with any government agency or court of any claim, charge, or complaint against the Parties or any of the respective Releasees.

9. Covenant not to sue. The Parties further covenant that they will not file, instigate, or participate, directly or indirectly, in the filing of any grievances, lawsuits, complaints, claims (including, but not limited to, any claims that have been made or that could have been made in the Complaint, Counter-Claims, and Third-Party Complaint), arbitrations, charges, or any claims in any state or federal court or any proceedings before any local, state, or federal agency claiming that any Parties or any of the other Releasees have violated any law or have any liability relating to the matters released by this Agreement, alleged in the Complaint, Counter-Claims, and Third-Party Complaint, and/or based upon acts, events or omissions occurring, or information known to the Parties, on or before the date of execution of this Agreement.

10. Miscellaneous.

10.1 Full and independent knowledge. The Parties represent that they have thoroughly discussed all aspects of this Agreement with their respective independent attorneys, fully understand all of the provisions of the Agreement, and are voluntarily entering into this Agreement.

10.2 Authorization to enter Agreement. The Parties warrant and represent that they have obtained whatever votes, consents, and/or corporate or any other formalities as may be necessary to authorize each respective Party to enter into this Agreement.

10.3 Ownership of claims. The Parties have not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim released or described in this Agreement. The GEN ADS ENTITIES agree to indemnify and hold harmless the BREITBART ENTITIES, and each of them, and the other BREITBART RELEASEES against any and all claims based upon, arising out of, or in any way connected with any such actual or purported transfer or assignment by the GEN ADS ENTITIES. The BREITBART ENTITIES agree to indemnify and hold harmless the GEN ADS ENTITIES, and each of them, and the other GEN ADS RELEASEES against any and all claims based upon, arising out of, or in any way connected with any such actual or purported transfer or assignment by the BREITBART ENTITIES.

10.4 Severability. Should any provision in this Agreement be determined to be invalid, the validity of the remaining provisions shall not be affected thereby, and the invalid provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable.

- 10.5 Entire Agreement.** This Agreement constitutes a single integrated written agreement that sets forth the entire agreement between the Parties and supersedes any prior agreements between the Parties pertaining to the subject matter of this Agreement.
- 10.6 No representations.** The Parties acknowledge that, except as expressly set forth herein, no representations of any kind or character have been made by any other Party or that Party's agents, representatives, or attorneys to induce the execution of this Agreement. By way of example and not limitation, neither Party has relied upon the representations of the other Party, whether in the course of the proceedings associated with the Complaint, Counter-Claims, Third-Party Complaint, or otherwise, to induce that Party into executing this Agreement and the Parties waive any claims that they were induced to enter into this Agreement by virtue of another Party's fraud.
- 10.7 No modification or waiver.** No modification or waiver of the terms of this Agreement shall be effective unless it appears in a writing signed by all Parties to this Agreement.
- 10.8 Interpretation of Agreement.** The language of all parts in this Agreement shall be construed as a whole, according to fair meaning, and not strictly for or against any party. All parties participated in the drafting of this Agreement. The headings provided in boldface are inserted for the convenience of the parties and shall not be construed to limit or modify the text of this Agreement.
- 10.9 Successors.** This Agreement shall be binding upon the Parties, and their heirs, representatives, executors, administrators, successors, and assigns, and shall inure to the benefit of each and all of the Releasees, and to their heirs, representatives, executors, administrators, successors, predecessors, parents, subsidiaries, affiliates, employees, attorneys and assignees.
- 10.10 Attorneys' Fees and Costs.** Each Party to this Agreement shall bear its own attorneys' fees, consultants' fees, expenses, and any other costs incurred in connection with this Agreement, and all of the matters released herein.
- 10.11 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, signatures delivered via facsimile transmission shall have the same force effect as the originals thereof, except that any party has the right to insist on receipt of the original signature of the other party before complying with its own obligations under this Agreement.
- 10.12 Construction.** The language of all parts in this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any Party.
- 10.13 Notification.** Any notice to be given under this Agreement to any of the BREITBART ENTITIES shall be sent to Andrew Breitbart, 541 Cashmere

Terrace, Los Angeles, CA 90049, and andrew@breitbart.com, with a cc: to Larry Solov and Ryan J. Larsen, Katten Muchin Rosenman, 2029 Century Park East, Suite 2600, Los Angeles, CA 90067 (fax: 310-788-4471); with a copy to laurence.solov@kattenlaw.com, and ryan.larsen@kattenlaw.com. Any notice to be given under this Agreement to any of the GEN ADS ENTITIES shall be sent to Derek Newman, Newman & Newman, 505 Fifth Ave., S. Ste. 610, Seattle, WA 98104 with a copy to dn@newmanlaw.com.

10.14 Agreement is knowing and voluntary. The Parties each understand, warrant and agree that they:

- a. have had a reasonable time within which to consider this Agreement before executing it;
- b. have carefully read and fully understands all of the provisions of this Agreement;
- c. knowingly and voluntarily agree to all of the terms set forth in this Agreement;
- d. knowingly and voluntarily intend to be legally bound by the same.

10.15 Jurisdiction. By signing this Agreement, no Party consents to personal jurisdiction in any forum where personal jurisdiction over them does not already lie.

THE UNDERSIGNED FURTHER STATE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT, THAT THEY HAVE DISCUSSED THIS AGREEMENT WITH THEIR OWN LEGAL COUNSEL, THAT THEY KNOW AND UNDERSTAND ITS CONTENTS, INCLUDING, BUT NOT LIMITED TO, ITS BINDING EFFECT, AND THAT THEY SIGN THIS AGREEMENT AS THEIR OWN FREE ACT.

(signatures follow)

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the dates shown below.

DATED: July __, 2006

Gen Ads, LLC

DATED: July __, 2006

Cartmell Holdings, LLC

DATED: July __, 2006

Hillstrom Equities, LLC

DATED: July __, 2006

Global DNS, LLC


DATED: July __, 2006

Brian Cartmell

DATED: July __, 2006

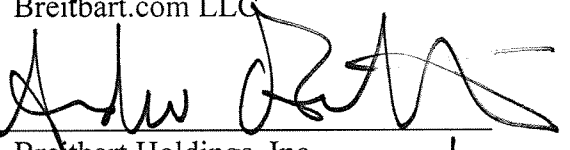
Bradley Hillstrom

DATED: July 12, 2006



Breitbart.com LLC

DATED: July 12, 2006



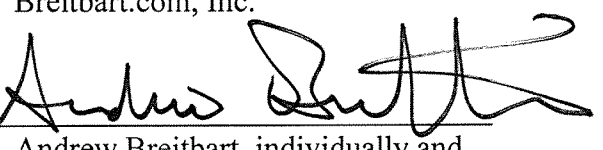
Breitbart Holdings, Inc.

DATED: July 12, 2006




Breitbart.com, Inc.

DATED: July 12, 2006



Andrew Breitbart, individually and
on behalf of the Breitbart Marital Community

DATED: July 12, 2006



Susannah Breitbart, individually and
on behalf of the Breitbart Marital Community

ORIGINAL

Approved as to Form by the Parties' Attorneys

DATED: July __, 2006

Newman & Newman

Derek Newman
Attorneys for the GEN ADS ENTITIES

DATED: July __, 2006

KATTEN MUCHIN ROSENMAN, LLP

Larry Solov
Attorneys for the BREITBART ENTITIES