

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made as of September 30, 2015, by and between 3D Entertainment Holdings, Inc., d/b/a 3D Eye Solutions, Inc., a Wyoming Corporation (the “Company”) and Edward I. Vakser, a citizen and resident of Dallas, Texas (“Vakser”). It pertains to and memorializes certain agreements between the said parties as stated hereinafter.

RECITALS:

WHEREAS, Vakser has been a Director of the Company, and the sole owner of that certain stock certificate representing the Super K Class, non convertible, 69% super voting preferred stock of the Company, a copy of which certificate is attached hereto as Exhibit A (the “Series K Stock”); and

WHEREAS, on or about September 3, 2015, Vakser agreed to resign his position as a Director of the Company, to effect the resignations of the other then-serving officers and directors of the Company, and to surrender the Series K Stock to the Company and certain other securities held by Vakser, all in exchange for the Company’s issuance to Vakser of certain shares of preferred stock of a new class (the “New Preferred Stock”), with the rights and privileges shown on the certificate of designations for the said preferred stock, a copy of which is attached hereto as Exhibit B (the “Certificate of Designations”), and for certain other consideration as described hereinafter. The parties acknowledge and affirm the execution of that certain Unanimous Written Consent of the Board of Directors of 3D Entertainment Holdings, Inc., in Lieu of Meeting of the Board of Directors, dated September 3, 2015, pursuant to which these actions were agreed upon (the “UWC”); and

WHEREAS, Vakser has requested certain indemnifications from the Company for himself and the other former officers and directors of the Company, in form and substance as is reasonable and customary for officers and directors of a corporation, and the Company has agreed to grant the same. A copy of the indemnification agreement the parties have agreed upon is attached hereto as Exhibit C (the “Indemnification Agreement”). In addition, the parties have agreed to the mutual releases described hereinafter.

NOW THEREFORE, for valuable consideration, receipt and sufficiency of which are acknowledged, the parties hereto agree as follows.

1. Recitals. The above recitals are true and correct, and are incorporated into this Agreement by reference.
2. Series K Stock. Upon the date of this Agreement, Vakser agrees to surrender to the Company the Series K Stock certificate, along with a stock power duly executed with signature guaranteed.
3. Indemnification Agreement. On the date of the parties’ execution of this Agreement, the parties agree to mutually execute and deliver to each other the Indemnification Agreement, and

Vakser agrees to obtain the signatures of each Indemnitee (as defined therein) named in the Indemnification Agreement.

4. New Preferred Stock. The Company agrees to file the Certificate of Designations with the Wyoming Secretary of State within three (3) business days after the date of this Agreement, and to issue and deliver two million (2,000,000) shares of the New Preferred Stock to Vakser immediately upon acceptance of said filing by the Wyoming Secretary of State.

5. Mutual Release. Upon the completion of each of the parties' respective commitments and obligations under this Agreement (including without limitation the Company's obligation to honor its obligations with respect to the New Preferred Stock), each of the Company and Indemnitee, for itself and its respective heirs, successors, assigns, officers, directors, control persons, owners, affiliates and all related persons and entities, whether known or unknown to the other party (collectively "Affiliates") does hereby forever release the other party and its Affiliates, from any and all claims or causes of action of any kind whatsoever, including without limitation in any way relating to this Agreement, the Company and its operations and all matters related thereto, whether now or hereafter existing, known or unknown, from the beginning of time through the date of this Agreement. The party asserting a claim in violation of this Section 5 shall pay the costs and attorney's fees of the non-asserting party and/or such party's Affiliates as they are incurred. In the event that either party breaches any of its representations, warranties, agreements or covenants contained in this Agreement, then such breaching party agrees to indemnify the other from and against the entirety of any and all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, assessments, orders, decrees, rulings, damages (including interest thereon), including without limitation, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses, and fees, including court costs and reasonable attorney's fees and expenses, that may result from such breach.

6. Non-Disparagement. Each party to this Agreement hereby agrees that, from and after the date hereof, neither it nor any of its Affiliates or associates will, and it will cause each of its Affiliates and associates not to, directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the other party or any of its or his directors, officers, affiliates, subsidiaries, employees, agents or representatives or any of his or its customers or clients (collectively, the "Party's Representatives"), or that reveals, discloses, incorporates, is based upon, discusses, includes or otherwise involves any confidential or proprietary information of the party or its Party's Representatives, or to malign, harm, disparage, defame or damage the reputation or good name of the party, its business or any of the Party's Representatives. Notwithstanding the foregoing, nothing in this Section 6 or elsewhere in this Agreement shall prohibit any party from making any statement or disclosure required under the federal securities laws or other applicable laws; provided, that such party must provide written notice to the other party at least two (2) business days prior to making any such statement or disclosure required by under the federal securities laws or other applicable laws that would

otherwise be prohibited the provisions of this Section 6, and reasonably consider any comments of such other party.

7. Public Release. Upon mutual execution of this Agreement and the Indemnification Agreement, and upon the exchange of the Series K Stock for the New Preferred Stock, the Company agrees to issue a press release, and Vakser agrees to promulgate a statement on the Investor's Hub blog for Auri, Inc., to the effect that the parties have concluded their respective investigations, resolved all differences between themselves and have concluded the contemplated transactions. Each party shall not promulgate any public statement until the other party has had the opportunity to review and approve the same.

8. Further Assurances. At the request of either of the parties to this Agreement, the other party shall immediately execute and deliver such other certificates, agreements, instruments and other documents and things and take such other actions as may be reasonably requested by the requesting party in order to confirm, consummate and/or fully implement the actions and matters contemplated by this Agreement.

9. Representations and Warranties. Each party has done its own due diligence on the other, their respective businesses and Company history, and all other matters deemed appropriate by such party, and each party agrees that the consideration it is receiving pursuant to this Agreement is received "AS IS," with no representations or warranties express or implied.

10. Transfer of Certain Assets. The Company agrees that it will transfer the assets listed on Exhibit D attached hereto as soon as practicable after the date of this Agreement, but in any event within fourteen (14) days. Vakser, for himself and his Affiliates, agrees to surrender any and all equity securities (other than the New Preferred Stock), debt securities, secured or unsecured debts (including without limitation any claims for salary, wages or other compensation), and any and all other claims against the Company now existing or hereafter occurring, other than claims arising under or as a result of this Agreement or the Indemnification Agreement ("Claims"). Any such Claims not transferred pursuant to this Section 10 shall be canceled by the Company. Vakser in addition agrees to immediately surrender, or cause the possessing person or entity to surrender, to the Company all bank statements, bank account information, books and records of the Company in his possession or under his control.

11. Schedule of Company Obligations. Other than as stated hereinbelow, a full and complete schedule of all Company-issued convertible notes, debentures, promissory notes, conversion rights, warrants, options, and other securities (other than non-convertible equity securities) outstanding on the date of this Agreement, including the date issued, name of holder and current principal amount for which the Company is obligated, is attached hereto as Exhibit E (collectively the "Obligations"). Vakser represents and warrants that the schedule of Obligations is a full and complete list of Company obligations outstanding on the date of this Agreement. Notwithstanding anything herein to the contrary, Vakser agrees to indemnify and hold harmless the Company from any loss, cost or expense incurred as a result of any claims arising from (i) any convertible securities that are not listed on Exhibit E attached hereto, and (ii) any Obligations owned by or claiming under Michael Gibilisco or David Perley, or other persons or

entities owned or controlled by or affiliated with either of them, or their respective successors or assigns.

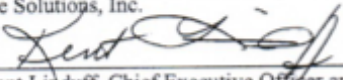
12. Conversion Limitation. Vakser agrees not to convert any of the New Preferred Stock for at least ninety (90) days after the date of this Agreement. Thereafter, Vakser agrees not to convert more than ten percent (10%) of the total initial amount of shares of New Preferred Stock, received by Vakser pursuant to this Agreement, in any single thirty (30) day period, without the prior written consent of the Company. This conversion limitation shall expire on the date which is eighteen (18) months after the date of this Agreement.

13. Miscellaneous. This Agreement may be amended only by a writing signed by each of the parties, and any such amendment shall be effective only to the extent specifically set forth in such writing. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas without giving effect to applicable principles of conflict of law. Each of the parties agrees that the other party shall be entitled (without limitation) to the remedy of specific performance in enforcing the terms of this Agreement and the terms of the Indemnification Agreement and each of them. Each party agrees that venue and personal jurisdiction for any civil action in any way relating to this Agreement (including also all exhibits and addenda hereto), the Indemnification Agreement, the transactions related thereto, and/or any other matter related to any of the foregoing, shall be only in the state courts located in Waco, Texas, and no other place without the prior written consent of all proposed parties to such civil action. Notwithstanding the foregoing, at the option of either party to this Agreement, the parties hereto agree to submit to binding arbitration, with the arbitrator to be an attorney duly qualified in the state of Texas as an arbitrator. Such arbitration shall be in Waco, Texas at a place, time and date mutually convenient for the parties, and shall be arbitrated according to such rules as the arbitrator shall in his reasonable discretion determine. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and their respective heirs, successors and permitted assigns. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein. Each party shall be responsible for such expenses as it may incur in connection with the negotiation, preparation, execution, delivery, performance and enforcement of this Agreement and the other related documents and things. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Confirmation of execution by a facsimile or emailed signature page to the other parties shall be binding upon each party so confirming. This Agreement contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions. Notice shall be in writing and delivered via certified mail, return receipt requested, or nationally recognized express courier (e.g., Federal Express). Each party shall in addition deliver any notice hereunder via electronic mail. The parties' respective notice addresses are on the signature page hereof, and either party by written notice may change such address from time to time.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

The Company:

3D Entertainment Holdings, Inc., d/b/a
3D Eye Solutions, Inc.

By: 
Kent Linduff, Chief Executive Officer and
Chairman of the Board of Directors

Address:

Edward I. Vakser

Address:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

The Company:

3D Entertainment Holdings, Inc., d/b/a
3D Eye Solutions, Inc.

By: _____
Kent Linduff, Chief Executive Officer and
Chairman of the Board of Directors

Address:



Edward I. Vakser

Address:

EXHIBIT A

Series K Stock Certificate

01

INCORPORATED UNDER THE LAWS OF THE STATE OF WYOMING


SHARES 1


3D Entertainment Holdings, Inc.

AUTHORIZED TO ISSUE 500,000,000 SHARES COMMON STOCK AT NO PAR VALUE
 AUTHORIZED TO ISSUE 20,000,000 SHARES PREFERRED STOCK AT NO PAR VALUE

This Certifies That Edward I. Vavsek fully paid
 is hereby issued Super Preferred "K" share and non-assessable Shares of the Stock of the above named Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of the Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 15 day of October 2013

 PRESIDENT



SECRETARY/TREASURER

© 2013 3D Entertainment Holdings, Inc. All Rights Reserved. This document contains confidential information and is intended only for the individual named herein.

EXHIBIT B

As filed with SoS Wyoming

EXHIBIT C

Not required for public release

EXHIBIT D

(List of Assets to be Transferred to Vakser)

1. Operating Assets Associated with the Business of 3D Entertainment Holdings Inc. (Other than Oak River Technologies) – Not to include the corporation itself.
2. Operating Assets Associated with the Business of 3D Eye Solutions Inc. (Other than Oak River Technologies) – Not to include the corporation itself.
3. The Thomas Kinkade 3D Images Inventory Equity Interest Owned by TDEY (if any)
4. AIFC (American International Football Corporation) and 3D TV deal.

**Bill of Sale for transfer of ownership to Mr. Vakser in Oak River Technology
Corporate Council Trust awaiting legal entity name and addresses from Mr. Vakser.
No information received as of 11/21/15**

EXHIBIT E

(List of Company Obligations)

11/21/2015

Note: Private individuals names not required for public disclosure.

2Million Restricted L Shares are in Oak River Technology Corporate Council trust awaiting Mr. Vakser performance relating to a claim from Mr. Gablisco.

<u>Date:</u>	<u>Principal Amount</u>
July 15, 2013 -	\$50,000
August 12, 2013 -	\$20,000
Sept. 06, 2013 -	\$25,000
Sept. 23, 2013 -	\$20,000
Sept. 26, 2013 -	\$20,000
October 16, 2013 -	\$20,000
November 14, 2013 -	\$25,000
December 11, 2013 -	\$20,000
January 24, 2014 -	\$10,000
February 10, 2014 -	\$10,000
February 18, 2014 -	\$10,000
February 27, 2014 -	\$10,000

Total: \$240,000.00

Other Notes/Debentures

<u>9-19-13 - \$20,000.00</u>
<u>11-5-13 - \$2,500.00</u>
<u>11-8-13 - \$2,500.00</u>
<u>- 6-27-14 \$50,000.00</u>
<u>- 1-3-14 - \$30,000.00</u>
<u>3-25-11 \$318,000.00</u>
<u>3-25-11 \$354,000.00</u>
<u>3-25-11 \$522,503.00</u>
<u>3-22-12 \$4,000.00</u>
<u>6-04-12 \$3,970.71</u>
<u>6-12-12 \$27,000.00</u>