Settlement Agreement

This Settlement Agreement, effective as of the \_\_\_\_\_\_\_\_\_(M,D,Y), is by and between AAA ("AAA"), duly organized and existing under the laws of the State of \_\_\_\_\_\_\_\_\_(PLACENAME), and BBB, Inc. ("BBB") a corporation duly organized and existing under the laws of the State of \_\_\_\_\_\_\_\_\_(PLACENAME) and having their principal places of business at \_\_\_\_\_\_\_\_\_. As used in this Settlement Agreement, the term "party" means BBB or AAA, as the context indicates, and the term "party" means BBB and AAA.

WHEREAS, there is an action currently pending in the Superior Court of the State of \_\_\_\_\_\_\_\_\_(PLACENAME), Judicial District of Fairfield at Bridgeport, entitled AAA v. BBB, Inc., Docket No. CV \_\_\_\_\_\_\_\_\_ (the "Action")

WHEREAS, in the Action, AAA, as plaintiff, has asserted claims against BBB as defendant, that AAA is entitled to payment from BBB under or in connection with two lease agreements as amended between AAA and BBB relating to property located at \_\_\_\_\_\_\_\_\_ (the "Leases"), and a judgment obtained by AAA against BBB entered on or about \_\_\_\_\_\_\_\_\_(M,D,Y) by the District Court of \_\_\_\_\_\_\_\_\_(PLACENAME) for Anne Arundel County in the case entitled AAA vs. BBB, Inc. Case No.\_\_\_\_\_\_\_\_\_ (" Judgment");

WHEREAS, in the Action, BBB has denied AAA's allegations that it is entitled to payment under the Leases and the Judgment and asserted several affirmative defenses; and

WHEREAS, the parties, after due consideration, have determined to resolve and settle any and all claims, controversies, disputes and causes of action, whether asserted or unasserted, known or unknown, or whether in law, equity or otherwise, relating to, arising out of, or in any way concerning the Action and/or the Leases and/or the Judgment, without any admission of liability or wrongdoing on the part of or on behalf of either party, pursuant to the terms and conditions enumerated hereafter.

1. Consideration.

A. This Settlement Agreement must be approved by the Superior Court of the State of \_\_\_\_\_\_\_\_\_(PLACENAME), Judicial District of Fairfield at Bridgeport (the "Court") after a hearing which shall be scheduled as soon as is practicable (the "Hearing"). If the Court fails or refuses to approve this Settlement Agreement, it shall be of no force or effect on either party hereto.

B. Immediately upon the occurrence of the last of (a) Court approval of this Settlement Agreement and (b) AAA's receipt of the shares of stock described in paragraph 1 (C) below, BBB and AAA will (1) take all steps necessary to withdraw the Action with prejudice and will direct their respective attorneys to execute and file a withdrawal with prejudice in the form attached as Exhibit A and (2) will direct the attorneys to execute and file a Satisfaction of Judgment in the form attached hereto as Exhibit B. Each party will bear its own costs and expenses, including attorney fees.

C. Within ten (10) days of the occurrence of the last of (a) execution and delivery of this Settlement Agreement by both parties and (b) Court approval of this Settlement Agreement, BBB shall issue to AAA that number of shares of BBB common stock, par value $,\_\_\_\_\_\_\_\_\_ per share (the "Shares"), having the aggregate value of $,\_\_\_\_\_\_\_\_\_ based upon a price per share which shall be the average of the closing prices of the shares on the NASD Over -the- Counter Electronic Bulletin Board for each of the ten (10) trading days immediately preceding the date of this Agreement.

D. In no event shall AAA sell or transfer, on any trading day, a number of Shares that exceeds ten percent (10%) of the ten-day average trading volume for the class of common stock of which the Shares are a part, calculated as reported on the NASD Over -The-Counter Electronic Bulletin Board for the ten trading days ending with the trading day immediately preceding the day of AAA's sale or transfer.

E. It is the intent of the parties that, upon delivery of the Shares to AAA, resale of the Shares in the United States by AAA shall be exempt from registration under the Securities Act of 1933, as amended (as so amended, the "Securities Act"), by virtue of Section 3(a)(10) of the Securities Act. In connection therewith, the parties intend that the Court approval referred to in paragraph 1 of this Settlement Agreement be after a hearing upon the fairness of the terms and conditions of this Settlement Agreement.

F. AAA hereby represents to BBB that it is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act. AAA has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Shares. AAA recognizes that BBB has a limited financial and operating history and that an investment in any of the Shares involves a high degree of risk. AAA acknowledges receipt from BBB of information satisfactory to AAA regarding BBB and the Shares. AAA has had an opportunity to review the books and records of BBB and an opportunity to ask questions of and receive answers from officers of BBB concerning the Shares and the terms and conditions of this transaction, and all such questions have been answered to AAA 's satisfaction. Nothing in this Agreement shall affect in any way the obligation of a holder of Shares to comply with all applicable Federal and State securities laws upon any resale of Shares.

G. AAA and BBB agree that, notwithstanding any provision of this Agreement to the contrary, at the option of AAA, its rights, obligations and interests existing prior to the date of this Agreement shall be reinstated to the extent that a court of competent jurisdiction shall determine that (1) the transfer of the Shares to AAA was a voidable preferential transfer or a fraudulent transfer or a fraudulent conveyance under state or federal law or (2) for any other reason, such transfer is rescinded, deemed to be rescinded or an amount is determined to be payable by AAA by virtue thereof to BBB or its representatives, successors, bankruptcy estate or federal or state receiver.

2. No Admission of Liability. Nothing in this Settlement Agreement shall be construed as an acknowledgment, admission, concession, or stipulation of liability or wrongdoing by either party.

3. Leases. The Leases and all obligations arising thereunder are hereby terminated

4. Releases.

A. Release by AAA. In consideration of receipt of the Shares and of the Companies entering into this Agreement, AAA agrees to, and hereby does irrevocably, unconditionally and generally release and forever discharge BBB and its affiliates, parents, subsidiaries, predecessors, divisions, directors, officers, shareholders, employees, agents, attorneys, and successors and assigns from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, counterclaims and demands whatsoever, in law, admiralty or equity, known or unknown, against BBB, which AAA ever had, or which AAA now has as of the date of this Agreement including, but not limited to, any and all claims arising out of the Leases and/or the Judgment and/or which were asserted or could have been asserted in the Action.

B. Release by BBB. In consideration of AAA entering into this Agreement, BBB agrees to, and hereby does irrevocably, unconditionally and generally release and forever discharge AAA and its affiliates, parents, subsidiaries, predecessors, divisions, directors, officers, shareholders, employees, agents, attorneys, and successors and assigns from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, counterclaims and demands whatsoever, in law, admiralty or equity, known or unknown, against AAA, which BBB ever had, or which BBB now has as of the date of this Agreement including, but not limited to, any and all claims arising out of the Leases and/or Judgment and/or which were asserted or could have been asserted in the Action.

C. The parties declare that they fully understand the terms and scope of the above releases and that they have had the opportunity to be, or have been, advised by counsel in connection with the above releases and the settlement of any and all potential disputes between them.

5. Modification & Amendments. This Settlement Agreement may not be modified, altered, or amended except by written agreement of the parties.

6. Waiver. Any waiver of any provision of this Settlement Agreement must be in writing. Any waiver or failure to enforce any provision of this Settlement Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

7. Binding Effect. This Settlement Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8. Assignment of Claims. AAA represents and warrants that it has not assigned any claim that it had or may have against BBB, its affiliates, parents, subsidiaries, predecessors, divisions, directors, officers, shareholders, employees, agents, attorneys, and successors and assigns, including but not limited to the Judgment and/or those claims set forth in the Action.

9. Choice of Law. This Settlement Agreement is made in the state of \_\_\_\_\_\_\_\_\_(PLACENAME) and will be construed and governed in accordance with \_\_\_\_\_\_\_\_\_(PLACENAME) law as applied to contracts made and performed entirely within \_\_\_\_\_\_\_\_\_(PLACENAME).

10. Severability. The provisions of this Settlement Agreement shall be deemed severable. Therefore, if any part or provision of this Settlement Agreement is rendered void, invalid, or unenforceable, in any jurisdiction, then such part or provision shall be severed from the remainder of this Settlement Agreement only as to such jurisdiction. Such severance shall not affect the validity or enforceability of the remainder of this Settlement Agreement unless the severance substantially impairs the value of the whole agreement to any party.

11. Entire Agreement. BBB and AAA declare (a) that they have carefully read this Settlement Agreement, (b) that they know and understand its contents, (c) that its execution is a voluntary and authorized act, and (d) that they have not been influenced to execute it by any representation of the other party not contained in this Settlement Agreement. This Settlement Agreement has resulted from negotiations between parties who are represented by counsel, who have substantially equal bargaining power, and who are under no compulsion to execute or deliver a disadvantageous agreement. No ambiguity or omission in this Settlement Agreement shall be construed or resolved against a party on the ground that this Settlement Agreement or any of its provisions was drafted or proposed by that party.

12. Counterparts.

A. This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

B. This Settlement Agreement shall be binding upon the exchange of facsimile copies of signature pages from separately signed originals, and then subsequently formalized by the prompt exchange of the signed originals.

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be duly executed by their duly authorized representatives as of the effective date set forth above.

AAA,

a \_\_\_\_\_\_\_\_\_(PLACENAME) limited partnership

By: CCC, L.P.

a \_\_\_\_\_\_\_\_\_(PLACENAME) limited partnership, its Sole Member

By: DDD COMPANY,

a \_\_\_\_\_\_\_\_\_(PLACENAME) Corporation, its Authorized Agent

By: /s/ \_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_

BBB, INC.

By: /s/ \_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_