



Dispute Mediation Service, Inc.

Cause No. CC-10-04909-D DMS File No. \_\_\_\_\_

INITIATIVE PARTNERS \*  
LLC \*  
AND \*  
WONDERFUL SEVEN, L.P. \*

IN THE JUDICIAL \*  
COUNTY DISTRICT COURT OF AT LAW \*  
#4 \*  
DALLAS COUNTY, TEXAS \*

SETTLEMENT AGREEMENT

1. The parties hereto agree to settle all claims and controversies between them, asserted or assertable in this case except NONE

2. The consideration to be given for this settlement is as follows: MUTUAL PROMISES SET FORTH BELOW.  
(a) \_\_\_\_\_ shall receive the sum of 0 U.S. dollars, on or before \_\_\_\_\_, which sum shall be paid by the following parties in the amounts stated: \_\_\_\_\_

(b) \_\_\_\_\_ and/or \_\_\_\_\_ shall execute a note payable to \_\_\_\_\_ on a State Bar of Texas approved form with the following terms:

- (i) \_\_\_\_\_ principal amount
- (ii) \_\_\_\_\_ % interest pre maturity and \_\_\_\_\_ % post maturity
- (iii) \_\_\_\_\_ note date: \_\_\_\_\_ maturity date
- (iv) \_\_\_\_\_ payment terms
- (v) secured by \_\_\_\_\_

\_\_\_\_\_ which shall be evidenced by \_\_\_\_\_

3.  The above styled and numbered case shall be resolved by:  
(a) an agreed order of dismissal with prejudice with costs taxed to PARTY INCURRING SAME  
(b) an agreed judgement providing as follow: \_\_\_\_\_

(c) any agreed judgement shall be signed by the trial judge, but may not be abstracted or recorded or any collection effort made upon same so long as the following conditions are kept: \_\_\_\_\_

4. The parties agree to release, discharge, and forever hold the other harmless from any and all claims, demands or suits, known or unknown, fixed or contingent, liquidated or unliquidated whether or not asserted in the above case, as of this date, arising from or related to the events and transactions which are the subject matter of this case, except for the following: \_\_\_\_\_

NONE

Exhibit

1

This mutual release runs to the benefit of all attorneys, agents, employees, officers, directors, shareholders and partners of the parties except NONE  
"Party" as used in this release includes all named parties to this case, as well as \_\_\_\_\_  
and all related entities of the parties except NONE

5. Each signatory hereto warrants and represents:  
 (a) he or she has authority to bind the parties for whom that signatory acts.  
 (b) the claims, suits, rights and/or interests which are the subject matter hereto are owned by the party asserting same, have not been assigned, transferred or sold and are free of encumbrance.

6. ROGER ALBRIGHT shall deliver drafts of any further settlement documents to the other parties by 11/12/10. The parties agree to cooperate with each other in the drafting and execution of such additional documents as are reasonably requested or required to implement the terms and spirit of this agreement.

7. If one or more disputes arise with regard to the interpretation and/or performance of this agreement or any of its provisions, the parties agree to attempt to resolve same by phone conference with the mediator who facilitated this settlement. If the parties cannot resolve their differences by phone conference, then each agrees to schedule one day of Mediation with the mediator within thirty (30) days to resolve the disputes and to share the costs of same equally, if a party refuses to mediate, then that party may not recover attorneys fees or costs in any litigation brought to construe or enforce this agreement. Otherwise, if mediation is unsuccessful, then the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and expenses, including the cost of the unsuccessful mediation.

8. Other terms of this settlement are: 1) THE LEASE OF JUNE 1 2010 SHALL BE MODIFIED AS FOLLOWS: a) RENT OFF FROD PLUS TRIPLE NET b) TERM IS EXTENDED THROUGH 5/31/14 + 3 YEAR OPTION AT MARKET c) IF LEASE ASSIGNED AS PER PARAGRAPH XIX WITH LANDLORD'S CONSENT NEW TENANT GETS 3 MONTHS FREE RENT d) HOURS SHALL

9. This agreement is made and performable in Dallas County, Texas and shall be construed in accordance with the laws of the State of Texas. BE 11AM TO 2AM SO THAT TENANT MAY BE OPEN FOR LUNCH RATHER THAN AFTERNOON-LONG "BLOCK PARTIES" WHICH ARE PROHIBITED e) LANDLORD'S

10. Each signatory to this settlement has entered into same freely and without duress after having consulted with professionals of his or her choice. Each party hereto has been advised by the Mediator that the Mediator is not the attorney for any party and that each party should have this agreement reviewed by that party's attorney prior to executing same.

Signed this 2<sup>nd</sup> day of November 2010.

Plaintiffs  
[Signature]

Defendants  
[Signature]  
APPROVAL OF NEW NAME OR NEW ENTITY FOR TENANT SHALL NOT TRIGGER THE FREE RENT UNDER b) c)

Approved Attorney for Plaintiffs:

Approved Attorney for Defendants:  
[Signature]  
ROGER ALBRIGHT

Other Parties

Approved Attorney for:

Approved Attorney for:

Mediator(s): [Signature]