

SETTLEMENT AGREEMENT

This Settlement Agreement and Release ("Agreement") is made by and between JAMES J. DECOULOS, DECOULOS & COMPANY, LLC, and WRIGHT INDUSTRIES, INC., (hereinafter collectively "Decoulos") and EAGLE GAS, INC. NAJIB BADAOU, individually, THE MARINA NOMINEE TRUST, a real Estate trust, and NAJIB BADAOU, as Trustee of THE MARINA NOMINEE TRUST (hereinafter collectively "Eagle Gas") to be effective this 23rd day of July, 2007.

WHEREAS, various claims and counter-claims have been asserted by the parties against each other in the Lawsuit;

WHEREAS, the parties contest the claims and counter-claims asserted by each other and each denies all liability;

WHEREAS, the parties desire to settle their disputes presented in the Lawsuit;

NOW THEREFORE, in consideration of mutual covenants and promises contained herein, the parties agree as follows:

1. **No Admissions**

This Agreement is entered into by the parties to resolve the Lawsuit and to avoid future disputes. There are no admissions made by any of the parties released hereby with respect to the claims and counterclaims presented or which could have been presented in the Lawsuit.

2. **Definitions**

As used in this Agreement, the term "Lawsuit" shall mean all the claims and counterclaims that were or could have been brought or asserted in the action entitled JAMES J. DECOULOS, DECOULOS & COMPANY, LLC, and WRIGHT INDUSTRIES, INC., v. EAGLE GAS, INC. NAJIB BADAOU, individually, THE MARINA NOMINEE TRUST, a real

Estate trust, and NAJIB BADAoui, as Trustee of THE MARINA NOMINEE TRUST, Civil Action No.: 05-1428-A in Plymouth Superior Court, including any and all claims, known or unknown involving 131 Main Street, Carver, MA.

3. Payment and obligations

- a) Eagle Gas agrees to pay Decoulos \$25,000 toward the outstanding unpaid invoice balances of approximately \$70,000 within four weeks of the execution of this settlement agreement;
- b) Decoulos agrees to file a claim for 21J reimbursement of the \$25,000 received from Eagle within four weeks of receipt of the payment;
- c) Eagle Gas agrees to pay the full remaining unpaid balance proportionate to, and contingent upon, receipt of reimbursement for outstanding 21J claims returned at a similar reimbursement rate;
- d) Decoulos will work on previous 21J submissions for reimbursement that have yet to be adjudicated, as well as new submissions relating to the time period that Decoulos was the LSP of record;
- e) Eagle Gas shall withdraw its complaint against Decoulos to the LSP Board;
- f) Decoulos will seek and actively pursue Brownfields grant money on behalf of Eagle Gas. Decoulos will make a good faith effort and expend up to, but not more than, 20 hours filing appropriate applications to state and federal agencies;
- g) Decoulos will remove all liens on Eagle Gas property relating to the lawsuit upon receipt of the \$25,000 payment referred to in paragraph 3 subpart a.

4. Mutual Releases

4.1 Eagle Gas together with their present and former agents, servants and Employees and predecessors and insurers, successors, legal entities or representatives hereby release and forever discharge Decoulos from all debts, demands, actions, causes of action, suits, accounts, contracts, damages, omissions and any and all claims, demands, and liabilities whatsoever of every name and nature, including all attorneys' fees and costs, both IN LAW AND IN EQUITY, and for all sums of money claimed to be due as a result of any damages, personal injuries, monetary losses or any other losses of any kind or nature as described in and arising out of the LAWSUIT, also in full settlement, satisfaction and discharge of all damages, losses, claims for damages or losses and causes of action which Eagle Gas had or may have or now has against Decoulos as a result of any loss, injury or damage claimed by Eagle Gas, including, but not limited to, any and all claims which were asserted or could have been asserted in or arose from or relate to the subject matter of the following lawsuit: JAMES J. DECOULOS, DECOULOS & COMPANY, LLC, and WRIGHT INDUSTRIES, INC., v. EAGLE GAS, INC. NAJIB BADAOU, individually, THE MARINA NOMINEE TRUST, a real Estate trust, and NAJIB BADAOU, as Trustee of THE MARINA NOMINEE TRUST, Civil Action No.: 05-1428-A in Plymouth Superior Court. It is further expressly agreed that any suit heretofore brought for on account of said claims shall be dismissed at the insistence of Decoulos. his former agents, servants, employees and predecessor and successor. legal entities, insurers and reinsurers, and is hereby discharged from all liability growing out of said damages, losses or claims.

Decoulos together with its present and former agents, servants, employees, and predecessors and insurers or reinsurers, legal entities or representatives hereby release and

forever discharge Eagle Gas, from all debts, demands, actions, causes of action, suits, accounts, contracts, damages, omissions and any and all claims, demands, and liabilities whatsoever of every name and nature, including all attorneys' fees and costs, both in LAW AND IN EQUITY, and for all sums of money claimed to be due as a result of any damages, personal injuries, monetary losses or any other losses or damages of any kind or nature as described in and arising out of the LAWSUIT, also in full settlement, satisfaction and discharge of all damages, losses, claims for damages or losses and causes of action which Decoulos had or may have had and now has against Eagle Gas or their present and former agents, servants, employees and predecessors and successors legal entities, insurers or reinsurers as a result of any loss, injury or damage claimed by Decoulos including, but not limited to, any and all claims which were asserted or could have been asserted in or arose from or relate to the subject matter of the following lawsuit: in JAMES J. DECOULOS, DECOULOS & COMPANY, LLC, and WRIGHT INDUSTRIES, INC., v. EAGLE GAS, INC. NAJIB BADAOU, individually, THE MARINA NOMINEE TRUST, a real Estate trust, and NAJIB BADAOU, as Trustee of THE MARINA NOMINEE TRUST, Civil Action No.: 05-1428-A in Plymouth Superior Court. It is further expressly agreed that any suit heretofore brought for on account of said claims shall be dismissed at the insistence of Eagle Gas, or their present and former agents, servants, employees and predecessors and successors and are hereby discharged from all liability arising out of said damages, losses or claims.

4.2 This settlement is intended to and the parties warrant that it will dispose of any liability of any party to the other including each party's heirs, assigns and any other person or entity that might now or in the future have any claims relating to the LAWSUIT.

5. Miscellaneous

5.1 The parties acknowledge that they have read this document with care, and are aware that by signing this document that they are giving up all rights and claims and causes of action, and any and all rights and claims that each individually or collectively may have against the other including their respective present or former agents, servants, employees and predecessors and successors, legal entities and insurers. Knowing this, and knowing that new damages or losses may arise and be discovered or a cause of any action or actions of the other, the parties sign this document voluntarily and knowingly and fully without duress.

5.2 The parties further acknowledge that no representation of fact or opinion has been made by the other party or parties to this agreement or their present and former agents, servants, and employees and predecessors legal entities, or insurers.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 23rd DAY OF JULY, 2007.

JAMES J. DECOULOS,
DECOULOS & COMPANY, LLC,
WRIGHT INDUSTRIES, INC.



By: JAMES J. DECOULOS
Its: MANAGING MEMBER

EAGLE GAS, INC., NAJIB BADAoui,
Individually and as Trustee of THE MARIAN
NOMINEE TRUST



By:
Its: