

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dotolo Research Corp.	FORMERLY known as Dotolo Research Corporation	09/26/2006	CORPORATION:
Dotolo Research Ltd.	FORMERLY known as Citra Science, Ltd.	09/26/2006	LIMITED PARTNERSHIP:
Corneeltje Dotolo, as an individual and as a successor to the assets of Dotolo Research Ltd.		09/26/2006	INDIVIDUAL:
Vincent A. Dotolo, as a successor to the assets of Dotolo Research Ltd.		09/26/2006	INDIVIDUAL:
Raymond Dotolo, as an individual		09/26/2006	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Douglas Menchise
Street Address:	300 Turner Street
City:	Clearwater
State/Country:	FLORIDA
Postal Code:	34616
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Honigman Miller Schwartz and Cohn LLP
Street Address:	2290 First National Building, 660 Woodward Ave.
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226-3506
Entity Type:	LIMITED LIABILITY PARTNERSHIP: MICHIGAN

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1158993	TOXYGEN
Registration Number:	2930146	SURVIVOR

TRADEMARK

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REEL: 004637 FRAME: 0568

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CORRESPONDENCE DATA

Fax Number: (813)229-1660
Phone: 8132297600
Email: mrichter@slk-law.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Mindi M. Richter/Shumaker, Loop & Kendri
Address Line 1: 101 East Kennedy Boulevard, Suite 2800
Address Line 4: Tampa, FLORIDA 33602

NAME OF SUBMITTER:	Mindi M. Richter
Signature:	/Mindi M. Richter/
Date:	10/06/2011

Total Attachments: 80

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Settlement Agreement

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

IN RE:

VINCENT A. DOTOLO and
CORNEELTJE DOTOLO,

Debtors.

Case No. 8:03-bk-21668-MGW
Chapter 7

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiff,

Adv. Proc. No.: 05-00742

vs.

CORNEELTJE DOTOLO,
an individual,

Defendant.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiffs,

Adv. Proc. No.: 05-785

v.

DOTOLO RESEARCH CORP., et. al.

Defendants.

DOUGLAS MENCHISE,
Chapter 7 Trustee, et. al.

Plaintiffs,

Adv. Proc. No.: 05-784

v.

CORNEELTJE DOTOLO, et. al.

Defendants.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiff,

Adv. Proc. No.: 04-710

v.

VINCENT DOTOLO and
CORNEELTJE DOTOLO,

Defendants.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Intervention Plaintiff,

v.

Adv. Proc. No.: 04-709

CORNEELTJE DOTOLO, et. al.

Intervention Defendants.

Settlement Agreement

Honigman, Miller, Schwartz & Cohn, LLP ("HMS&C"), Douglas Menchise as the Chapter 7 Trustee of Corneeltje Dotolo ("Trustee"), Corneeltje Dotolo ("C. Dotolo"), Vincent Dotolo ("V. Dotolo"), Dominique Dotolo ("D. Dotolo"), Raymond Dotolo ("R. Dotolo") and Dotolo Research Corp., along with all affiliates as defined by 11 U.S.C. §101(2) including but not limited to Dotolo Research Ltd., Dotolo Research Corporation, Dotolo Institute, Inc., (excluding Vin-Dotco, Inc.) (collectively "Dotolo Research"), agree to resolve their claims by and between themselves as follows:

1. The Trustee will retain and be entitled to pursue all claims to avoid transfers of assets to D. Dotolo or to other parties on account the disposition of real property located in Grimsby, England; and

2. The objections to the claims of exemptions by C. Dotolo will be sustained to the extent of \$100,000.00 in the pension and profit sharing plan which shall be withdrawn from her pension and profit sharing plan and paid to the Trustee immediately; and

3. All other claims against C. Dotolo and V. Dotolo, including the objection to the claim of exemptions as to a divisible one-half interest in the property located at 2674 Heron Lane South in Clearwater, Florida, will be dismissed in exchange for:

A. the payment of the sum of \$300,000.00, which sum shall be paid, without interest, at the rate of \$5,000.00 in principal per month for the first six (6) months and the remainder shall be paid, with interest at the rate of 8%, in the aggregate monthly amount of \$6,146.17 for the next fifty-four (54) months until the remainder of the \$300,000.00 is paid in full with interest; and

- B. this payment obligation will be memorialized by a Promissory Note co-obligating R. Dotolo and Dotolo Research jointly and severally and will further be secured by both the stock in Dotolo Research, along with all affiliates, and the furniture, fixtures, equipment, inventory and intellectual property of Dotolo Research; and
- C. the stock pledge described above will be effectuated by and through the issuance of new shares, consistent with the terms and conditions set forth herein, and the physical pledge of all of such shares to the Trustee to be held pending the full compliance with the payment terms set forth herein, with no other shares to be authorized or issued without the express written consent of HMS&C and the Trustee; and
- D. the security interest provided in the furniture, fixtures, equipment, inventory and intellectual property of Dotolo Research will be a prime lien and will be subordinate only if HMS&C and the Trustee jointly execute a mutually satisfactory Subordination Agreement; and

4. C. Dotolo, V. Dotolo and D. Dotolo hereby stipulate that all of the stock in Dotolo Research is owned solely by C. Dotolo and that such stock is property of C. Dotolo's Chapter 7 Bankruptcy Estate; and

5. In exchange for the consideration set forth herein, the Trustee will abandon all of the stock in Dotolo Research back to C. Dotolo, subject to the terms and conditions herein; and

6. All current shares in Dotolo Research will be cancelled upon the entry of an Order approving and adopting this Settlement Agreement and new shares will be issued with seventy-five percent (75%) of the of the stock in Dotolo Research being issued to R. Dotolo and the remaining twenty-five percent (25%) of the stock in Dotolo Research being issued to C. Dotolo or her designee; and

7. V. Dotolo may have no role in the operations, management or administration of the affairs of Dotolo Research in any way whether as an officer, director, employee or otherwise; and

8. Unless and until all of the obligations set forth herein are fully satisfied, R. Dotolo will remain as President and an active full time employee and manager of Dotolo Research unless otherwise agreed to in writing by HMS&C and the Trustee; and

9. Unless and until all of the obligations set forth herein are fully satisfied, no shareholders, including Dotolo family members, may receive any compensation or distributions from Dotolo Research, except for: (A) monthly sums of \$5,000.00 to be paid

to C. Dotolo (along with the provision of health insurance), (B) weekly sums of \$250.00 to be paid to D. Dotolo, (C) annual compensation to be paid to R. Dotolo in the maximum annual amount of \$100,000.00 for the calendar year of 2006, along with up to ten percent (10%) annual increases for each calendar year beginning on January 1, 2007, unless such greater amount is approved in writing by HMS&C and the Trustee, and (D) profit-sharing contributions to be made in the ordinary course of business to C. Dotolo and R. Dotolo, with the further provision that such payments may only be paid if Dotolo Research has sufficient net revenues, exclusive of such sums to be paid to C. Dotolo, D. Dotolo and R. Dotolo, with which to fund such payments. Otherwise, all other non-insider compensation decisions will be a matter to be decided by duly appointed management; and

10. Unless and until all of the obligations set forth herein are fully satisfied, Dotolo Research shall collectively provide:

- A. calendar quarterly financial statements for Dotolo Research, including but not limited to Income Statement, Balance Sheet, Statement of Cash Flows and a General Ledger to both HMS&C and the Trustee, to be received no later than the thirtieth (30th) day of the month following the close of the calendar quarter,
- B. written notice, to be received within seven (7) days of receipt by Dotolo Research, of (i) any transactions or events outside the normal course of Dotolo Research's business, (ii) any litigation against the Dotolo Research not covered in full by insurance, (iii) any extraordinary claims or expenses of Dotolo Research, (iv) any notices of default against Dotolo Research,

and

- C. proof of satisfactory insurance covering the assets and operations of Dotolo Research naming HMS&C and the Trustee as additional loss payees, to be received within thirty (30) days of the execution of this Settlement Agreement

by delivering copies of all such documents to:

Carl Herstein, Esq.
Honigman Miller Schwartz and Cohn, LLP
2290 First National Building
660 Woodward Ave.
Detroit, MI 48226-3506

and

Steven M. Berman, Esq.
Berman PLC
401 S. Florida Ave., Suite 300
Tampa, FL 33606

and

Douglas Menchise, Esq.
300 Turner Street
Clearwater, FL 34616

11. Dotolo Research may not incur any additional debt outside of the ordinary course of business without the prior written consent of both HMS&C and the Trustee; and

12. HMS&C will, in lieu of a substantial contribution claim being made against C. Dotolo's Chapter 7 Bankruptcy Estate pursuant to 11 U.S.C. §503(b) with respect to the recoveries described herein, receive an advance pro rata distribution on account of the \$100,000.00 payment described in paragraph 3 above, less the distribution to the Trustee on account of statutory trustee's fees; and

13. With respect to other recoveries which may come to either the Chapter 7 Estates of V. Dotolo and C. Dotolo due to the efforts of HMS&C, HMS&C reserves the right to file and request the award of an administrative expense claim due to its substantial contributions pursuant to 11 U.S.C. §503(b); and

14. The Trustee will be permitted to make additional distributions to both allowed administrative and unsecured creditors on a quarterly basis as the payments described in paragraph 4 are made to and received by the Trustee, upon the entry of an ex-parte Order ; and

15. HMS&C and the Trustee will continue to work together to complete pending litigation, to collect settlement monies and to pursue additional avoidable transfers revealed through discovery; and

16. C. Dotolo, V. Dotolo, D. Dotolo and Dotolo Research will continue to use their best faith efforts to assist both HMS&C and the Trustee in their collective continued efforts to recover property of the Chapter 7 Estates of both V. Dotolo and C. Dotolo and to pursue related claims; and

17. The Trustee reserves the right to seek to revoke C. Dotolo's discharge or V. Dotolo's discharge if sufficient grounds arise pursuant to 11 U.S.C. §727(d), including but not limited to the concealment, secretion, dissipation or transfer of other property of the Chapter 7 Estates of V. Dotolo and C. Dotolo; and

18. In the event of either a monetary or non-monetary default, HMS&C or the Trustee may provide notice of default to:

If to Raymond Dotolo or Dotolo Research, by delivering a copy to

Bernard J. Morse, Esq.
Morse & Gomez, P.A.
119 South Dakota Ave.
Tampa, FL 33606
bmorse@morsegomez.com

If to C. Dotolo, by delivering a copy to

Melissa Gilkey Mince
P O Box 4426
Seminole, FL 33775-1426
mgnicat@tampabay.rr.com

If to V. Dotolo, by delivering a copy to

Vincent Dotolo
2674 Heron Lane South
Clearwater, FL 33762

If to D. Dotolo, by delivering a copy to

Dominique Dotolo
2674 Heron Lane South
Clearwater, FL 33762

19. If such defaults are not cured within ten (10) days of the receipt of notice described above and such defaults are not otherwise controverted by the filing with the United States Bankruptcy Court for the Middle District of Florida ("Court") of an Affidavit of No Default filed within such ten (10) days of the receipt of notice described above, the Trustee shall be entitled to retain ownership of the pledged Dotolo Research stock for the benefit of the creditors of C. Dotolo's Chapter 7 Estate, to immediately take control of the Dotolo Research's pledged assets, to recover on the Promissory Notes described herein and to pursue other appropriate remedies afforded under applicable law. This Court shall have the exclusive jurisdiction to determine the occurrence of any default of the terms and conditions of this Settlement Agreement; and

20. The parties to this Settlement Agreement expressly agree that none of the obligations of the parties hereto bind or are the responsibility of Vin-Dotco, Inc. and Vin-Dotco, Inc.'s current share ownership, as directed by previous court order, will remain unaffected by this Settlement Agreement; and

21. Dotolo Research agrees that it will not modify its current relationship with Vin-Dotco, Inc. and will not make claims against Vin-Dotco, Inc. without the express written consent of HMS&C; and

22. All of the parties to this Settlement Agreement agree to use their best faith efforts to execute all documents necessary to implement the terms of this Settlement Agreement to effectuate the intent of the parties hereto; and

23. The effectiveness of this Settlement Agreement is expressly conditioned upon the approval of each and every stipulation and provision of this Settlement Agreement by the Court; and

24. All of the terms and conditions of this Settlement Agreement are separately enforceable and any disputes regarding the interpretation or enforcement of the terms of this Settlement Agreement, including but not limited to the enforcement of the security interests described herein, will lie within this Court's exclusive jurisdiction; and

25. The prevailing party in any action described above will be entitled to the recovery of reasonable fees and costs incurred in connection with such efforts; and

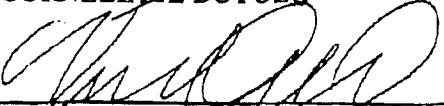
26. This Court shall retain the fullest jurisdiction possible to interpret and enforce the terms of this Settlement Agreement, any documents executed in implementation thereof, and any Orders entered hereon.

Dated as of this 3rd day of May, 2006.



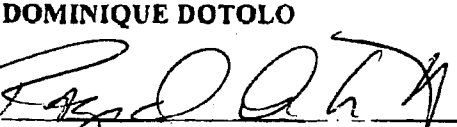
CORNEEL P. DOTOLO

Date: 7/11/06




VINCENT DOTOLO

Date: 5-03-2006



DOMINIQUE DOTOLO

Date: _____



RAYMOND DOTOLO

Date: 7/11/06

20. The parties to this Settlement Agreement expressly agree that none of the obligations of the parties hereto bind or are the responsibility of Vin-Dotco, Inc. and Vin-Dotco, Inc.'s current share ownership, as directed by previous court order, will remain unaffected by this Settlement Agreement; and

21. Dotolo Research agrees that it will not modify its current relationship with Vin-Dotco, Inc. and will not make claims against Vin-Dotco, Inc. without the express written consent of HMS&C; and

22. All of the parties to this Settlement Agreement agree to use their best faith efforts to execute all documents necessary to implement the terms of this Settlement Agreement to effectuate the intent of the parties hereto; and

23. The effectiveness of this Settlement Agreement is expressly conditioned upon the approval of each and every stipulation and provision of this Settlement Agreement by the Court; and

24. All of the terms and conditions of this Settlement Agreement are separately enforceable and any disputes regarding the interpretation or enforcement of the terms of this Settlement Agreement, including but not limited to the enforcement of the security interests described herein, will lie within this Court's exclusive jurisdiction; and

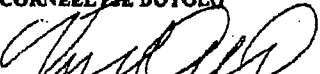
25. The prevailing party in any action described above will be entitled to the recovery of reasonable fees and costs incurred in connection with such efforts; and

26. This Court shall retain the fullest jurisdiction possible to interpret and enforce the terms of this Settlement Agreement, any documents executed in implementation thereof, and any Orders entered hereon.

Dated as of this 3rd day of May, 2006.


CORNEEL P. DOTOLO

Date: 7/11/06


VINCENT DOTOLO

Date: 5-03-2006


DOMINIQUE DOTOLO

Date: 7/11/06



RAYMOND DOTOLO

Date: 7/11/06

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DOTOLO RESEARCH CORPORATION
 By: *Raymond DeTolo*
 Its: *PRESIDENT*

Date: 7/11/06


HONIGMAN MILLER SCHWARTZ & COHN LLP
 By:
 Its:

Date: _____


DOUGLAS MENCHISE, as CHAPTER 7 TRUSTEE

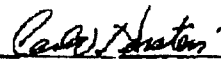
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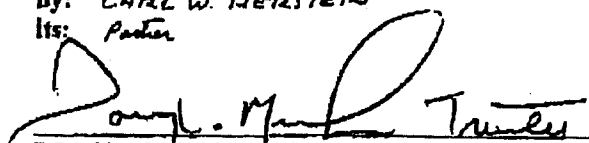
DOTOLO RESEARCH CORPORATION
By: *Raymond DeTolo*
Its: *PRESIDENT*

Date: 7/11/06



HONIGMAN MILLER SCHWARTZ & COHN LLP
By: *CARL W. HERTSTEIN*
Its: *Partner*

Date: 7/11/06



DOUGLAS MENCHISE, as CHAPTER 7 TRUSTEE

Date: 7/11/06

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Addendum to Settlement Agreement

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

IN RE:

VINCENT A. DOTOLO and
CORNEELTJE DOTOLO,

Case No. 8:03-bk-21668-MGW
Chapter 7

Debtors.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiff,

Adv. Proc. No.: 05-00742

vs.

CORNEELTJE DOTOLO,
an individual,

Defendant.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiffs,

Adv. Proc. No.: 05-785

v.

DOTOLO RESEARCH CORP., et. al.

Defendants.

DOUGLAS MENCHISE,
Chapter 7 Trustee, et. al.

Plaintiffs,

Adv. Proc. No.: 05-784

v.

CORNEELTJE DOTOLO, et. al.

Defendants.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiff,

Adv. Proc. No.: 04-710

v.

VINCENT DOTOLO and
CORNEELTJE DOTOLO,

Defendants.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Intervention Plaintiff,

v.

Adv. Proc. No.: 04-709

CORNEELTJE DOTOLO, et. al.

Intervention Defendants.

Addendum to Settlement Agreement

Honigman, Miller, Schwartz & Cohn, LLP ("HMS&C"), Douglas Menchise as the Chapter 7 Trustee of Corneeltje Dotolo ("Trustee"), Corneeltje Dotolo ("C. Dotolo"), Dominique Dotolo ("D. Dotolo"), Raymond Dotolo ("R. Dotolo") and Dotolo Research Corp., along with all affiliates as defined by 11 U.S.C. §101(2) including but not limited to Dotolo Research Ltd., Dotolo Research Corporation, Dotolo Institute, Inc., (excluding Vin-Doteco, Inc.) (collectively "Dotolo Research"), agree to hereby supplement and clarify certain of the issues set forth in the Settlement Agreement entered into by and between the above parties on or about May 3, 2006, and joined into by Vincent Dotolo ("V. Dotolo") (collectively "Settlement Agreement") as follows:

1. Paragraph No. 2 of the Settlement Agreement read as follows:

The Trustee will retain and be entitled to pursue all claims to avoid transfers of assets to D. Dotolo or to other parties on account the disposition of real property located in Grimsby, England; and

2. The parties to the Settlement Agreement agree to clarify the intentions and purpose of Paragraph No. 2 by amending it to read as follows:

The Trustee will retain and be entitled to pursue:

- (A) **all claims to avoid transfers of assets to D. Dotolo, to the extent such transfers were**

1. **made by V. Dotolo, C. Dotolo or both of them, or**

2. made by other parties with the assets of either V. Dotolo, C. Dotolo or both of them,

and to the extent such transfers were

1. of non-exempt assets, and
2. made during the period from January 1, 1999, through May 3, 2006, and
3. exceed the sum of \$25,000.00 when such transfers are totaled together; and

- (B) all claims to avoid transfers of assets to D. Dotolo or to any other parties on account the disposition of real property located in Grimsby, England; and

3. The amended and supplemented Paragraph No. 2 will act to supersede the original Paragraph No. 2 of the Settlement Agreement and no further execution of a Settlement Agreement will be necessary for the parties to the Settlement Agreement to agree to and be bound by the amended and supplemented Paragraph No. 2 set forth above at paragraph number 2 of this Addendum to Settlement Agreement.

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4. No other provisions of the Settlement Agreement will be otherwise affected by this Addendum to Settlement Agreement.

Dated as of this 3rd day of May, 2006.


CORNEELTJE DOTOLO

Date: _____


VINCENT DOTOLO


Date: _____

DOMINIQUE DOTOLO

Date: _____


RAYMOND DOTOLO

Date: May 30, 2006


DOTOLO RESEARCH CORPORATION
By: Raymond Dotolo
Its: President

Date: May 30, 2006

HONIGMAN MILLER SCHWARTZ & COHN LLP
By:
Its:

Date: _____

DOUGLAS MENCHISE, as CHAPTER 7 TRUSTEE

Date: _____

4. No other provisions of the Settlement Agreement will be otherwise affected by this Addendum to Settlement Agreement.

Dated as of this 3rd day of May, 2006.

CORNEELTJE DOTOLO

Date: _____

VINCENT DOTOLO

Date: _____


DOMINIQUE DOTOLO

Date: _____



RAYMOND DOTOLO

Date: 7/11/06

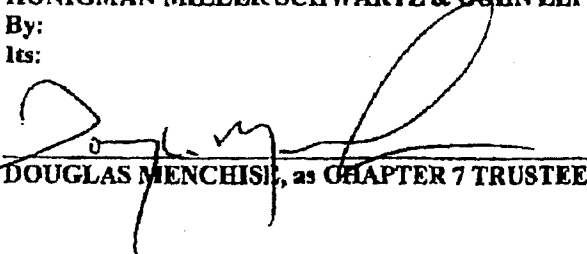


DOTOLO RESEARCH CORPORATION
By: Raymond DotoLO
Its: President

Date: 7/11/06

HONIGMAN MILLER SCHWARTZ & COHN LLP
By:
Its:

Date: _____



DOUGLAS MENCHISI, as CHAPTER 7 TRUSTEE

Date: 6-6-06

4. No other provisions of the Settlement Agreement will be otherwise affected by this Addendum to Settlement Agreement.

Dated as of this 3rd day of May, 2006.

CORNEELTJE DOTOLO

Date: _____

VINCENT DOTOLO

Date: _____


DOMINIQUE DOTOLO

Date: _____



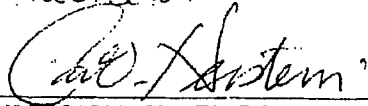
RAYMOND DOTOLO

Date: May 30, 2006



DOTOLO RESEARCH CORPORATION
By: Raymond DotoLO
Its: PRESIDENT

Date: May 30, 2006



HONIGMAN MILLER SCHWARTZ & COHN LLP
By: CARL W. HERTSTEIN
Its: PARTNER

Date: June 6, 2006

DOUGLAS MENCHISE, as CHAPTER 7 TRUSTEE

Date: _____

4. No other provisions of the Settlement Agreement will be otherwise affected by this Addendum to Settlement Agreement.

Dated as of this 3rd day of May, 2006.


CORNEELTJE DOTOLO

Date: _____


VINCENT DOTOLO


Date: _____


DOMINIQUE DOTOLO

Date: 7/11/06


RAYMOND DOTOLO

Date: May 30, 2006


DOTOLO RESEARCH CORPORATION
By: Raymond Dotolo
Its: PRESIDENT

Date: May 30, 2006

HONIGMAN MILLER SCHWARTZ & COHN LLP
By:
Its:

Date: _____

DOUGLAS MENCHISE, as CHAPTER 7 TRUSTEE

Date: _____

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

IN RE:

VINCENT A. DOTOLO and
CORNEELTJE DOTOLO,

Debtors.

Case No. 8:03-bk-21668-MGW
Chapter 7

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiff,

Adv. Proc. No.: 05-00742

vs.

CORNEELTJE DOTOLO,
an individual,

Defendant.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiffs,

Adv. Proc. No.: 05-785

v.

DOTOLO RESEARCH CORP., et. al.

Defendants.

DOUGLAS MENCHISE,
Chapter 7 Trustee, et. al.

Plaintiffs,

v.

Adv. Proc. No.: 05-784

CORNEELTJE DOTOLO, et. al.

Defendants.

JOINT MOTION TO COMPROMISE CONTROVERSY

NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING

Pursuant to Local Rule 2002-4, the Court will consider this motion, objection, or other matter without further notice or hearing unless a party in interest files an objection **within twenty (20) days** from the date of service of this paper. If you object to the relief requested in this paper, you must file your objection with the Clerk of the Court at **Sam Gibbons Courthouse, 801 N. Florida Ave., Tampa, FL 33602**, and serve a copy on the Chapter 11 Trustee, **Douglas N. Menchise**, and any other appropriate persons.

If you file and serve an objection within the time permitted, the Court will schedule a hearing and you will be notified. If you do not file an objection within the time permitted, the Court will consider that you do not oppose the granting of the relief requested in the paper, will proceed to consider the paper without further notice or hearing, and may grant the relief requested.

Honigman, Miller, Schwartz & Cohn, LLP (“HMS&C”) and Douglas N. Menchise as the Chapter 7 Trustee of Corneeltje Dotolo and Vincent A. Dotolo (“Trustee”), pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure and Rule 2002-4 of the Local Rules of the United States Bankruptcy Court for the Middle District of Florida, hereby files this their Joint Motion to Compromise Controversy (the “Motion to Compromise”) to compromise the controversy between HMS&C, the Trustee, Corneeltje Dotolo (“C. Dotolo”), Vincent A. Dotolo (“V. Dotolo”) Dominique Dotolo (“D. Dotolo”), Raymond Dotolo (“R. Dotolo”) and Dotolo Research Corp., along with all affiliates as defined by 11 U.S.C. §101(2) including but not limited to Dotolo Research Ltd., Dotolo Research Corporation, Dotolo Institute, Inc., (excluding Vin-Dotco, Inc.) (collectively “Dotolo Research”), related to the disputes as between the Trustee,

HMS&C and C. Dotolo in the adversary proceeding styled *Douglas Menchise, Chapter 7 Trustee, et. al.*, Adversary Proceeding No. 05-ap-00784-MGW, the dispute between HMS&C and C. Dotolo in the adversary proceeding styled *Honigman, Miller, Schwartz & Cohn, LLP, et. al v. Corneeltje Dotolo*, Adversary Proceeding No. 05-ap-00742-MGW, and the dispute as between HMS&C, Dotolo Research, V. Dotolo and C. Dotolo, in the Adversary Proceeding styled *Honigman, Miller, Schwartz & Cohn, LLP, et. al*, Adversary Proceeding No. 05-ap-00785-MGW, and in support thereof state the following:

1. V. Dotolo filed his voluntary petition under Chapter 11 of the Bankruptcy Code on October 20, 2003 (the "V. Dotolo Petition Date").
2. C. Dotolo filed her voluntary petition under Chapter 7 of the Bankruptcy Code on May 30, 2005 (the "C. Dotolo Petition Date").
3. On May 24, 2004, this Court entered its Order Governing Procedures After Conversion from Chapter 11 Case to Chapter 7, in which this Court converted V. Dotolo's bankruptcy from Chapter 11 to a Chapter 7 bankruptcy case. (Case No. 03-21668, Dk. No. 92).
4. On May 25, 2004, this Court entered its Notice of Conversion of Case to Chapter 7, in which this Court appointed Douglas N. Menchise as the Chapter 7 Trustee of the V. Dotolo Bankruptcy Case. (Case No. 03-21668, Dk. No. 93).
5. On October 11, 2005, HMS&C filed its Complaint Objecting to Discharge against C. Dotolo thus initiating the Adversary Proceeding No. 05-00742.
6. On October 20, 2005, HMS&C filed its Complaint for Declaratory Relief against Dotolo Research, V. Dotolo and C. Dotolo, thus initiating Adversary Proceeding No. 05-00785.
7. On October 20, 2005, the Trustee and HMS&C filed their complaint against C. Dotolo, individually and as a trustee, V. Dotolo, Vin-Dotco Sales Limited Partnership, Vin-

Dotco Sales LLC, and Dotolo Research Corporation, thus initiating Adversary Proceeding No. 05-00784.

8. On May 4, 2006, this Court scheduled hearings as follows: a final evidentiary hearing in Adversary Proceeding No. 05-00742 with respect to the Complaint Objecting to Discharge; a final evidentiary in Adversary Proceeding No. 05-00784 with respect to the Complaint to Avoid Fraudulent Transfers and the Motion to Dismiss filed by V. Dotolo; a final evidentiary hearing on Objection to Debtors' Claim of Exemptions filed by HMS&C and a response thereto filed by C. Dotolo in the C. Dotolo and V. Dotolo Joint Bankruptcy Case No. 03-21668 (the "Joint Bankruptcy Case"); a final evidentiary hearing on the Trustee's Objection to Debtors' Claim of Exemptions and responses thereto filed by C. Dotolo and V. Dotolo in the Joint Bankruptcy Case; and a final evidentiary hearing on the Trustee's Supplemental Objection to Debtor's Claim of Exemptions and response filed by C. Dotolo in the Joint Bankruptcy Case.

9. On April 26, 2006, just prior to this Court's scheduled hearings on May 4, 2006, all parties mediated all pending disputes and were able to resolve all pending matters as set forth herein.

Proposed Compromise

10. The Trustee, HMS&C, C. Dotolo, D. Dotolo, R. Dotolo, Dotolo Research, and V. Dotolo have agreed and desire to compromise the Adversary Proceedings listed above as is set forth in the Settlement Agreement attached hereto as Exhibit "A."

11. On May 3, 2006, C. Dotolo, D. Dotolo, R. Dotolo, Dotolo Research and the Trustee executed a document entitled "Settlement Agreement" in which the parties came to an

agreement and desire to compromise the numerous Adversary Proceedings listed above with respect to numerous issues, including but not limited to :

- a. objections to claims of exemptions by C. Dotolo;
- b. the ownership of Dotolo Research stock;
- c. V. Dotolo's inability to operate or manage Dotolo Research;
- d. R. Dotolo's ability to remain as President and manager of Dotolo Research on the fulfillment of certain conditions;
- e. distributions or compensation to shareholders of Dotolo Research
- f. the disclosure of certain information by Dotolo Research if certain specified requirements are not satisfied
- g. Dotolo Research's entrance into further debt obligations outside the ordinary course of business;
- h. HMS&C's distribution from C. Dotolo's bankruptcy estate in lieu of a substantial contribution claim;
- i. HMS&C's right to file and request an award of an administrative expense claim;
- j. the Trustee's ability to seek revocation of C. Dotolo's bankruptcy discharge;
- k. the Trustee and HMS&C's rights subsequent to a default of the terms of the Settlement Agreement; and
- l. Dotolo Research's relationship with Vin-Dotco Inc.

A true and correct copy of the Settlement Agreement is attached hereto as Exhibit "A."

12. Initially, V. Dotolo informed Trustee and HMS&C that he would not sign any settlement agreement, including the Settlement Agreement discussed above, however, on May 3, 2006, V. Dotolo signed a separate settlement agreement ("V. Dotolo Settlement Agreement"). A true and correct copy of the V. Dotolo Settlement Agreement is attached hereto as Exhibit "B."

13. The V. Dotolo Settlement Agreement generally contains the same language of the Settlement Agreement, except it also includes the following provision: claims against C. Dotolo and V. Dotolo, except for claims related to avoidable transfers to D. Dotolo and to the objection to the claims of exemptions by C. Dotolo, will be dismissed in exchange for the payment of the sum of three hundred thousand dollars (“\$300,000.00”) (“V. Dotolo Settlement Agreement”). See attached V. Dotolo Settlement Agreement as Exhibit “B.”

14. At this Court’s Hearing on May 4, 2006, this Court raised concerns regarding the clarity of specific provisions of the Settlement Agreement, more specifically, this Court questioned the extent to which the Trustee retained an ability to pursue claims as against D. Dotolo. A true and correct copy of the Transcript of the Hearing Dated May 4, 2006 will be filed under separate cover as Exhibit “C.”

15. At the May 4, 2006 Hearing, the Trustee and counsel for HMS&C, Dotolo Research, C. Dotolo met to discuss this Court’s concerns with respect to the Trustee’s ability to pursue claims against D. Dotolo. See the Transcript of the Hearing Dated May 4, 2006 filed under separate cover as Exhibit “C.”

16. After the brief meeting and following the agreement of counsel for the parties, counsel for HMS&C presented to this Court that the parties’ counsel, on behalf of their clients, had reached the following understanding: that if either the Trustee or HMS&C received information that C. Dotolo or V. Dotolo made potentially avoidable transfers to D. Dotolo from January 1, 1999 forward, in excess of twenty five thousand dollars (“\$25,000”), which does not include any transfer pertaining to the Grimsby property in England or the two hundred fifty dollars (“\$250.00”) a week which D. Dotolo received from Dotolo Research, then the Trustee

would retain the right to pursue such claims. See the Transcript of the Hearing Dated May 4, 2006 filed under separate cover as Exhibit "C."

17. Subsequent to the May 4, 2006 Hearing the Trustee and HMS&C amended the Settlement Agreement to more clearly specify the Trustee's ability to pursue avoidance actions against D. Dotolo ("Addendum to Settlement Agreement"). A true and correct copy of the Addendum to Settlement Agreement is attached hereto as Exhibit "D."

18. On May 4, 2006, counsel for HMS&C sent the parties to the Settlement Agreement the Addendum to Settlement Agreement.

19. On May 5, 2006, counsel for HMS&C further revised the Addendum to Settlement to better clarify the rights of the Trustee to pursue avoidance actions against D. Dotolo ("Amended Addendum to Settlement Agreement"), and requested that all parties execute the Amended Addendum to Settlement Agreement. A true and correct copy of the Amended Addendum to Settlement Agreement is attached hereto as Composite Exhibit "E."

20. On May 8, 2006, Counsel for C. Dotolo, Melissa Mince ("Mince"), advised counsel for HMS&C that both C. Dotolo and D. Dotolo executed the Addendum to Settlement Agreement, however, Mince never forwarded the executed Addenda to Settlement Agreement to counsel for HMS&C. In the same email, Mince also advised that she A true and correct copy of the Mince May 8, 2006 email is attached hereto as Exhibit "F."

21. On May 30, 2006, R. Dotolo and Dotolo Research executed the Amended Addendum to Settlement Agreement. See Exhibit "E."

22. On June 6, 2006, the Trustee executed the Amended Addendum to Settlement Agreement. See Exhibit "E."

23. On June 6, 2006, HSM&C executed the Amended Addendum to Settlement Agreement. See Exhibit "E."

24. The Trustee submits that the proposed compromise is in the best interests of C. Dotolo and V. Dotolo, creditors of both C. Dotolo and V. Dotolo and the estate. The Trustee further submits that the proposed Settlement Agreement is in the best exercise of his business judgment with respect to the various Adversary Proceedings listed above and therefore satisfies the factors set forth by the Eleventh Circuit Court of Appeal in In re Justice Oaks II, Ltd., 898 F.2d 1544 (11th Cir. 1990).

WHEREFORE, the Trustee and HMS&C respectfully request that this Court enter an Order: (i) approving the proposed compromise; (ii) directing the parties to this Motion to implement the terms of this compromise; (iii) granting this Motion to Compromise; and (iv) for such other and further relief as this Court deems just and appropriate.

Dated this 7th day of June, 2006.

BERMAN PLC

/s/ Steven M. Berman, Esq.
STEVEN M. BERMAN, ESQ.
Florida Bar No. 856290
401 S. Florida Ave., Ste. 300
Tampa, FL 33602
Telephone: 813-301-0043
Facsimile: 813-301-0045

Douglas N. Menchise, P.A.

/s/ Douglas N. Menchise
DOUGLAS N. MENCHISE, ESQ.
Florida Bar No.: 214965
300 Turner Street
Clearwater, FL 33756
Telephone: 727-442-2186
Facsimile: 727-461-2096

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the forgoing **Joint Motion to Compromise Controversy** has been served on the 7th day of June, 2006, via Electronic Noticing or on the 8th day of June, 2006 via Regular U.S. Mail to: **Melissa Gilkey Mince, Esq.**, P.O. Box 4426, Seminole, FL 33775, **Vincent Dotolo**, 2674 Heron Lane South, Clearwater, FL 33762, **United States Trustee**, 501 E. Polk St., Ste. 1200, Tampa, FL 33602, **Douglas Menchise, Esq.**, 300 Turner St., Clearwater, FL 33756, **Dominique E. Dotolo**, 8402 Williamsburg Circle, Pensacola, FL 32514, **Bernard Morse, Esq.**, 119 S. Dakota Ave, Tampa, FL 33606, and all parties on the attached Creditors Mailing Matrix, and all parties on the attached Vin-Dotco Inc. (8:02-bk-07383-MGW) Creditors Mailing Matrix.

/s/ Steven M. Berman
Steven M. Berman, Esq.

F:\Shared Office Files\Clients\Dotolo\PLEADINGS_3-21668\m-joint comp controversy.doc

Exhibit “A”

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

IN RE:

VINCENT A. DOTOLO and
CORNEELTJE DOTOLO,

Case No. 8:03-bk-21668-MGW
Chapter 7

Debtors.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiff,

Adv. Proc. No.: 05-00742

vs.

CORNEELTJE DOTOLO,
an individual,

Defendant.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiffs,

Adv. Proc. No.: 05-785

v.

DOTOLO RESEARCH CORP., et. al.

Defendants.

DOUGLAS MENCHISE,
Chapter 7 Trustee, et. al.

Plaintiffs,

Adv. Proc. No.: 05-784

v.

CORNEELTJE DOTOLO, et. al.

Defendants.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiff,

Adv. Proc. No.: 04-710

v.



VINCENT DOTOLO and
CORNEELTJE DOTOLO.

Defendants.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Intervention Plaintiff.

v.

Adv. Proc. No.: 04-709


CORNEELTJE DOTOLO, et. al.

Intervention Defendants.

Settlement Agreement

Honigman, Miller, Schwartz & Cohn, LLP ("HMS&C"), Douglas Menchise as the Chapter 7 Trustee of Corneeltje Dotolo ("Trustee"), Corneeltje Dotolo ("C. Dotolo"), Dominique Dotolo ("D. Dotolo"), Raymond Dotolo ("R. Dotolo") and Dotolo Research Corp., along with all affiliates as defined by 11 U.S.C. §101(2) including but not limited to Dotolo Research Ltd., Dotolo Research Corporation, Dotolo Institute, Inc., (excluding Vin-Dotco, Inc.) (collectively "Dotolo Research"), agree to resolve their claims by and between themselves as follows:

1. The Trustee will retain and be entitled to pursue all rights, claims and objections to the claims of exemptions as against Vincent Dotolo, including but not limited to the objection to the claim of exemptions as to a divisible one-half interest in the property located at 2674 Heron Lane South in Clearwater, Florida, ("V. Dotolo"); and
2. The Trustee will retain and be entitled to pursue all claims to avoid transfers of assets to D. Dotolo or to other parties on account the disposition of real property located in Grimsby, England; and
3. The objections to the claims of exemptions by C. Dotolo will be sustained to the extent of \$100,000.00 in the pension and profit sharing plan which shall be withdrawn from her pension and profit sharing plan and paid to the Trustee immediately; and
4. All other claims against C. Dotolo, including the objection to the claim of exemptions as to a divisible one-half interest in the property located at 2674 Heron Lane South in Clearwater, Florida, will be dismissed in exchange for:
 - A. the payment of the sum of \$300,000.00, which sum shall be paid, without interest, at the rate of \$5,000.00 in principal per month for the first six (6) months and the remainder shall be paid, with



interest at the rate of 8%. in the aggregate monthly amount of \$6,146.17 for the next fifty-four (54) months until the remainder of the \$300,000.00 is paid in full with interest; and

- B. this payment obligation will be memorialized by a Promissory Note co-obligating R. Dotolo and Dotolo Research jointly and severally and will further be secured by both the stock in Dotolo Research, along with all affiliates, and the furniture, fixtures, equipment, inventory and intellectual property of Dotolo Research; and
- C. the stock pledge described above will be effectuated by and through the issuance of new shares, consistent with the terms and conditions set forth herein, and the physical pledge of all of such shares to the Trustee to be held pending the full compliance with the payment terms set forth herein, with no other shares to be authorized or issued without the express written consent of HMS&C and the Trustee; and
- D. the security interest provided in the furniture, fixtures, equipment, inventory and intellectual property of Dotolo Research will be a prime lien and will be subordinate only if HMS&C and the Trustee jointly execute a mutually satisfactory Subordination Agreement; and

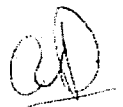
5. C. Dotolo and D. Dotolo hereby stipulate that all of the stock in Dotolo Research is owned solely by C. Dotolo and that such stock is property of C. Dotolo's Chapter 7 Bankruptcy Estate; and

6. In exchange for the consideration set forth herein, the Trustee will abandon all of the stock in Dotolo Research back to C. Dotolo, subject to the terms and conditions herein; and

7. All current shares in Dotolo Research will be cancelled upon the entry of an Order approving and adopting this Settlement Agreement and new shares will be issued with seventy-five percent (75%) of the of the stock in Dotolo Research being issued to R. Dotolo and the remaining twenty-five percent (25%) of the stock in Dotolo Research being issued to C. Dotolo or her designee; and

8. V. Dotolo may have no role in the operations, management or administration of the affairs of Dotolo Research in any way whether as an officer, director, employee or otherwise; and

9. Unless and until all of the obligations set forth herein are fully satisfied, R. Dotolo will remain as President and an active full time employee and manager of Dotolo Research unless otherwise agreed to in writing by HMS&C and the Trustee; and



10. Unless and until all of the obligations set forth herein are fully satisfied, no shareholders, including Dotolo family members, may receive any compensation or distributions from Dotolo Research, except for: (A) monthly sums of \$5,000.00 to be paid to C. Dotolo (along with the provision of health insurance), (B) weekly sums of \$250.00 to be paid to D. Dotolo, (C) annual compensation to be paid to R. Dotolo in the maximum annual amount of \$100,000.00 for the calendar year of 2006, along with up to ten percent (10%) annual increases for each calendar year beginning on January 1, 2007, unless such greater amount is approved in writing by HMS&C and the Trustee, and (D) profit-sharing contributions to be made in the ordinary course of business to C. Dotolo and R. Dotolo, with the further provision that such payments may only be paid if Dotolo Research has sufficient net revenues, exclusive of such sums to be paid to C. Dotolo, D. Dotolo and R. Dotolo, with which to fund such payments. Otherwise, all other non-insider compensation decisions will be a matter to be decided by duly appointed management; and

11. Unless and until all of the obligations set forth herein are fully satisfied, Dotolo Research shall collectively provide:

- A. calendar quarterly financial statements for Dotolo Research, including but not limited to Income Statement, Balance Sheet, Statement of Cash Flows and a General Ledger to both HMS&C and the Trustee, to be received no later than the thirtieth (30th) day of the month following the close of the calendar quarter,
- B. written notice, to be received within seven (7) days of receipt by Dotolo Research, of (i) any transactions or events outside the normal course of Dotolo Research's business, (ii) any litigation against the Dotolo Research not covered in full by insurance, (iii) any extraordinary claims or expenses of Dotolo Research, (iv) any notices of default against Dotolo Research,

and

- C. proof of satisfactory insurance covering the assets and operations of Dotolo Research naming HMS&C and the Trustee as additional loss payees, to be received within thirty (30) days of the execution of this Settlement Agreement

by delivering copies of all such documents to:

Carl Herstein, Esq.
Honigman Miller Schwartz and Cohn, LLP
2290 First National Building
660 Woodward Ave.
Detroit, MI 48226-3506



and

Steven M. Berman, Esq.
Berman PLC
401 S. Florida Ave., Suite 300
Tampa, FL 33606

and

Douglas Menchise, Esq.
300 Turner Street
Clearwater, FL 34616

12. Dotolo Research may not incur any additional debt outside of the ordinary course of business without the prior written consent of both HMS&C and the Trustee; and

13. HMS&C will, in lieu of a substantial contribution claim being made against C. Dotolo's Chapter 7 Bankruptcy Estate pursuant to 11 U.S.C. §503(b) with respect to the recoveries described herein, receive an advance pro rata distribution on account of the \$100,000.00 payment described in paragraph 3 above, less the distribution to the Trustee on account of statutory trustee's fees; and

14. With respect to other recoveries which may come to either the Chapter 7 Estates of V. Dotolo and C. Dotolo due to the efforts of HMS&C, HMS&C reserves the right to file and request the award of an administrative expense claim due to its substantial contributions pursuant to 11 U.S.C. §503(b); and

15. The Trustee will be permitted to make additional distributions to both allowed administrative and unsecured creditors on a quarterly basis as the payments described in paragraph 4 are made to and received by the Trustee, upon the entry of an ex-parte Order; and

16. HMS&C and the Trustee will continue to work together to complete pending litigation, to collect settlement monies and to pursue additional avoidable transfers revealed through discovery; and

17. C. Dotolo, D. Dotolo and Dotolo Research will continue to use their best faith efforts to assist both HMS&C and the Trustee in their collective continued efforts to recover property of the Chapter 7 Estates of both V. Dotolo and C. Dotolo and to pursue related claims; and

18. The Trustee reserves the right to seek to revoke C. Dotolo's discharge if sufficient grounds arise pursuant to 11 U.S.C. §727(d), including but not limited to the



concealment, secretion, dissipation or transfer of other property of the Chapter 7 Estates of V. Dotolo and C. Dotolo; and

19. In the event of either a monetary or non-monetary default, HMS&C or the Trustee may provide notice of default to:

If to Raymond Dotolo or Dotolo Research, by delivering a copy to

Bernard J. Morse, Esq.
Morse & Gomez, P.A.
119 South Dakota Ave.
Tampa, FL 33606
bmorse@morsegomez.com

If to C. Dotolo, by delivering a copy to and if to D. Dotolo, by delivering a copy to

Melissa Gilkey Mince
P O Box 4426
Seminole, FL 33775-1426
mgmcat@tampabay.rr.com

Dominique Dotolo
2674 Heron Lane South
Clearwater, FL 33762

20. If such defaults are not cured within ten (10) days of the receipt of notice described above and such defaults are not otherwise controverted by the filing with the United States Bankruptcy Court for the Middle District of Florida ("Court") of an Affidavit of No Default filed within such ten (10) days of the receipt of notice described above, the Trustee shall be entitled to retain ownership of the pledged Dotolo Research stock for the benefit of the creditors of C. Dotolo's Chapter 7 Estate, to immediately take control of the Dotolo Research's pledged assets, to recover on the Promissory Notes described herein and to pursue other appropriate remedies afforded under applicable law. This Court shall have the exclusive jurisdiction to determine the occurrence of any default of the terms and conditions of this Settlement Agreement; and

21. The parties to this Settlement Agreement expressly agree that none of the obligations of the parties hereto bind or are the responsibility of Vin-Dotco, Inc. and Vin-Dotco, Inc.'s current share ownership, as directed by previous court order, will remain unaffected by this Settlement Agreement; and

22. Dotolo Research agrees that it will not modify its current relationship with Vin-Dotco, Inc. and will not make claims against Vin-Dotco, Inc. without the express written consent of HMS&C; and

23. All of the parties to this Settlement Agreement agree to use their best faith efforts to execute all documents necessary to implement the terms of this Settlement Agreement to effectuate the intent of the parties hereto; and



24. The effectiveness of this Settlement Agreement is expressly conditioned upon the approval of each and every stipulation and provision of this Settlement Agreement by the Court; and

25. All of the terms and conditions of this Settlement Agreement are separately enforceable and any disputes regarding the interpretation or enforcement of the terms of this Settlement Agreement, including but not limited to the enforcement of the security interests described herein, will lie within this Court's exclusive jurisdiction; and

26. The prevailing party in any action described above will be entitled to the recovery of reasonable fees and costs incurred in connection with such efforts; and

27. This Court shall retain the fullest jurisdiction possible to interpret and enforce the terms of this Settlement Agreement, any documents executed in implementation thereof, and any Orders entered hereon.

Dated as of this 3rd day of May, 2006.



CORNEELTJE DOTOLO

Date: 5-03-06

DOMINIQUE DOTOLO

Date: _____

RAYMOND DOTOLO

Date: _____

DOTOLO RESEARCH CORPORATION

By:
Its:

Date: _____

HONIGMAN MILLER SCHWARTZ & COHN LLP

By:
Its:

Date: _____

Date: _____

DOUGLAS MENCHISE, as CHAPTER 7 TRUSTEE

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25. All of the terms and conditions of this Settlement Agreement are separately enforceable and any disputes regarding the interpretation or enforcement of the terms of this Settlement Agreement, including but not limited to the enforcement of the security interests described herein, will lie within this Court's exclusive jurisdiction; and

26. The prevailing party in any action described above will be entitled to the recovery of reasonable fees and costs incurred in connection with such efforts; and

27. This Court shall retain the fullest jurisdiction possible to interpret and enforce the terms of this Settlement Agreement, any documents executed in implementation thereof, and any Orders entered hereon.

Dated as of this 3rd day of May, 2006.

CORNEELTJE DOTOLO

Date: _____

DOMINIQUE DOTOLO

Date: _____

RAYMOND DOTOLO

Date: _____

DOTOLO RESEARCH CORPORATION

By:

Its:

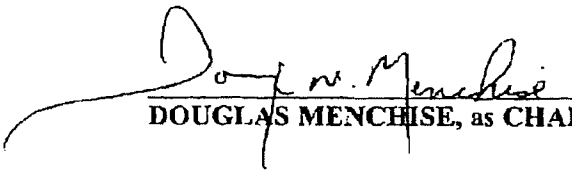
Date: _____

HONIGMAN MILLER SCHWARTZ & COHN LLP

By:

Its:

Date: _____



DOUGLAS MENCHISE, as CHAPTER 7 TRUSTEE

Date: 5-3-06

24. The effectiveness of this Settlement Agreement is expressly conditioned upon the approval of each and every stipulation and provision of this Settlement Agreement by the Court; and

25. All of the terms and conditions of this Settlement Agreement are separately enforceable and any disputes regarding the interpretation or enforcement of the terms of this Settlement Agreement, including but not limited to the enforcement of the security interests described herein, will lie within this Court's exclusive jurisdiction; and

26. The prevailing party in any action described above will be entitled to the recovery of reasonable fees and costs incurred in connection with such efforts; and

27. This Court shall retain the fullest jurisdiction possible to interpret and enforce the terms of this Settlement Agreement, any documents executed in implementation thereof, and any Orders entered hereon.

Dated as of this 3rd day of May, 2006.

CORNEELTJE DOTOLO

Date: _____


DOMINIQUE DOTOLO

Date: _____



RAYMOND DOTOLO

Date: 5/3/06



DOTOLO RESEARCH CORPORATION
By: *RAYMOND DOTOLO*
Its: *PRESIDENT*

Date: 5/3/06

HONIGMAN MILLER SCHWARTZ & COHN LLP

Date: _____

By:
Its:

Date: _____

24. The effectiveness of this Settlement Agreement is expressly conditioned upon the approval of each and every stipulation and provision of this Settlement Agreement by the Court; and

25. All of the terms and conditions of this Settlement Agreement are separately enforceable and any disputes regarding the interpretation or enforcement of the terms of this Settlement Agreement, including but not limited to the enforcement of the security interests described herein, will lie within this Court's exclusive jurisdiction; and

26. The prevailing party in any action described above will be entitled to the recovery of reasonable fees and costs incurred in connection with such efforts; and

27. This Court shall retain the fullest jurisdiction possible to interpret and enforce the terms of this Settlement Agreement, any documents executed in implementation thereof, and any Orders entered hercon.

Dated as of this 3rd day of May, 2006.

CORNEELTJE DOTOLO

Date: _____

DOMINIQUE DOTOLO

Date: _____

RAYMOND DOTOLO

Date: _____

DOTOLO RESEARCH CORPORATION

By:
Its:

Date: _____

Honigman Miller Schwartz and Cohn LLP

HONIGMAN MILLER SCHWARTZ & COHN LLP

By: *Carol W. Neustein*
Its: *Partner*

Date: *May 3, 2006*

Date: *May 3, 2006*

26. The prevailing party in any action described above will be entitled to the recovery of reasonable fees and costs incurred in connection with such efforts; and

27. This Court shall retain the fullest jurisdiction possible to interpret and enforce the terms of this Settlement Agreement, any documents executed in implementation thereof, and any Orders entered hereon.

Dated as of this 3rd day of May, 2006.

CORNEELTJE DOTOLO

Date: _____



DOMINIQUE DOTOLO

Date: 5/3/06

RAYMOND DOTOLO

Date: _____

DOTOLO RESEARCH CORPORATION
By:
Its:

Date: _____

HONIGMAN MILLER SCHWARTZ & COHN LLP
By:
Its:

Date: _____

DOUGLAS MENCHISE, as CHAPTER 7 TRUSTEE

Date: _____

Exhibit “B”

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

IN RE:

VINCENT A. DOTOLO and
CORNEELTJE DOTOLO,

Case No. 8:03-bk-21668-MGW
Chapter 7

Debtors.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiff,

Adv. Proc. No.: 05-00742

vs.

CORNEELTJE DOTOLO,
an individual,

Defendant.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiffs,

Adv. Proc. No.: 05-785

v.

DOTOLO RESEARCH CORP., et. al.

Defendants.

DOUGLAS MENCHISE,
Chapter 7 Trustee, et. al.

Plaintiffs,

Adv. Proc. No.: 05-784

v.

CORNEELTJE DOTOLO, et. al.

Defendants.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiff,

Adv. Proc. No.: 04-710

v.

VINCENT DOTOLO and
CORNEELTJE DOTOLO,

Defendants.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Intervention Plaintiff,

v.

Adv. Proc. No.: 04-709

CORNEELTJE DOTOLO, et. al.

Intervention Defendants.

Settlement Agreement

Honigman, Miller, Schwartz & Cohn, LLP ("HMS&C"), Douglas Menchise as the Chapter 7 Trustee of Corneeltje Dotolo ("Trustee"), Corneeltje Dotolo ("C. Dotolo"), Vincent Dotolo ("V. Dotolo"), Dominique Dotolo ("D. Dotolo"), Raymond Dotolo ("R. Dotolo") and Dotolo Research Corp., along with all affiliates as defined by 11 U.S.C. §101(2) including but not limited to Dotolo Research Ltd., Dotolo Research Corporation, Dotolo Institute, Inc., (excluding Vin-Dotco, Inc.) (collectively "Dotolo Research"), agree to resolve their claims by and between themselves as follows:

1. The Trustee will retain and be entitled to pursue all claims to avoid transfers of assets to D. Dotolo or to other parties on account the disposition of real property located in Grimsby, England; and

2. The objections to the claims of exemptions by C. Dotolo will be sustained to the extent of \$100,000.00 in the pension and profit sharing plan which shall be withdrawn from her pension and profit sharing plan and paid to the Trustee immediately; and

3. All other claims against C. Dotolo and V. Dotolo, including the objection to the claim of exemptions as to a divisible one-half interest in the property located at 2674 Heron Lane South in Clearwater, Florida, will be dismissed in exchange for:

A. the payment of the sum of \$300,000.00, which sum shall be paid, without interest, at the rate of \$5,000.00 in principal per month for the first six (6) months and the remainder shall be paid, with interest at the rate of 8%, in the aggregate monthly amount of \$6,146.17 for the next fifty-four (54) months until the remainder of the \$300,000.00 is paid in full with interest; and

- B. this payment obligation will be memorialized by a Promissory Note co-obligating R. Dotolo and Dotolo Research jointly and severally and will further be secured by both the stock in Dotolo Research, along with all affiliates, and the furniture, fixtures, equipment, inventory and intellectual property of Dotolo Research; and
 - C. the stock pledge described above will be effectuated by and through the issuance of new shares, consistent with the terms and conditions set forth herein, and the physical pledge of all of such shares to the Trustee to be held pending the full compliance with the payment terms set forth herein, with no other shares to be authorized or issued without the express written consent of HMS&C and the Trustee; and
 - D. the security interest provided in the furniture, fixtures, equipment, inventory and intellectual property of Dotolo Research will be a prime lien and will be subordinate only if HMS&C and the Trustee jointly execute a mutually satisfactory Subordination Agreement; and
4. C. Dotolo, V. Dotolo and D. Dotolo hereby stipulate that all of the stock in Dotolo Research is owned solely by C. Dotolo and that such stock is property of C. Dotolo's Chapter 7 Bankruptcy Estate; and
5. In exchange for the consideration set forth herein, the Trustee will abandon all of the stock in Dotolo Research back to C. Dotolo, subject to the terms and conditions herein; and
6. All current shares in Dotolo Research will be cancelled upon the entry of an Order approving and adopting this Settlement Agreement and new shares will be issued with seventy-five percent (75%) of the of the stock in Dotolo Research being issued to R. Dotolo and the remaining twenty-five percent (25%) of the stock in Dotolo Research being issued to C. Dotolo or her designee; and
7. V. Dotolo may have no role in the operations, management or administration of the affairs of Dotolo Research in any way whether as an officer, director, employee or otherwise; and
8. Unless and until all of the obligations set forth herein are fully satisfied, R. Dotolo will remain as President and an active full time employee and manager of Dotolo Research unless otherwise agreed to in writing by HMS&C and the Trustee; and
9. Unless and until all of the obligations set forth herein are fully satisfied, no shareholders, including Dotolo family members, may receive any compensation or distributions from Dotolo Research, except for: (A) monthly sums of \$5,000.00 to be paid

to C. Dotolo (along with the provision of health insurance), (B) weekly sums of \$250.00 to be paid to D. Dotolo, (C) annual compensation to be paid to R. Dotolo in the maximum annual amount of \$100,000.00 for the calendar year of 2006, along with up to ten percent (10%) annual increases for each calendar year beginning on January 1, 2007, unless such greater amount is approved in writing by HMS&C and the Trustee, and (D) profit-sharing contributions to be made in the ordinary course of business to C. Dotolo and R. Dotolo, with the further provision that such payments may only be paid if Dotolo Research has sufficient net revenues, exclusive of such sums to be paid to C. Dotolo, D. Dotolo and R. Dotolo, with which to fund such payments. Otherwise, all other non-insider compensation decisions will be a matter to be decided by duly appointed management; and

10. Unless and until all of the obligations set forth herein are fully satisfied, Dotolo Research shall collectively provide:

- A. calendar quarterly financial statements for Dotolo Research, including but not limited to Income Statement, Balance Sheet, Statement of Cash Flows and a General Ledger to both HMS&C and the Trustee, to be received no later than the thirtieth (30th) day of the month following the close of the calendar quarter,
- B. written notice, to be received within seven (7) days of receipt by Dotolo Research, of (i) any transactions or events outside the normal course of Dotolo Research's business, (ii) any litigation against the Dotolo Research not covered in full by insurance, (iii) any extraordinary claims or expenses of Dotolo Research, (iv) any notices of default against Dotolo Research,

and

- C. proof of satisfactory insurance covering the assets and operations of Dotolo Research naming HMS&C and the Trustee as additional loss payees, to be received within thirty (30) days of the execution of this Settlement Agreement

by delivering copies of all such documents to:

Carl Herstein, Esq.
Honigman Miller Schwartz and Cohn, LLP
2290 First National Building
660 Woodward Ave.
Detroit, MI 48226-3506

and

Steven M. Berman, Esq.
Berman PLC
401 S. Florida Ave., Suite 300
Tampa, FL 33606

and

Douglas Menchise, Esq.
300 Turner Street
Clearwater, FL 34616

11. Dotolo Research may not incur any additional debt outside of the ordinary course of business without the prior written consent of both HMS&C and the Trustee; and

12. HMS&C will, in lieu of a substantial contribution claim being made against C. Dotolo's Chapter 7 Bankruptcy Estate pursuant to 11 U.S.C. §503(b) with respect to the recoveries described herein, receive an advance pro rata distribution on account of the \$100,000.00 payment described in paragraph 3 above, less the distribution to the Trustee on account of statutory trustee's fees; and

13. With respect to other recoveries which may come to either the Chapter 7 Estates of V. Dotolo and C. Dotolo due to the efforts of HMS&C, HMS&C reserves the right to file and request the award of an administrative expense claim due to its substantial contributions pursuant to 11 U.S.C. §503(b); and

14. The Trustee will be permitted to make additional distributions to both allowed administrative and unsecured creditors on a quarterly basis as the payments described in paragraph 4 are made to and received by the Trustee, upon the entry of an ex-parte Order; and

15. HMS&C and the Trustee will continue to work together to complete pending litigation, to collect settlement monies and to pursue additional avoidable transfers revealed through discovery; and

16. C. Dotolo, V. Dotolo, D. Dotolo and Dotolo Research will continue to use their best faith efforts to assist both HMS&C and the Trustee in their collective continued efforts to recover property of the Chapter 7 Estates of both V. Dotolo and C. Dotolo and to pursue related claims; and

17. The Trustee reserves the right to seek to revoke C. Dotolo's discharge or V. Dotolo's discharge if sufficient grounds arise pursuant to 11 U.S.C. §727(d), including but not limited to the concealment, secretion, dissipation or transfer of other property of the Chapter 7 Estates of V. Dotolo and C. Dotolo; and

18. In the event of either a monetary or non-monetary default, HMS&C or the Trustee may provide notice of default to:

If to Raymond Dotolo or Dotolo Research, by delivering a copy to

Bernard J. Morse, Esq.
Morse & Gomez, P.A.
119 South Dakota Ave.
Tampa, FL 33606
bmorse@morsegomez.com

If to C. Dotolo, by delivering a copy to

Melissa Gilkey Mince
P O Box 4426
Seminole, FL 33775-1426
mgmcal@tampabay.rr.com

If to V. Dotolo, by delivering a copy to

Vincent Dotolo
2674 Heron Lane South
Clearwater, FL 33762

If to D. Dotolo, by delivering a copy to

Dominique Dotolo
2674 Heron Lane South
Clearwater, FL 33762

19. If such defaults are not cured within ten (10) days of the receipt of notice described above and such defaults are not otherwise controverted by the filing with the United States Bankruptcy Court for the Middle District of Florida ("Court") of an Affidavit of No Default filed within such ten (10) days of the receipt of notice described above, the Trustee shall be entitled to retain ownership of the pledged Dotolo Research stock for the benefit of the creditors of C. Dotolo's Chapter 7 Estate, to immediately take control of the Dotolo Research's pledged assets, to recover on the Promissory Notes described herein and to pursue other appropriate remedies afforded under applicable law. This Court shall have the exclusive jurisdiction to determine the occurrence of any default of the terms and conditions of this Settlement Agreement; and

20. The parties to this Settlement Agreement expressly agree that none of the obligations of the parties hereto bind or are the responsibility of Vin-Dotco, Inc. and Vin-Dotco, Inc.'s current share ownership, as directed by previous court order, will remain unaffected by this Settlement Agreement; and

21. Dotolo Research agrees that it will not modify its current relationship with Vin-Dotco, Inc. and will not make claims against Vin-Dotco, Inc. without the express written consent of HMS&C; and

22. All of the parties to this Settlement Agreement agree to use their best faith efforts to execute all documents necessary to implement the terms of this Settlement Agreement to effectuate the intent of the parties hereto; and

23. The effectiveness of this Settlement Agreement is expressly conditioned upon the approval of each and every stipulation and provision of this Settlement Agreement by the Court; and

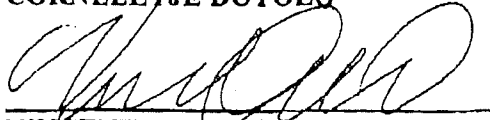
24. All of the terms and conditions of this Settlement Agreement are separately enforceable and any disputes regarding the interpretation or enforcement of the terms of this Settlement Agreement, including but not limited to the enforcement of the security interests described herein, will lie within this Court's exclusive jurisdiction; and

25. The prevailing party in any action described above will be entitled to the recovery of reasonable fees and costs incurred in connection with such efforts; and

26. This Court shall retain the fullest jurisdiction possible to interpret and enforce the terms of this Settlement Agreement, any documents executed in implementation thereof, and any Orders entered hereon.

Dated as of this 3rd day of May, 2006.

CORNEELTJE DOTOLO



VINCENT DOTOLO

DOMINIQUE DOTOLO

RAYMOND DOTOLO

Date: _____

5-03-2006

Date: _____

Date: _____

Date: _____

DOTOLO RESEARCH CORPORATION

By:

Its:

Date: _____

HONIGMAN MILLER SCHWARTZ & COHN LLP

By:

Its:

Date: _____

DOUGLAS MENCHISE, as CHAPTER 7 TRUSTEE

Date: _____

F:\Shared Office Files\Clients\Dotolo\PLEADINGS_3-21668\Settlement Agreement_connie and vince.doc

Exhibit “D”

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

IN RE:

VINCENT A. DOTOLO and
CORNEELTJE DOTOLO,

Case No. 8:03-bk-21668-MGW
Chapter 7

Debtors.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiff,

Adv. Proc. No.: 05-00742

vs.

CORNEELTJE DOTOLO,
an individual,

Defendant.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiffs,

Adv. Proc. No.: 05-785

v.

DOTOLO RESEARCH CORP., et. al.

Defendants.

DOUGLAS MENCHISE,
Chapter 7 Trustee, et. al.

Plaintiffs,

Adv. Proc. No.: 05-784

v.

CORNEELTJE DOTOLO, et. al.

Defendants.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiff,

Adv. Proc. No.: 04-710

v.

VINCENT DOTOLO and
CORNEELTJE DOTOLO,

Defendants.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Intervention Plaintiff,

v.

Adv. Proc. No.: 04-709

CORNEELTJE DOTOLO, et. al.

Intervention Defendants.

Addendum to Settlement Agreement

Honigman, Miller, Schwartz & Cohn, LLP ("HMS&C"), Douglas Menchise as the Chapter 7 Trustee of Corneeltje Dotolo ("Trustee"), Corneeltje Dotolo ("C. Dotolo"), Dominique Dotolo ("D. Dotolo"), Raymond Dotolo ("R. Dotolo") and Dotolo Research Corp., along with all affiliates as defined by 11 U.S.C. §101(2) including but not limited to Dotolo Research Ltd., Dotolo Research Corporation, Dotolo Institute, Inc., (excluding Vin-Dotco, Inc.) (collectively "Dotolo Research"), agree to hereby supplement and clarify certain of the issues set forth in the Settlement Agreement entered into by and between the above parties on or about May 3, 2006, and joined into by Vincent Dotolo ("V. Dotolo") (collectively "Settlement Agreement") as follows:

1. Paragraph No. 2 of the Settlement Agreement read as follows:

The Trustee will retain and be entitled to pursue all claims to avoid transfers of assets to D. Dotolo or to other parties on account the disposition of real property located in Grimsby, England; and

2. The parties to the Settlement Agreement agree to clarify the intentions and purpose of Paragraph No. 2 by amending it to read as follows:

The Trustee will retain and be entitled to pursue:

- (A) **all claims to avoid transfers of assets to D. Dotolo, to the extent such transfers were made by V. Dotolo or C. Dotolo or by other parties with their assets and at their direction, to the extent such transfers were of non-exempt assets and to the extent the aggregate of all of such transfers, beginning**

with transfers from January 1, 1999, through May 3, 2006, collectively exceeded the sum of \$25,000.00; and

- (B) all claims to avoid transfers of assets to D. Dotolo or to any other parties on account the disposition of real property located in Grimsby, England; and

3. The amended and supplemented Paragraph No. 2 will act to supersede the original Paragraph No. 2 of the Settlement Agreement and no further execution of a Settlement Agreement will be necessary for the parties to the Settlement Agreement to agree to and be bound by the amended and supplemented Paragraph No. 2 set forth above at paragraph number 2 of this Addendum to Settlement Agreement.

The Remainder of this Page Intentionally Left Blank

4. No other provisions of the Settlement Agreement will be otherwise affected by this Addendum to Settlement Agreement.

Dated as of this 3rd day of May, 2006.

CORNEELTJE DOTOLO

Date: _____

VINCENT DOTOLO

Date: _____

DOMINIQUE DOTOLO

Date: _____

RAYMOND DOTOLO

Date: _____

DOTOLO RESEARCH CORPORATION

By:

Its:

Date: _____

HONIGMAN MILLER SCHWARTZ & COHN LLP

By:

Its:

Date: _____

DOUGLAS MENCHISE, as CHAPTER 7 TRUSTEE

Date: _____

Exhibit “E”

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

IN RE:

VINCENT A. DOTOLO and
CORNEELTJE DOTOLO,

Case No. 8:03-bk-21668-MGW
Chapter 7

Debtors.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiff,

Adv. Proc. No.: 05-00742

vs.

CORNEELTJE DOTOLO,
an individual,

Defendant.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiffs,

Adv. Proc. No.: 05-785

v.

DOTOLO RESEARCH CORP., et. al.

Defendants.

DOUGLAS MENCHISE,
Chapter 7 Trustee, et. al.

Plaintiffs,

Adv. Proc. No.: 05-784

v.

CORNEELTJE DOTOLO, et. al.

Defendants.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Plaintiff,

Adv. Proc. No.: 04-710

v.

VINCENT DOTOLO and
CORNEELTJE DOTOLO,

Defendants.

HONIGMAN, MILLER,
SCHWARTZ & COHN, LLP, et. al.

Intervention Plaintiff,

v.

Adv. Proc. No.: 04-709

CORNEELTJE DOTOLO, et. al.

Intervention Defendants.

Addendum to Settlement Agreement

Honigman, Miller, Schwartz & Cohn, LLP ("HMS&C"), Douglas Menchise as the Chapter 7 Trustee of Corneeltje Dotolo ("Trustee"), Corneeltje Dotolo ("C. Dotolo"), Dominique Dotolo ("D. Dotolo"), Raymond Dotolo ("R. Dotolo") and Dotolo Research Corp., along with all affiliates as defined by 11 U.S.C. §101(2) including but not limited to Dotolo Research Ltd., Dotolo Research Corporation, Dotolo Institute, Inc., (excluding Vin-Dotco, Inc.) (collectively "Dotolo Research"), agree to hereby supplement and clarify certain of the issues set forth in the Settlement Agreement entered into by and between the above parties on or about May 3, 2006, and joined into by Vincent Dotolo ("V. Dotolo") (collectively "Settlement Agreement") as follows:

1. Paragraph No. 2 of the Settlement Agreement read as follows:

The Trustee will retain and be entitled to pursue all claims to avoid transfers of assets to D. Dotolo or to other parties on account the disposition of real property located in Grimsby, England; and

2. The parties to the Settlement Agreement agree to clarify the intentions and purpose of Paragraph No. 2 by amending it to read as follows:

The Trustee will retain and be entitled to pursue:

(A) all claims to avoid transfers of assets to D. Dotolo, to the extent such transfers were

1. **made by V. Dotolo, C. Dotolo or both of them, or**

2. made by other parties with the assets of either V. Dotolo, C. Dotolo or both of them,

and to the extent such transfers were

1. of non-exempt assets, and
2. made during the period from January 1, 1999, through May 3, 2006, and
3. exceed the sum of \$25,000.00 when such transfers are totaled together; and

- (B) all claims to avoid transfers of assets to D. Dotolo or to any other parties on account the disposition of real property located in Grimsby, England; and

3. The amended and supplemented Paragraph No. 2 will act to supersede the original Paragraph No. 2 of the Settlement Agreement and no further execution of a Settlement Agreement will be necessary for the parties to the Settlement Agreement to agree to and be bound by the amended and supplemented Paragraph No. 2 set forth above at paragraph number 2 of this Addendum to Settlement Agreement.

The Remainder of this Page Intentionally Left Blank

4. No other provisions of the Settlement Agreement will be otherwise affected by this Addendum to Settlement Agreement.

Dated as of this 3rd day of May, 2006.

CORNEELTJE DOTOLO

Date: _____

VINCENT DOTOLO

Date: _____


DOMINIQUE DOTOLO

Date: _____



RAYMOND DOTOLO

Date: May 30, 2006



DOTOLO RESEARCH CORPORATION
By: Raymond DotoLO
Its: PRESIDENT

Date: May 30, 2006

HONIGMAN MILLER SCHWARTZ & COHN LLP
By:
Its:

Date: _____

DOUGLAS MENCHISE, as CHAPTER 7 TRUSTEE

Date: _____

4. No other provisions of the Settlement Agreement will be otherwise affected by this Addendum to Settlement Agreement.

Dated as of this 3rd day of May, 2006.

CORNEELTJE DOTOLO

Date: _____

VINCENT DOTOLO

Date: _____

DOMINIQUE DOTOLO

Date: _____

RAYMOND DOTOLO

Date: _____

DOTOLO RESEARCH CORPORATION

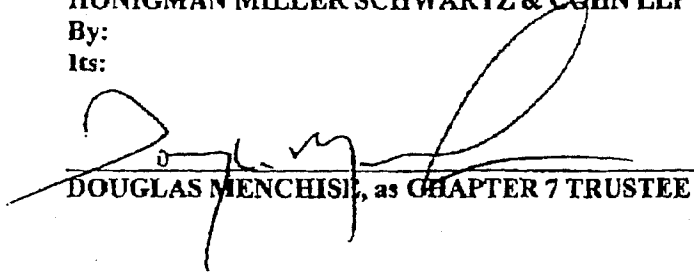
By:
Its:

Date: _____

HONIGMAN MILLER SCHWARTZ & COHN LLP

By:
Its:

Date: _____



DOUGLAS MENCHISI, as CHAPTER 7 TRUSTEE

Date: 6-6-06

4. No other provisions of the Settlement Agreement will be otherwise affected by this Addendum to Settlement Agreement.

Dated as of this 3rd day of May, 2006.

CORNEELTJE DOTOLO

Date: _____

VINCENT DOTOLO

Date: _____


DOMINIQUE DOTOLO

Date: _____



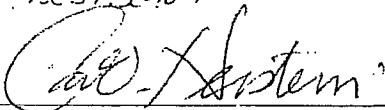
RAYMOND DOTOLO

Date: May 30, 2006



DOTOLO RESEARCH CORPORATION
By: Raymond DotoLO
Its: President

Date: May 30, 2006



HONIGMAN MILLER SCHWARTZ & COHN LLP
By: CARL W. HERRSTEIN
Its: PARTNER

Date: June 6, 2006

DOUGLAS MENCHISE, as CHAPTER 7 TRUSTEE

Date: _____

Exhibit “F”

Steve Berman

From: M Mince [mgmcat@tampabay.rr.com]
Sent: Monday, May 08, 2006 12:10 PM
To: Steve Berman
Subject: Re: Addendum to Settlement Agreement

I left town Friday. I had already sent the addendum to Connie. She and Dom executed it. On May 5, 2006, at 9:15 AM, Steve Berman wrote:

Hopefully you have not spend much time on reviewing the Addendum. I made some changes to make it more readable and understandable. Attached please find the current version of the Addendum.

Thanks
Steve

BERMAN PLC
401 S. Florida Avenue
Suite #300
Tampa, Florida 33602
Office - 813-301-0043
Fax - 813-301-0045
Info@bermanlegal.com

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READ SAME AND RETURN THE ORIGINAL OF THIS TRANSMISSION TO US AT
401 S.
FLORIDA AVE., SUITE 300, TAMPA, FL 33602, BY U.S. MAIL. THANK YOU.

From: Steve Berman [mailto:sberman@bermanplc.com]
Sent: Thursday, May 04, 2006 12:08 PM
To: 'BERNARD MORSE'; 'M Mince'; 'Herstein, Carl W.'; 'douglas.menchise@psinet.com'
Cc: 'jhayes@bermanplc.com'; 'adavis@bermanplc.com'; 'slafon@bermanplc.com'
Subject: Addendum to Settlement Agreement

6/5/2006

TRADEMARK
REEL: 004637 FRAME: 0634

Chip, Melissa, Carl and Doug

I tried to capture the clarification on the avoidable transfer actions in the attached Addendum. Please review and let me know if everyone is in agreement to sign. We would then file this as a separate document and then file all 3 Settlement Agreement documents as attachments to the Motion to Compromise.

Please advise.

Thanks
Steve Berman

BERMAN PLC
401 S. Florida Avenue
Suite #300
Tampa, Florida 33602
Office - 813-301-0043
Fax - 813-301-0045
Info@bermanlegal.com

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401 S.
FLORIDA AVE., SUITE 300, TAMPA, FL 33602, BY U.S. MAIL. THANK YOU.
<Settlement Agreement connie addendum.doc>

6/5/2006

TRADEMARK
REEL: 004637 FRAME: 0635

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

IN RE:

VINCENT A. DOTOLO and
CORNEELTJE DOTOLO,

Case No. 8:03-bk-21668-MGW
Chapter 7

Debtors.

**ORDER APPROVING JOINT MOTION
TO COMPROMISE CONTROVERSY**

This matter came on for hearing on July 11, 2006, on the Joint Motion to Compromise Controversy ("Motion to Compromise") with respect to the Settlement Agreement attached to the Motion to Compromise as Exhibit "A", the Settlement Agreement attached to the Motion to Compromise as Exhibit "B", and the Addendum to Settlement Agreement attached to the Motion to Compromise as Exhibit "E" (collectively referred to as the "Settlement Agreement") among Douglas Menchise as the Chapter 7 Trustee in the above-captioned bankruptcy case ("the Trustee"), Corneeltje Dotolo ("C. Dotolo"), Vincent Dotolo ("V. Dotolo"), Dominique Dotolo ("D. Dotolo"), Raymond Dotolo ("R. Dotolo"), Dotolo Research Corporation ("Dotolo Research"), and Honigman Miller Schwartz & Cohn, LLP ("HMS&C"); the Court having noted the appearance of counsel for C. Dotolo, R. Dotolo, Dotolo Research, the Trustee and HMS&C, along with V. Dotolo having appeared *pro se*; the Court having considered the Objection to Settlement Agreement filed by V. Dotolo (Dkt. No. 420); the Court having considered the Motion to Compromise, along with all of its attachments and, among other things, the following factors: (a) the probability of success of all of the litigation which will be resolved pursuant to

the Settlement Agreement; (b) the difficulties, if any, to be encountered in the matter of collection on the claims; (c) the complexity of the litigation involved and the expense, inconvenience and delay necessarily attending it; and (d) the paramount interest of creditors and a proper deference to their reasonable view in the premises; the Court having found that the Settlement Agreement achieve a result well within a reasonable range of the likely outcomes of the adversary proceedings and contested matters which will be resolved pursuant to the Settlement Agreement; it is thereupon ORDERED and ADJUDGED as follows:

1. The Motion to Compromise is hereby GRANTED in all respects and in its entirety and the Settlement Agreement is hereby APPROVED; and

2. The parties to the Settlement Agreement are hereby directed to perform their respective obligations as contemplated by the Settlement Agreement, including without limitation:

a. The Trustee will retain and be entitled to pursue:

(A) all claims to avoid transfers of assets to D. Dotolo, to the extent such transfers were:

- (1) made by V. Dotolo, C. Dotolo or both of them, or
- (2) made by other parties with the assets of either V. Dotolo, C. Dotolo or both of them,

and to the extent such transfers were:

- (1) of non-exempt assets, and
- (2) made during the period from January 1, 1999, through May 3, 2006, and
- (3) exceed the sum of \$25,000.00 when such transfers are totaled together;

and

(B) all claims to recover assets of C. Dotolo or to avoid transfers of assets to D. Dotolo or to any other parties on account of the disposition of real property located in Grimsby, England;

- b. The objections to the claims of exemptions by C. Dotolo are sustained to the extent of \$100,000.00 in the pension and profit sharing plan which shall be withdrawn from her pension and profit sharing plan and paid to the Trustee immediately;
- c. C. Dotolo, V. Dotolo and D. Dotolo stipulated that all of the stock in Dotolo Research is owned solely by C. Dotolo and that such stock is property of C. Dotolo's Chapter 7 Bankruptcy Estate; and
- d. In exchange for the consideration set forth herein, the Trustee will abandon all of the stock in Dotolo Research back to C. Dotolo, subject to the terms and conditions herein; and
- e. All other claims against C. Dotolo and V. Dotolo, including the objection to the claim of exemptions as to a divisible one-half interest in the property located at 2674 Heron Lane South in Clearwater, Florida, will be dismissed in exchange for:
 - i. the payment of the sum of \$300,000.00, which sum shall be paid, without interest, at the rate of \$5,000.00 in principal per month for the first six (6) months and the remainder shall be paid, with interest at the rate of 8%, in the aggregate monthly amount of \$6,146.17 for the next fifty-four (54) months until the remainder of the \$300,000.00 is paid in full with interest; and
 - ii. this payment obligation will be memorialized by a Promissory Note co-obligating R. Dotolo and Dotolo Research jointly and severally and will further be secured by both the stock in Dotolo Research, along with all affiliates, and the furniture, fixtures, equipment, inventory and intellectual property of Dotolo Research; and
 - iii. the stock pledge described above will be effectuated by and through the issuance of new shares, consistent with the terms and conditions set forth herein, and the physical pledge of all of such shares to the Trustee to be held pending the full compliance with the payment terms set forth herein, with no other shares to be authorized or issued without the express written consent of HMS&C and the Trustee; and
 - iv. the security interest provided in the furniture, fixtures, equipment, inventory and intellectual property of Dotolo Research will be a prime lien and will be subordinate only if HMS&C and the Trustee jointly execute a mutually satisfactory Subordination Agreement; and

- f. All shares in Dotolo Research are hereby cancelled and new shares shall be issued with seventy-five percent (75%) of the of the stock in Dotolo Research being issued to R. Dotolo and the remaining twenty-five percent (25%) of the stock in Dotolo Research being issued to C. Dotolo or her designee; and
- g. V. Dotolo is hereby removed as a Director of Dotolo Research and he shall have no role in the operations, management or administration of the affairs of Dotolo Research in any way whether as an officer, director, employee or otherwise; and
- h. Unless and until all of the obligations set forth herein are fully satisfied, R. Dotolo will remain as President and an active full time employee and manager of Dotolo Research unless otherwise agreed to in writing by HMS&C and the Trustee; and
- i. Unless and until all of the obligations set forth herein are fully satisfied, no shareholders, including Dotolo family members, may receive any compensation or distributions from Dotolo Research, except for: (A) monthly sums of \$5,000.00 to be paid to C. Dotolo (along with the provision of health insurance), (B) weekly sums of \$250.00 to be paid to D. Dotolo, (C) annual compensation to be paid to R. Dotolo in the maximum annual amount of \$100,000.00 for the calendar year of 2006, along with up to ten percent (10%) annual increases for each calendar year beginning on January 1, 2007, unless such greater amount is approved in writing by HMS&C and the Trustee, and (D) profit-sharing contributions to be made in the ordinary course of business to C. Dotolo and R. Dotolo, with the further provision that such payments may only be paid if Dotolo Research has sufficient net revenues, exclusive of such sums to be paid to C. Dotolo, D. Dotolo and R. Dotolo, with which to fund such payments. Otherwise, all other non-insider compensation decisions will be a matter to be decided by duly appointed management; and
- j. Unless and until all of the obligations set forth herein are fully satisfied, Dotolo Research shall collectively provide:
 - i. calendar quarterly financial statements for Dotolo Research, including but not limited to Income Statement, Balance Sheet, Statement of Cash Flows and a General Ledger to both HMS&C and the Trustee, to be received no later than the thirtieth (30th) day of the month following the close of the calendar quarter,
 - ii. written notice, to be received within seven (7) days of receipt by Dotolo Research, of (i) any transactions or events outside the normal course of Dotolo Research's business, (ii) any litigation

against the Dotolo Research not covered in full by insurance, (iii) any extraordinary claims or expenses of Dotolo Research, (iv) any notices of default against Dotolo Research, and

- iii. proof of satisfactory insurance covering the assets and operations of Dotolo Research naming HMS&C and the Trustee as additional loss payees, by delivering copies of all such documents to:

Carl Herstein, Esq.
Honigman Miller Schwartz and Cohn, LLP
2290 First National Building
660 Woodward Ave.
Detroit, MI 48226-3506

and

Steven M. Berman, Esq.
Berman PLC
401 S. Florida Ave., Suite 300
Tampa, FL 33606

and

Douglas Menchise, Esq.
300 Turner Street
Clearwater, FL 34616

- k. Dotolo Research may not incur any additional debt outside of the ordinary course of business without the prior written consent of both HMS&C and the Trustee; and
- l. HMS&C will, in lieu of a substantial contribution claim being made against C. Dotolo's Chapter 7 Bankruptcy Estate pursuant to 11 U.S.C. §503(b) with respect to the recoveries described herein, receive an advance pro rata distribution on account of the \$100,000.00 payment described in subparagraph (b) above, less the distribution to the Trustee on account of statutory Trustee's fees; and
- m. With respect to other recoveries which may come to either the Chapter 7 Estates of V. Dotolo and C. Dotolo due to the efforts of HMS&C, HMS&C reserves the right to file and request the award of an administrative expense claim due to its substantial contributions pursuant to 11 U.S.C. §503(b); and
- n. The Trustee will be permitted to make additional distributions to both allowed administrative and unsecured creditors on a quarterly basis as the

payments described above are made to and received by the Trustee, upon the entry of an ex-parte Order; and

- o. HMS&C and the Trustee will continue to work together to complete pending litigation, to collect settlement monies and to pursue additional avoidable transfers revealed through discovery; and
- p. C. Dotolo, V. Dotolo, D. Dotolo and Dotolo Research will continue to use their best faith efforts to assist both HMS&C and the Trustee in their collective continued efforts to recover property of the Chapter 7 Estates of both V. Dotolo and C. Dotolo and to pursue related claims; and
- q. The Trustee reserves the right to seek to revoke C. Dotolo's discharge or V. Dotolo's discharge if sufficient grounds arise pursuant to 11 U.S.C. §727(d), including but not limited to the concealment, secretion, dissipation or transfer of other property of the Chapter 7 Estates of V. Dotolo and C. Dotolo; and
- r. In the event of either a monetary or non-monetary default of C. Dotolo, V. Dotolo, D. Dotolo, R. Dotolo and Dotolo Research, HMS&C or the Trustee may provide notice of default to:

If to Raymond Dotolo or Dotolo Research, by delivering a copy to

Bernard J. Morse, Esq.
Morse & Gomez, P.A.
119 South Dakota Ave.
Tampa, FL 33606
bmorse@morsegomez.com

If to C. Dotolo, by delivering a copy to

Melissa Gilkey Mince
P O Box 4426
Seminole, FL 33775-1426
mgmcat@tampabay.rr.com

If to V. Dotolo, by delivering a copy to

Vincent Dotolo
2674 Heron Lane South
Clearwater, FL 33762

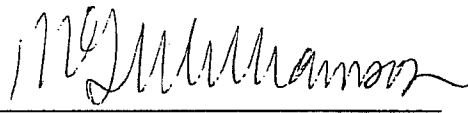
If to D. Dotolo, by delivering a copy to

Dominique Dotolo
c/o 2674 Heron Lane South
Clearwater, FL 33762

- s. If such defaults are not cured within ten (10) days of the receipt of notice described above and such defaults are not otherwise controverted by the filing with the United States Bankruptcy Court for the Middle District of Florida ("Court") of an Affidavit of No Default filed within ten (10) days of the receipt of notice described above, the Trustee shall be entitled to retain ownership of the pledged Dotolo Research stock for the benefit of the creditors of C. Dotolo's Chapter 7 Estate, to immediately take control of the Dotolo Research's pledged assets, to recover on the Promissory Notes described herein and to pursue other appropriate remedies afforded under applicable law. This Court shall have the exclusive jurisdiction to determine the occurrence of any default of the terms and conditions of the Settlement Agreement; and
- t. The parties to the Settlement Agreement expressly agree that none of the obligations of the parties hereto bind or are the responsibility of Vin-Dotco, Inc. and Vin-Dotco, Inc.'s current share ownership, as directed by previous court order, shall remain unaffected by this Settlement Agreement; and
- u. Until all payments due by Dotolo Research, R. Dotolo and C. Dotolo have been made to HMS&C and the Trustee, Dotolo Research agrees that it will not modify its current relationship with Vin-Dotco, Inc. and will not make claims against Vin-Dotco, Inc. without the express written consent of HMS&C; and
- v. All of the parties to the Settlement Agreement agree to use their best faith efforts to execute all documents necessary to implement the terms of this Settlement Agreement to effectuate the intent of the parties hereto; and
- w. All of the terms and conditions of the Settlement Agreement are separately enforceable and any disputes regarding the interpretation or enforcement of the terms of the Settlement Agreement, including but not limited to the enforcement of the security interests described herein, shall lie within this Court's exclusive jurisdiction; and
- x. The prevailing party in any action described above shall be entitled to the recovery of reasonable fees and costs incurred in connection with such efforts; and

- y. This Court shall retain the fullest jurisdiction possible to interpret and enforce the terms of the Settlement Agreement and this Order Approving Motion to Compromise, any documents executed in implementation thereof, and any Orders entered hereon.
3. This Court shall retain such jurisdiction as is necessary and appropriate to enter such other orders as is necessary to effectuate the terms and provisions described herein.

DONE AND ORDERED at Tampa, Florida on July 14, 2006.



Honorable Michael G. Williamson
United States Bankruptcy Judge

Copies to:

Steven M. Berman, Esq., 401 S. Florida Ave., #300, Tampa, FL 33602
United States Trustee, 501 E. Polk Street, Suite 1200, Tampa, FL 33602
Douglas Menchise, Esq., 300 Turner Street, Clearwater, FL 33756
Melissa Mince, Esq., P O Box 4426, Seminole, FL 33775
Vincent Dotolo, 2674 Heron Lane South, Clearwater, FL 33762
Dominique Dotolo, 2674 Heron Lane South, Clearwater, FL 33762
Bernard J. Morse, Esq., 119 South Dakota Ave., Tampa, FL 33606


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PLEDGE AND SECURITY AGREEMENT

Corneeltje Dotolo, Raymond Dotolo and Dotolo Research Corporation and all of its affiliates as defined by 11 U.S.C § 101(2), ~~including but not limited to Dotolo Research Ltd. and Dotolo Institute, Inc.~~, jointly and severally (together, the "Pledgors"), and Honigman Miller Schwartz and Cohn LLP and Douglas Menchise (the "Trustee"), as the Chapter 7 Trustee of Corneeltje Dotolo (the "Secured Parties") enter into this PLEDGE AND SECURITY AGREEMENT (this "Agreement") as of Sept. 24., 2006. 

RECITALS

A. In connection with the Settlement Agreement between the Pledgors and the Secured Parties dated as of May 3, 2006, as amended (the "Settlement Agreement"), Pledgors issued to the Secured Parties a promissory note in the principal amount of \$300,000 (the "Note").

B. Corneeltje Dotolo and Raymond Dotolo are the legal and beneficial owners of all of the issued and outstanding shares (the "Shares") of Dotolo Research Corporation and all of its affiliates as defined by 11 U.S.C § 101(2), ~~including but not limited to Dotolo Research Ltd. and Dotolo Institute, Inc.~~ ("Issuers"). 

C. Pledgors have agreed to secure its obligations under the Note by pledging the Shares of Issuers, and all of the assets of Issuers, to the Secured Parties.

THEREFORE, the parties agree as follows:

1. Definitions. The terms listed in Section 1 below have the meanings provided in this Section 1. Certain other capitalized terms are defined elsewhere in this Agreement.

(a) "Collateral" is defined in Section 2.

(b) "Proceeds" has the meaning assigned to it under the Uniform Commercial Code ("UCC") and, in any event, shall include, without limitation: (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Pledgors from time to time with respect to any of the Collateral; (ii) any and all payments (in any form whatsoever) made or due and payable to Pledgors from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority); and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral, including, without limitation, any and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, or in exchange for, any of the Shares or the Assets (as defined in Section 2(c)).

(c) "Event of Default" means (a) the failure of Pledgors to perform any obligation under the Note promptly when due; (b) any other breach of any provision of the Note by Pledgors or any breach of this Agreement by Pledgors; or (c) that any material representation

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or warranty of Pledgors contained in the Note or this Agreement was untrue or becomes untrue at any time after the date hereof.

2. Pledgors' Pledge. As security for the payment and performance of any and all principal, interest, fees and costs due under the Note (the "Obligations"), Pledgors deliver, pledge and grant to the Secured Parties a security interest in the following:

(a) the Shares, as evidenced by the stock certificate(s) concurrently delivered to the Trustee who shall serve as escrow agent ("Certificate") including all other types or items of property arising in respect of the Shares which are to be pledged to the Secured Parties and held as Collateral under this Agreement;

(b) stock powers ("Powers") duly executed in blank;

(c) all of the assets of Dotolo Research Corporation, ~~Dotolo Research Ltd.~~ and ~~Dotolo Institute, Inc.~~, whether now existing or hereafter acquired, including, without limitation, all equipment, inventory, cash, accounts receivable, contract rights, equipment, fixtures, furniture, intangibles and any other assets of Issuers (the "Assets"); and

(d) the Proceeds of each of the foregoing (the Shares, the Powers, the Assets and the Proceeds are collectively referred to herein as the "Collateral").

3. Secured Parties Duties. The Secured Parties sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in the physical possession of the Secured Parties, will be to deal with it in the same manner as the Secured Parties deal with similar property for their own account. Without limiting the generality of the foregoing, the Secured Parties will be under no obligation to take any steps necessary to preserve rights in the Collateral against any other persons or to exercise any rights represented thereby; provided, however, that the Secured Parties may, at their option, do so, and any and all expenses incurred in connection therewith shall be for the sole account of Pledgors.

4. Preservation of Collateral. The Secured Parties are not required to insure or take any steps to collect or realize upon the Collateral or Proceeds on or in respect of the Shares or the Assets. Pledgors shall keep the Collateral free from all liens and encumbrances (other than those created by this Agreement) and pay and discharge, when due, all taxes, levies and other charges upon the Collateral.

5. Acts Not Affecting Obligations. None of the following shall affect the liabilities of the Pledgors under this Agreement, or the Obligations, or the rights of the Secured Parties with respect to the Collateral: (a) acceptance or retention by the Secured Parties of other security for the Obligations, or for the liability of any person with respect to the Obligations; (b) the release of all or any of the Collateral or other security for any of the Obligations; (c) any release, extension, renewal, modification or compromise of any of the Obligations or the liability of any obligor thereon; (d) failure by the Secured Parties to resort to other security or any person liable for any of the Obligations before resorting to the Collateral; (e) any increase in the amount of the

Obligations secured hereunder for any reason whatsoever; and (f) any exercise, or failure to exercise, any remedy described in Section 10, or taking or failing to take any action with respect thereto.

6. Voting Rights; Dividends; Etc. During the term of this Agreement:

(a) As long as an Event of Default has not occurred, but subject to the terms of the Settlement Agreement, Pledgors shall be entitled to exercise any and all voting and other consensual rights pertaining to the Shares or any part thereof and shall be entitled to receive and retain any dividends or distributions paid in respect of the Shares (except as provided in Section 6(b)), and the Secured Parties shall execute and deliver (or cause to be executed and delivered) to Pledgors all such proxies and other instruments as Pledgors may reasonably request for the purpose of enabling Pledgors to exercise those voting and other rights to which they are entitled to exercise pursuant to the foregoing; provided, however, that no vote shall be cast or consent, waiver or ratification given or action taken with the intent to directly or indirectly impair the Collateral.

(b) If an Event of Default occurs, Pledgors shall not be entitled to receive or retain any dividends or distributions paid in respect of the Shares.

(c) If an Event of Default occurs, all rights of Pledgors to exercise the voting and other consensual rights to which they would otherwise be entitled to exercise pursuant to this Section 6 shall, at the Secured Parties' option, cease, and all such rights shall, at the Secured Parties' option, thereupon become vested in the Secured Parties, the Secured Parties shall, at their option, thereupon have the sole right, but not the obligation, to exercise such voting and other consensual rights. In furtherance of the foregoing, Pledgors hereby make, constitute and appoint the Secured Parties as proxy and attorney-in-fact, with full power of substitution, to exercise all voting and other consensual rights with respect to the Shares, immediately upon exercise by the Secured Parties of their rights as provided in the preceding sentence. This proxy is coupled with an interest and is irrevocable at all times prior to the Lien Termination Date (as defined in Section 20).

7. Pledgors Representations. Pledgors represent, warrant and agree that:

(a) There are no restrictions upon the transfer of any of the Collateral and Pledgors have the right to pledge and grant a security interest in or otherwise transfer such Collateral free of any liens or encumbrances.

(b) This Agreement creates a valid security interest in the Collateral in favor of the Secured Parties, and all actions necessary or desirable to such perfection have been duly taken.

(c) Pledgors have made their own arrangements for keeping informed of changes or potential changes affecting the Collateral (including, but not limited to, rights to convert, rights to subscribe, payment of dividends, reorganization or other exchanges, tender

offers and voting rights) and Pledgors agree that the Secured Parties shall not have any responsibility or liability for informing Pledgors of any such changes or potential changes or for taking any action or omitting to take any action with respect thereto.

(d) This Agreement and the Powers have been duly authorized, executed and delivered by Pledgors and each constitutes a legal, valid and binding obligation of Pledgors enforceable in accordance with its terms.

(e) No consent, authorization, approval or other action by, and no notice to or filing with, any governmental authority is required either (i) for the pledge by Pledgors of the Collateral pursuant to this Agreement or for the due execution, delivery and performance of this Agreement by Pledgors, or (ii) for the exercise by Secured Parties of the voting or other rights provided for in this Agreement or of the remedies in respect of the Collateral in this Agreement, except as may be required in connection with the disposition of the Collateral by laws affecting the offering and sale of securities generally.

8. Stock Issuances and Adjustments; No Sale of Assets. Notwithstanding anything to the contrary contained herein, during the term of this Agreement, without the written consent of the Secured Parties, Issuers shall not issue any equity interest in Issuers to any party, including, without limitation, any other Pledgors or reclassify equity, increase or decrease capital or issue any equity as part of a reorganization of Issuers. Until the Lien Termination Date, Issuers shall not sell any Assets, other than sales in the ordinary course of business consistent with past practice.

9. Warrants. Notwithstanding anything to the contrary contained herein, during the term of this Agreement, no warrants or any other rights or options may be issued in connection with the Shares, without the written consent of the Secured Parties.

10. Remedies Upon Default.

(a) If an Event of Default occurs, the Secured Parties shall have, in addition to any other rights given by law or the rights against Pledgors hereunder or in the Note, all of the rights and remedies with respect to the Collateral of a secured party under the UCC.

(b) In addition, if an Event of Default occurs, the Secured Parties may sell or cause the Collateral to be sold at any public or private sale, in one or more sales or lots, at such reasonable price as the Secured Parties may deem best, and for cash or on credit or for future delivery, without assumption of any credit risk, and the purchaser of any or all of the Collateral so sold shall thereafter hold the same absolutely, free from any claim, encumbrance or right of any kind whatsoever. Any proceeds in excess of the Obligations received in such sale shall be payable to Pledgors.

(c) In view of the fact that federal and state securities laws may impose certain restrictions on the method by which a sale of the Shares may be effected after an Event of Default, Pledgors agree that upon the occurrence and during the continuance of an Event of

Default, the Secured Parties may from time to time attempt to sell all or any part of the Shares by a private placement, restricting the bidders and prospective purchasers to those who will represent and agree that they are "accredited investors" within the meaning of Regulation D promulgated pursuant to the Securities Act of 1933, as amended ("Securities Act"), and are purchasing for investment only and not for distribution. In so doing, the Secured Parties may solicit offers to buy the Shares, or any part of it, for cash, from a limited number of investors deemed by the Secured Parties, in their sole discretion, to be responsible parties who might be interested in purchasing the Shares.

11. Pledgors' Attorney-in-Fact. Pledgors hereby irrevocably appoint the Trustee as their attorney-in-fact to arrange for the transfer, after the occurrence of an uncured Event of Default and only for collateral purposes pursuant to this Agreement, of the Shares or other Collateral on the books of Issuer to the name of the Secured Parties or to the name of the Secured Parties' nominee.

12. Further Assurances. Pledgors agree that they will cooperate with the Secured Parties and will execute and deliver, or cause to be executed and delivered, all such other stock powers, proxies, instruments, and documents and will take all such other action, as the Secured Parties may reasonably request from time to time in order to carry out the provisions and purposes hereof.

13. Further Indemnification. Pledgors agree to pay, and to hold Secured Parties harmless from any and all liabilities, with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or its disposition or in connection with any of the transactions contemplated by this Agreement.

14. Expenses and Attorneys' Fees. A breaching party shall be responsible for the payment of all fees and out-of-pocket disbursements, including reasonable attorneys' fees, incurred by a non-breaching party in connection with any action taken by such non-breaching party to enforce any obligations of the other party under this Agreement.

15. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

16. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

17. Section Headings, Etc. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into

consideration in the interpretation hereof. All references to Sections are to Sections in this Agreement unless otherwise specified.

18. No Waiver; Cumulative Remedies. The Secured Parties shall not by any act (except a written instrument pursuant to Section 19 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of the terms and conditions hereof. A waiver by the Secured Parties of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Parties would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Secured Parties any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided under the Note or applicable law.

19. Amendments; Successors and Assigns; Governing Law. None of the terms or provisions of this Agreement may be waived, altered, modified or amended except by a written instrument, duly executed by Pledgors and the Secured Parties. This Agreement and all obligations of Pledgors hereunder shall be binding upon the successors and assigns of Pledgors, and shall, together with the rights and remedies of the Secured Parties hereunder, inure to the benefit of the Secured Parties and their successors and assigns, provided that Pledgors may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Secured Parties. This Agreement shall be governed by, and be construed and interpreted in accordance with, the internal laws (and not the laws of conflict) of the State of Florida.

20. Lien Termination Date. This Agreement shall terminate on the date on which all of the Obligations shall have been paid or performed in full (the "Lien Termination Date"). On or after the Lien Termination Date, the Secured Parties, at the request and expense of Pledgors, will promptly execute and deliver to Pledgors a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement, and will duly assign, transfer and deliver to Pledgors (without recourse and without any representation or warranty) such of the Collateral as may be in the possession of the Secured Parties and which has not theretofore been sold or otherwise applied or released pursuant to this Agreement, together with any monies at the time held by the Secured Parties hereunder. No
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21. Notices. Any notice required or permitted under this Agreement will be deemed duly given if (a) in writing and (b) hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to a party at the address specified in the Settlement Agreement, or at such other address or addresses as a party may designate to the other party in writing. The date such notice is deemed given shall be the date it is actually delivered if hand delivered, or the date it is deposited with the U.S. Postal Service or in an appropriate receptacle if sent registered or certified mail.

22. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

HONIGMAN MILLER SCHWARTZ AND
COHN LLP

DOTOLO INSTITUTE, INC. *RD*

By:
Its:

By:
Its:

DOTOLO RESEARCH CORP.

RD

By: *Raymond Dotolo*
Its: *PRESIDENT*

DOTOLO RESEARCH LTD. *RD*

By:
Its:

RD

Raymond Dotolo, individually

RD For shares only
Corneeltje Dotolo, individually

Douglas Menchise, as the Chapter 7 Trustee
of Corneeltje Dotolo