



FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

JAN 11 2006
PATRICIA PRESLEY, COURT CLERK
by *[Signature]*
Deputy

BANCORP INTERNATIONAL GROUP, INC.,
A Nevada corporation,

Plaintiff,

and

CAPITAL GROWTH FINANCIAL, L.L.C.
A Florida Limited liability Company,

and

J.H. DARBIE & CO., INC.,
A New York Corporation,

v.

MARIO A. PINO, an individual,
CLEARSTOCK, INC., a Texas corporation,
DEALFLO, LLC., a New York limited liability company,
JEAN CARLOS MEDINA, an individual,
CHARLES WELLER, an individual,
THE GRACE TRUST, a foreign trust,
GLOBAL CONSULTING GROUP, a Maryland corporation,
SAM DEEB, an individual,
INTELLIGENT MESSAGE DISTRIBUTORS, a
Nevada corporation,
WALL STREET GROUP, L.L.C., an Arizona
limited liability company,
BARKEV KIBARIAN, an individual,
and
FELICA MORALES, an individual,

Defendants.

Case No. CJ-2005-7459

ORDER APPROVING SETTLEMENT AGREEMENT

This matter comes before the Court on this 6th day of January, 2006, on the Joint Application for Hearing Seeking Approval of Settlement Agreement ("Application") filed by Plaintiff, Bancorp International Group, Inc. ("BCIT"), and Intervening parties,

[Handwritten initials]

Capital Growth Financial, LLC, and JH Darbie & Co., Inc., (collectively the "Movants"). The Movants appear by independent counsel, and the remaining defendants, although given timely and proper notice of this hearing and the opportunity to appear, appear not. The Court having reviewed the Settlement Agreement and evidence submitted by the Movants, heard oral argument from counsel and being fully advised in the premises and noting that no objections have been filed or presented, this Court finds as follows:

1. On or about September 21, 2005, BCIT filed the above styled civil action wherein BCIT alleged, among other things, claims against the Defendants for violations of the Oklahoma Uniform Securities Act of 2004, the Securities Act of 1933, as amended (the "1933 Act"), and other applicable common law, and for a declaratory judgment.

2. In the civil action BCIT alleged that, beginning some time during the summer of the year 2005, Defendant, Mario A. Pino, individually and through various affiliated entities and coconspirators including Defendant, Wall Street Group, L.L.C., prepared or possessed at least twenty (20) stock certificates of BCIT (the "Wrongfully Issued Shares") purportedly representing 235,000,000 shares of common stock of BCIT. BCIT alleges that said Defendants thereupon caused the Wrongfully Issued Shares of BCIT to be distributed, both as compensation for work performed and as gifts, to various individuals and entities, including the remaining Defendants. The following named Defendants filed an Answer to the Petition herein, denying the allegations of the Petition: Clear Stock, Inc., Dealflo Advisors, LLC, Jean Carlos Medina, Wall Street Group, Mario Pino, Intelligent Message Distributors, and Sam Deeb. Defendant, Global Consulting Group, has filed an Entry of Appearance herein.

3. On November 18, 2005, Capital Growth Financial, L.L.C. and JH Darbie & Co. (the "Interveners") intervened in the civil action, claiming an interest in the civil action, and on November 21, 2005 filed an Petition in Intervention. In their respective Petitions in Intervention, the Interveners each alleged claims against each Defendant and cross-claims against BCIT. The Interveners alleged that BCIT negligently hired the Defendants and negligently supervised the actions and activities of the Defendants, and asserting the following claims against the Defendants and BCIT: (i) fraud under the Oklahoma Securities Act, Okla. Stat. tit. 71, §1.101-1.701 (the "Oklahoma Act"); (ii) fraud under the 1933 Act; and (iii) fraud under the Securities Exchange Act of 1934; as amended, and asserting the following claims against the Defendants: (i) common law fraud; and (ii) failure to register under the Oklahoma Act (collectively, the "Interveners' claims").

4. The Court finds that the scope of the record and the claims alleged herein represent an adequate investigation into the facts surrounding said claims.

5. BCIT, Interveners, and the Defendants, Mario Pino, Barkev Kibirian, Juan Carlos Medina, Wall Street Group, L.L.C., Global Consulting Group, Inc., Sam Deeb, Intelligent Message Distributors, Dealflo Advisors, L.L.C., Clearstock, Inc., (the "Settling Defendants"), without admitting any of the claims or Cross-claims, are each willing to enter into a Settlement Agreement that resolves many of the claims asserted in the civil action in order replace wrongfully issued or restricted shares with new free trading shares. Parties who have executed the Settlement Agreement, but not expressly released in the Settlement Agreement, survive claims of this suit to be raised in subsequent suit(s). A copy of the Settlement Agreement is attached hereto as Exhibit 1 and made a part hereof.

6. Under the terms of the proposed Settlement Agreement, the claims of BCIT against the Settling Defendants and the claims of the Settling Defendants against BCIT will be resolved in exchange for a release of claims, a release of the alleged Wrongfully Issued Shares, and cash. Further, the claims of the Interveners against BCIT will be resolved in exchange for the issuance of shares of common stock of BCIT (the "New Shares") delivered to the Interveners, as well as the delivery to BCIT of certain shares of restricted common stock of BCIT owned and held by JH Darbie & Co. The New Shares delivered under the terms of the Settlement Agreement will be deemed to be free-trading stock exempt from registration pursuant to Section 3(a)(10) of the 1933 Act, as amended (the "Securities Act"). See 15 U.S.C. § 77c(a)(10).

7. Upon being deemed exempt from registration of the Securities Act, the New Shares may be subject to state securities regulations. As BCIT is a corporation formed under the laws of and residing in the State of Nevada, the Nevada Uniform Securities Act is the only potentially applicable state law governing the issuance of the New Shares by BCIT. Under Nevada State Law, the New Shares are exempt from registration pursuant to Nev. Rev. Stat. § 90.530(10) or (11), because they are being issued to broker-dealers without commission or advertising, and to not more than 25 purchasers in the state of Nevada.

8. The Movants have properly given notice of this hearing on the Court's approval of the Settlement Agreement to all parties of record, to the United States Securities and Exchange Commission, and to any person who would receive securities in the proposed exchange, in order that any person desiring to be heard on this Application may appear before the Court at the requested hearing. Although adequate time was given to such parties to review the terms of the Settlement Agreement, obtain the advise of counsel and appear at the fairness hearing to obtain further information about the Settlement Agreement, no such person has appeared before this Court, in writing or in person at this hearing, to object to the proposed Settlement Agreement.

9. The requirements of Section 3(a)(10) of the Securities Act have been met as the terms and conditions of the Settlement Agreement relating to the exchange of the "New Shares", as defined in the Settlement Agreement, are reasonable and fair and that all Settling Defendants that, pursuant to such exchange, are to be issued the New Shares have had proper notice and the right to appear.

10. The Settlement Agreement is in the best interest of BCIT, the Intervenors, and the Settling Defendants, and necessary and proper for the protection of such persons. The alternatives to this settlement are not feasible nor do they treat the interested parties in a manner more favorable than they are treated under the Settlement Agreement.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED:

1. It is in the best interest of BCIT, the Intervenors and the Settling Defendants to enter into the Settlement Agreement.

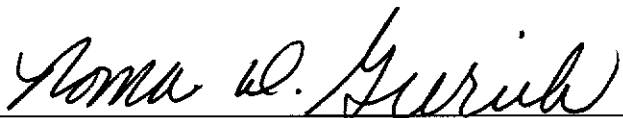
2. The requirements of Section 3(a)(10) of the Securities Act of 1933, as amended, and SEC Division of Corporation Finance Revised Staff Legal Bulletin No. 3 (October 20, 1999) have been met and the terms and conditions of the Settlement Agreement relating to the exchange of the New Shares are reasonable and fair and all persons that, pursuant to such exchange, are to be issued the New Shares have had proper notice and the right to appear.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT:

- A. This Court has jurisdiction over all of the parties of record and any person who would receive securities in the proposed exchange and has authority to issue an Order as contemplated by Section 3(a)(10) of the Securities Act of 1933, as amended;
- B. All of the parties and any person who would receive securities in the proposed exchange have received adequate notice of the Settlement Agreement;
- C. All of the parties and any person who would receive securities in the proposed exchange have had an opportunity to review the Settlement Agreement and seek the advice of counsel;
- D. All of the parties and any person who would receive securities in the proposed exchange have received adequate notice of a hearing at which this Court will determine the fairness of the proposed exchange of securities.
- E. This fairness hearing was open to everyone, including those persons to whom securities would be issued in the proposed exchange.
- F. After holding such a hearing, this Court finds that it had sufficient information before it to determine the value of the securities, the claims, and the interests to be surrendered and the securities to be issued in the proposed transaction;
- G. After holding the hearing and reviewing the proposed Settlement Agreement, this Court hereby determines that the conditions of the

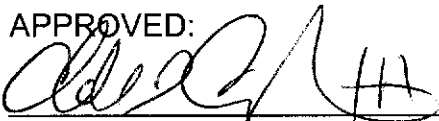
- G. After holding the hearing and reviewing the proposed Settlement Agreement, this Court hereby determines that the conditions of the Settlement Agreement are fair, just, and reasonable to those to whom securities will be issued and hereby approves the fairness of the terms and conditions of the Settlement Agreement as to BCIT, the Intervenors and the Settling Defendants;
- H. The New Shares, as defined in the Settlement, are deemed to be exempt from registration under Section 3(a)(10) of the Securities Act of 1933, as amended and issued in accordance with the provisions of SEC Division of Corporation Finance Revised Staff Legal Bulletin No. 3 (October 20, 1999);
- I. The New Shares, as defined in the Settlement Agreement, are deemed to be exempt from registration in the State of Nevada pursuant to Nev. Rev. Stat. §90.530(10) or (11);
- J. All parties to this litigation not expressly released in the Settlement Agreement are still subject to the pending claims in this suit, or any subsequently filed suit, and are not released in any manner for liability to any other party for the claims alleged herein or any other claims that may arise.

IT IS SO ORDERED.




 NOMA D. GURICH,
 JUDGE OF THE DISTRICT COURT

APPROVED:



 Clell I. Cunningham III, OBA #2093
 Dunn, Swan & Cunningham, P.C.
 210 Park Avenue, Suite 2800
 Oklahoma City, OK 73102
 (405) 235-8318
 (405) 235-9605 - facsimile

Counsel for Bancorp International Group, Inc.



 Richard C. Ogden, OBA #13749
 Russell A. Wantland, OBA #19965
 Mulinix Ogden Hall Andrews & Ludlam, P.L.L.C.
 210 Park Avenue, Suite 3030
 Oklahoma City, OK 73102
 (405) 232-3800
 (405) 232-8999 - facsimile
 Counsel for Capital Growth Financial, LLC and JH Darbie & Co., Inc.

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made effective as of the 8th day of December, 2005, by and among Bancorp International Group, Inc., a Nevada corporation with the trading symbol "BCIT" (hereinafter sometimes referred to as "BCIT"), Mario A. Pino, an individual, Sam Deeb, an individual, Jean Carlos Medina, an individual, Charles Weller, an individual, Barkev Kibarian, an individual, Felica Morales, an individual, Clearstock, Inc., a Texas corporation, DealFlo, L.L.C., a New York Limited Liability Company, The Grace Trust a foreign trust, Global Consulting Group, a Maryland corporation, Intelligent Message Distributors, a Nevada corporation, and Wall Street Group, L.L.C., an Arizona limited liability company, (collectively, the "Defendants"), Capital Growth Financial, L.L.C., a Florida limited liability company, and JH Darbie & Co., a New York corporation.

I. RECITALS

1.1 BCIT is a Nevada corporation licensed to do business in the State of Oklahoma. BCIT is a publicly traded corporation. Its authorized Transfer Agent is Pacific Stock Transfer Company, 500 E Warm Springs Road, Ste. 240, Las Vegas, NV 89119.

1.2 Each of the following Defendants are individuals or entities that held brokerage accounts at Capital Growth Financial, L.L.C., a brokerage firm with offices in, among other locations, Oklahoma City, Oklahoma: Mario A. Pino; Clearstock, Inc.; Dealflo, L.L.C.; Gene Carlos Medina; Charles Weller; The Grace Trust; Global Consulting Group; Sam Deeb; Wall Street Group, Barkev Kibarian, and Intelligent Message Distributors.

1.3 Each of the following Defendants are individuals or entities that held brokerage accounts at JH Darbie & Co., a brokerage firm located at 99 Wall Street, 6th Floor, New York, NY 10005: Mario Pino (individually); Wall Street Group, L.L.C., c/o Mario Pino; Barkev Kibarian; and Felica Leigh Morales.

1.4 On or about September 21, 2005, BCIT filed a civil action in the District Court of Oklahoma County, Oklahoma styled Bancorp International Group, Inc. v. Mario A. Pino, et al., Case No. CJ-2005-7459 (the "Civil Action"), wherein BCIT alleged, among other things, claims against the Defendants for violations of the Oklahoma Uniform Securities Act of 2004, the Securities Act of 1933, as amended (the "1933 Act"), and other applicable common law, and for a declaratory judgment. In the Civil Action some of the Defendants filed an Answer denying the claims of BCIT, or, though properly served with Summons and Petition, wholly failed to answer and therefore are in default.

1.5 On November 18, 2005, Capital Growth Financial, L.L.C. and JH Darbie & Co. (the "Interveners") intervened in the Civil Action, claiming an interest in the

Civil Action, and on November 21, 2005 filed an Answer and Cross-claims against the Defendants. In the Petition in Intervention, the Intervenor each filed cross-claims against BCIT alleging that BCIT negligently hired Defendants and negligently supervised the actions and activities of Defendants, and asserting the following claims against BCIT: (i) fraud under the Oklahoma Securities Act, Okla. Stat. tit. 71, §1.101-1.701 (the "Oklahoma Act"); (ii) fraud under the 1933 Act; and (iii) fraud under the Securities Exchange Act of 1934; as amended, and asserting the following claims against the Defendants: (i) common law fraud; and (ii) failure to register under the Oklahoma Act (collectively, the "Cross-claims").

1.6 In the Civil Action, BCIT alleged that, beginning some time during the summer of the year 2005, Defendant, Mario A. Pino, individually and through various affiliated entities and coconspirators including Defendant, Wall Street Group, L.L.C., prepared or possessed at least twenty (20) stock certificates of BCIT (the "Wrongfully Issued Shares") purportedly representing 235,000,000 shares of common stock of BCIT. BCIT alleges that said Defendants thereupon caused the Wrongfully Issued Shares of BCIT to be distributed, both as compensation for work performed and as gifts, to various individuals and entities, including the remaining Defendants.

1.7 With the exception of Defendant, Charles Weller (who did not deposit the Wrongfully Issued Shares into the public market), the Defendants listed below thereupon deposited the Wrongfully Issued Shares with Capital Growth Financial, L.L.C., causing the Wrongfully Issued Shares to be entered into the public market, as follows:

Defendant	Sales Proceeds	Net Amount
Clear Stock	77,405.83	42,188.90
DealFlo	874.96	874.96
Zero Zero One	16,211.07	16,211.07
Medina	43,579.94	43,579.94
Weller	0	0
Grace Trust	30,349.39	30,349.39
Global Consulting	6,547.17	6,547.17
Sameer Deeb	16,502.68	16,502.68

Intelligent Dist.	Mess.	36,794.43	36,794.43
Wall Street Group		160,913.75	160,913.75
Barkev Kibarian		58,854.22	18,145.95

In April 2005, Defendants Kibarian, Morales, and Wall Street Group/Mario Pino delivered to JH Darbie & Co. certain Wrongfully Issued Shares as follows:

Defendant	Cert. No.	Number of Shares	Sale Proceeds
Barkev Kibarian	1088	5 million ¹	\$18,415.70
Wall Street Group/ Mario A. Pino	1063	20 million	\$108,123.93
Felicia Leigh Morales	1066	25,000	\$124.99

JH Darbie & Co. has alleged that it accepted the certificates from these Defendants in good faith and did not know at the time that these certificates were counterfeit. In accordance with its customers' instructions, JH Darbie & Co. delivered the Wrongfully Issued Certificates to its clearing broker, NF Clearing, for sale.² JH Darbie & Co. has alleged that NF Clearing delivered the certificates to Depository Trust Company ("DTC"), which delivered them to BCIT's transfer agent for re-registration. On August 16, 2005, DTC issued *Important Notice 8418*, quoting a press release from BCIT indicating that "individuals and corporate entities involved with the illegal takeover of the company printed invalid share certificates." DTC suspended all services with respect to BCIT shares, other than custody. DTC demanded replacement certificates from NF Clearing.

JH Darbie & Co. attempted to purchase replacement certificates in the open market and tried to buy 6,668,500 shares for which it paid \$118,297.59. However, J.H. Darbie & Co. alleges that it never received those shares because the market was flooded with counterfeit shares and there were no valid shares available to purchase. JH Darbie & Co. has never recovered the \$118,297.59 it paid in its effort to purchase replacement securities.

1.8 Defendants Charles Weller and The Grace Trust each deny the wrongdoing alleged in the Petition, and further deny that BCIT, Capital Growth Financial,

¹ See note 3 below.

² With respect to Barkev Kibarian, JH Darbie & Co. sold 1,140,000 shares for \$18,415.70, and transferred by ACAT to Capital Growth Financial L.L.C., the remaining 3,860,000 shares. JH Darbie & Co. remains liable to its clearing firm, NF Clearing, which is in turn liable to DTC, for all 5 million shares.

L.L.C. or JH Darbie & Co. suffered any damages as a result of their actions.

1.9 BCIT, Capital Growth Financial, L.L.C. and JH Darbie & Co. and each of the Defendants desire to compromise and resolve claims against one another on the terms as set forth in this Settlement Agreement.

1.10 Defendant, Global Consulting Group has alleged that it accepted the certificates in good faith and did not know at the time that these certificates were alleged to be counterfeit. Defendant, Global Consulting Group denies the wrongdoing alleged in the Petition, and further denies that BCIT, Capital Growth Financial, L.L.C. or JH Darbie & Co. suffered any damages as a result of their actions.

II. TERMS OF SETTLEMENT

In consideration of the mutual covenants as set forth herein, the parties hereto agree as follows:

3.1 Exchange of Shares, Claims and Cash. Upon approval of this Settlement Agreement by the District Court in the Civil Action:

3.1.1 Capital Growth Financial, L.L.C. and JH Darbie & Co. shall take all such steps as may be reasonably necessary to cause the respective clearing firms of each to release and deliver to counsel for BCIT all of the Wrongfully Issued Shares held by them, if any. Should the respective clearing firm of either Capital Growth Financial, L.L.C. or JH Darbie & Co. fail to deliver the Wrongfully Issued Shares, Capital Growth Financial, L.L.C. or JH Darbie & Co. shall not be held liable for such failure. All of the Defendants, including Charles Weller, will forthwith release and return to counsel for BCIT, all of the certificates representing the Wrongfully Issued Shares, if any are remaining in such Defendants' possession or control.

3.1.2 JH Darbie & Co. previously acquired 25,075,000 shares of common stock of BCIT (the "Restricted Shares") in a transaction intended to comply with Section 4(2) of the 1933 Act, for \$72,500. Upon approval of this Settlement Agreement by the Court, BCIT shall issue to JH Darbie & Co. 25,025,000 shares of Common Stock of BCIT possessing the attributes described in Section 3.3 below. In exchange, JH Darbie & Co. shall cause the Restricted Shares to be released and distributed to BCIT. Further, upon approval of this Settlement Agreement by the Court, BCIT shall issue to Capital Growth Financial, L.L.C., for transfer to or for the accounts of the respective Defendants at Capital Growth Financial, L.L.C., as appropriate, an aggregate of 219,723,000 New Shares. The 25,025,000 shares to be issued to JH Darbie & Co. and the 219,723,000 shares to be issued to Capital Growth Financial, L.L.C. are hereinafter referred to as the "New Shares."

3.1.3 All of the Defendants, by their execution below, hereby agree

and authorize Capital Growth Financial, L.L.C. (with reservation of rights) to take such steps as may be reasonably necessary to transfer to BCIT, in full or partial satisfaction of the claims of BCIT, the cash amounts as set forth below in Column 3 if such funds are currently held in the brokerage accounts of such Defendants as of the date of this Agreement, at Capital Growth Financial, L.L.C. such transferred amounts to be paid to BCIT in full or partial satisfaction of the indebtedness of each such respective Defendant to BCIT (but not of Capital Growth Financial, L.L.C.) for the value of the New Shares:

Amounts Held at Capital Growth Financial, L.L.C.

Column 1 Defendant	Column 2 Cash on Deposit	Column 3 Amt. to Transfer to BCIT	Column 4 Amt. Still Due BCIT
Clear Stock, Inc.	\$42,669.92	\$42,669.92	\$35,216.92
DealFlo	82,379.13	17,086.07	
Medina	151.55	151.55	43,428.39
Weller	0.00	0.00	
Grace Trust	22,928.68	22,928.68	7,420.71
Global Consulting	10.41	10.41	6,536.76
Sameer Deeb	5.04	5.04	16,497.64
Intelligent Mess. Dist.	0.43	0.43	36,794.00
Wall Street Group	87,855.32	87,855.32	73,058.43
Barkev Kibarian	<u>838.94</u>	838.94	58,015.28
Felica Morales	<u>0</u>	<u>0</u>	124.99

Each of the Defendants, as set forth in Column 1, above, shall herewith cause to be delivered to counsel for BCIT the respective amounts set forth in Column 4, as payment in full satisfaction of the exchange of the Wrongfully Issued Shares for the New Shares. Other than the amounts set forth in Column 4, above held in such accounts at Capital Growth Financial, L.L.C., nothing in this provision shall require JH Darbie & Co. or Capital Growth Financial, L.L.C. to forward to BCIT any funds that such entities recover from any Defendants.

3.2 Court Approval of Settlement Agreement. Counsel for BCIT, counsel

for Capital Growth Financial, L.L.C. and JH Darbie & Co., and each counsel for the Defendants, shall undertake to obtain the approval of the terms and conditions of this Agreement in accordance with the provisions of Section 3(a)(10) of the 1933 Act and in accordance with SEC Division of Corporation Finance Revised Staff Legal Bulletin No. 3 (October 20, 1999), such that the New Shares may be issued by BCIT in accordance with the terms and conditions of this agreement, without restriction under the 1933 Act.

3.3 Attributes of New Shares. Upon entry of an appropriate court order approving the terms and conditions of this Agreement as set forth in sections 3.1 and 3.2, above, the New Shares shall be deemed to be free-trading stock exempt from registration pursuant to Section 3(a)(10) of the 1933 Act. BCIT shall take such steps as are reasonably necessary and appropriate to ensure that such New Shares, among other things, shall be:

- a) Properly authorized and issued under the relevant state blue sky and corporate law;
- b) Issued in compliance with the federal securities laws and the rules thereunder; and
- c) Not be restricted shares, *i.e.*, shall be freely tradable without legal or equitable restriction and shall be without adverse claim under UCC Article 8.

Provided further, that with respect to the 25,025,000 shares that BCIT shall issue to JH Darbie & Co., BCIT shall take such steps as are reasonably necessary and appropriate to ensure that such New Shares, among other things, shall be:

- a) Reasonably acceptable to DTC for deposit therein in satisfaction of NF Clearing/JH Darbie's open short position, as described in Section 1.7 hereof; and
- b) Reasonably acceptable to NF Clearing in satisfaction of JH Darbie & Co.'s obligation for the 25,025,000 shares.

Provided further, that with respect to the 25,025,000 shares that BCIT shall issue to JH Darbie & Co., BCIT:

- a) Shall not seek or instruct its transfer agent to impose any stops or stop transfer orders on these New Shares or on any shares that flow therefrom; and
- b) Shall not assert any adverse claim against such new shares.

3.4 Cash Payments. Upon entry of an appropriate court order approving the terms and conditions of this Agreement as set forth in sections 3.1 and 3.2, above counsel for BCIT shall release to BCIT the sums held by it in its trust account deposited there by JH Darbie & Co. on or about September 29, 2005.

3.6 Failure to Receive Court Approval. In the event that, for any reason the District Court in the Civil Action does not approve the terms and conditions of this Agreement pursuant to section 3.1 and 3.2 hereof, this Agreement shall be deemed to be void and held for naught, and the Civil Action shall proceed to trial and judgment.

3.7 Dismissal of Certain Claims.

3.7.1 Upon entry of an appropriate court order approving the terms and conditions of this Agreement as set forth in sections 3.1 and 3.2, above, BCIT, Capital Growth Financial, L.L.C. and JH Darbie & Co. shall execute and deliver to the District Court in the Civil Action a Dismissal With Prejudice of all of the respective claims asserted by them against each other in the Civil Action.

3.8 Releases of Certain Claims

3.8.1 Capital Growth Financial, L.L.C. and JH Darbie & Co. Release of Claims. Capital Growth Financial, L.L.C. and JH Darbie & Co. each, individually and collectively, hereby release, discharge, and relinquish any and all claims whatsoever, demands, causes of action, whether in law or in equity, whether known or unknown, anticipated or unanticipated, direct or indirect, fixed or contingent, whether heretofore asserted or not, which they ever had, now have, or may claim to have, against BCIT, including, without limitation, the claims asserted in their respective Petitions in Intervention.

3.9 BCIT Release of Claims. BCIT hereby releases, discharges, and relinquishes any and all claims whatsoever, demands, causes of action, whether in law or in equity, whether known or unknown, anticipated or unanticipated, direct or indirect, fixed or contingent, whether heretofore asserted or not, which it ever had, now have, or may claim to have, against Capital Growth Financial, L.L.C., JH Darbie & Co., and the Defendants.

3.10 Defendants Release of Claims. The Defendants hereby release, discharge and relinquish any and all claims whatsoever, demands, causes of action, whether in law or in equity, whether known or unknown, anticipated or unanticipated, direct or indirect, fixed or contingent, whether heretofore asserted or not, which it ever had, now have, or may claim to have, against BCIT.

3.11 Claims. BCIT hereby acknowledges and agrees that the releases described in this Section are an important element of this Settlement Agreement and further BCIT's desire to resolve these issues as quickly and efficiently as possible. The claims, if any, of BCIT, Defendants, Capital Growth Financial, L.L.C. and JH Darbie & Co. not expressly released hereby shall in all respects remain unimpaired by this Settlement Agreement.

IV. INDEMNIFICATION

4.1 Indemnification of BCIT. Mario A. Pino, an individual, Jean Carlos Medina, an individual, Barkev Kibarian, an individual, Felica Morales, an individual, Global Consulting Group, a Maryland Corporation, Intelligent Message Distributors, a Nevada corporation, and Wall Street Group, L.L.C., a Arizona Limited liability Company, individually and collectively (and not the Intervenors), hereby agree to indemnify and hold harmless BCIT and each officer, director and employee (whether past, present or future) of BCIT against and in respect of all actions, suits, proceedings, demands, and assessments brought by any past, present or future holder of one or more shares of common stock of BCIT in connection with both this Settlement Agreement and the various claims of BCIT finally resolved and settled hereby, and any judgments, attorney's fees, costs and expenses associated therewith.

V. REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of BCIT. BCIT represents and warrants to Capital Growth Financial, L.L.C. JH Darbie & Co., and the Defendants as follows:

5.1.1 BCIT is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, with all requisite corporate power and authority to own and operate its properties and to carry on its business as now conducted. BCIT has taken all corporate action necessary to authorize its execution, delivery and performance of this Settlement Agreement. BCIT has full corporate power and authority to enter into this Agreement and carry out the terms hereof. This Settlement Agreement, when executed by the person(s) identified herein, will have been validly executed and delivered by BCIT, binding upon and enforceable against it in accordance with its terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, or other laws of general application relating to or affecting creditors' rights generally and except as enforceability may be limited by rules of law governing specific performance, injunctive relief or other equitable remedies.

5.1.2 The execution, delivery and performance of this Settlement Agreement by BCIT, the compliance by BCIT with the provisions of this Settlement Agreement and the consummation of the transactions described in this Settlement Agreement will not conflict with or result in the breach of any of the terms or provisions of or constitute a default under:

5.1.2.1 the articles of incorporation or bylaws of BCIT;

5.1.2.2 any agreement or instrument to which BCIT is a party

or by which BCIT is bound; or

5.1.2.3 to the best of the knowledge of BCIT, any order, rule, regulation or decision of any court or regulatory authority or governmental body applicable to BCIT.

5.1.3 Except for any review initiated by any state securities and regulatory authority or the Federal Securities and Exchange Commission as to an exemption from registration of any shares issued pursuant to this Settlement Agreement, or as otherwise provided herein, no consent, approval, authorization, order, designation or declaration of any court or regulatory authority or governmental body, federal or other, or third person is required to be obtained by BCIT for the consummation of the transactions described in this Agreement.

5.1.4 To the best of its knowledge and belief, BCIT currently has 29,105,078 outstanding shares of its common stock.

5.1.5 To the best of its knowledge and belief, BCIT has 500,000,000 authorized shares of common stock, par value \$.0001.

5.2 Representations and Warranties of Capital Growth Financial, L.L.C. Capital Growth Financial, L.L.C. represents and warrants to BCIT as follows:

5.2.1 Capital Growth Financial, L.L.C. is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, with all requisite corporate power and authority to own and operate its properties and to carry on its business as now conducted. Capital Growth Financial, L.L.C. has taken all corporate action necessary to authorize its execution, delivery and performance of this Settlement Agreement. Capital Growth Financial, L.L.C. has full corporate power and authority to enter into this Agreement and carry out the terms hereof. This Settlement Agreement, when executed by the person(s) identified herein, will have been validly executed and delivered by Capital Growth Financial, L.L.C., binding upon and enforceable against it in accordance with its terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, or other laws of general application relating to or affecting creditors' rights generally and except as enforceability may be limited by rules of law governing specific performance, injunctive relief or other equitable remedies.

5.2.2 The execution, delivery and performance of this Settlement Agreement by Capital Growth Financial, L.L.C., the compliance by Capital Growth Financial, L.L.C. with the provisions of this Settlement Agreement and the consummation of the transactions described in this Settlement Agreement will not conflict with or result in the breach of any of the terms or provisions of or constitute a default under:

5.2.2.1 the articles of incorporation or bylaws of Capital

Growth Financial, L.L.C.;

5.2.2.2 any agreement or instrument to which Capital Growth Financial, L.L.C. is a party or by which Capital Growth Financial, L.L.C. is bound; or

5.2.2.3 to the best of the knowledge of Capital Growth Financial, L.L.C., any order, rule, regulation or decision of any court or regulatory authority or governmental body applicable to Capital Growth Financial, L.L.C.

5.2.3 Except for any review initiated by any state securities and regulatory authority or the Federal Securities and Exchange Commission as to an exemption from registration of any shares issued pursuant to this Settlement Agreement, or as otherwise set forth herein, no consent, approval, authorization, order, designation or declaration of any court or regulatory authority or governmental body, federal or other, or third person is required to be obtained by Capital Growth Financial, L.L.C. for the consummation of the transactions described in this Agreement.

5.3 Representations and Warranties of JH Darbie & Co. JH Darbie & Co. represents and warrants to BCIT as follows:

5.3.1 JH Darbie & Co. is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, with all requisite corporate power and authority to own and operate its properties and to carry on its business as now conducted. JH Darbie & Co. has taken all corporate action necessary to authorize its execution, delivery and performance of this Settlement Agreement. JH Darbie & Co. has full corporate power and authority to enter into this Agreement and carry out the terms hereof. This Settlement Agreement, when executed by the person(s) identified herein, will have been validly executed and delivered by JH Darbie & Co., binding upon and enforceable against it in accordance with its terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, or other laws of general application relating to or affecting creditors' rights generally and except as enforceability may be limited by rules of law governing specific performance, injunctive relief or other equitable remedies.

5.3.2 The execution, delivery and performance of this Settlement Agreement by JH Darbie & Co., the compliance by JH Darbie & Co. with the provisions of this Settlement Agreement and the consummation of the transactions described in this Settlement Agreement will not conflict with or result in the breach of any of the terms or provisions of or constitute a default under:

5.3.2.1 the articles of incorporation or bylaws of JH Darbie & Co.;

5.3.2.2 any agreement or instrument to which JH Darbie & Co. is a party or by which JH Darbie & Co. is bound; or

5.3.2.3 to the best of the knowledge of JH Darbie & Co., any order, rule, regulation or decision of any court or regulatory authority or governmental body applicable to JH Darbie & Co.

5.3.3 Except for any review initiated by any state securities and regulatory authority or the Federal Securities and Exchange Commission as to an exemption from registration of any shares issued pursuant to this Settlement Agreement, or as otherwise set forth herein, no consent, approval, authorization, order, designation or declaration of any court or regulatory authority or governmental body, federal or other, or third person is required to be obtained by JH Darbie & Co. for the consummation of the transactions described in this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 Press Releases. Neither BCIT nor JH Darbie & Co. nor Capital Financial Growth, L.L.C. shall issue any press release describing or in any way referring to this Settlement Agreement without the prior written approval of the other. BCIT, JH Darbie & Co. and Capital Financial Growth, L.L.C. shall each work in good faith to prepare either a mutually acceptable joint release or mutually acceptable separate releases.

6.1 Compromise. The parties agree that they are entering into this Agreement as a compromise of disputed claims to avoid the cost and expense of litigation. By entering into this Agreement, none of the parties hereto admits any wrongdoing, liability or obligation whatsoever.

6.2 Additional Documents. All parties agree to furnish any additional information and execute any and all additional documents not inconsistent with the provisions of this Agreement which may be required by, or as may be necessary or proper to carry out effectively, the provisions and purposes of this Agreement.

6.3 Entire Agreement. This Agreement embodies the entire agreement between the parties hereto with respect to the matters involved herein and supersedes any previous negotiations or agreements between the parties with respect to such matters. This Agreement was not executed in reliance upon any statement or representation by either party other than those set forth above. This Agreement may not be modified except by a subsequent agreement in writing signed by all affected parties. No amendment or modification of this Agreement shall be effective unless executed in writing by the parties affected by such amendment or modification.

6.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which constitutes an original and all of which taken together shall constitute one and the same agreement.

6.5 Authority to Execute. The signatories hereto each warrant that they have the authority to enter this Agreement, and any related documents, on behalf of the individual and/or entity on whose behalf they execute said documents.

6.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, heirs and personal representatives.

6.7 Paragraph Headings. The paragraph headings contained herein are included for convenience and reference purposes only and are not to be used in construing or interpreting this Agreement.

6.8 Time of Essence. Time is of the essence of this Agreement.

6.9 Governing Law. The validity, construction and enforcement of this Agreement shall be governed by the laws of the State of Oklahoma.

6.10 Enforceability. The covenants of this Agreement shall be specifically enforceable. In the event either party shall file an action to enforce the obligations imposed on the other party, the prevailing party shall be entitled to its costs and expenses, including a reasonable attorney's fee, incurred in connection with enforcement of such obligations.

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

J H DARBIE & CO, INC., a
New York corporation

By:

[Signature]
Its: President

ATTEST:

[Signature]
secretary

CORPORATE ACKNOWLEDGMENT

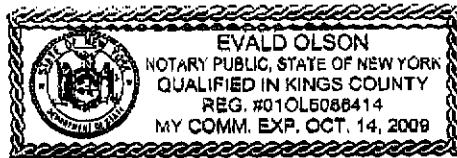
STATE OF NY)
COUNTY OF NY) ss.

Before me, the undersigned authority, on this day personally appeared ROBERT RABINOWITZ, known to me to be the person whose name is subscribed to the foregoing instrument as President of JH Darbie & Co., Inc., and acknowledged to me that he is authorized to execute on behalf of the corporation, and that he executed the same for the purposes and consideration therein expressed in the capacity herein stated and as the act and deed of the corporation.

Given under my hand and seal of office this 10 day of JANUARY, 2006.

[Signature]
Notary Public

My Commission Expires:



CAPITAL GROWTH FINANCIAL, L.L.C., a
Florida limited liability company

By: Michael S. Jacobs
Its: (Title) President

ACKNOWLEDGMENT

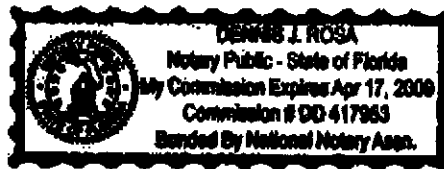
STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss.

Before me, the undersigned authority, on this day personally appeared Michael Jacobs, (known) to me to be the person whose name is subscribed to the foregoing instrument as _____ of Capital Growth Financial, L.L.C., and acknowledged to me that he is authorized to execute on behalf of the limited liability company, and that he executed the same for the purposes and consideration therein expressed in the capacity herein stated and as the act and deed of the limited liability company.

Given under my hand and seal of office this 11 day of JANUARY, 2006

Dennis J. Rosa
Notary Public

My Commission Expires:



Mario Pino, an individual

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

Before me, the undersigned authority, on this day personally appeared Mario Pino, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office this 4th day of January, ~~2008~~ 2006

Craig A. Moore
Notary Public

My Commission Expires:

5-19-2009



