

STOCK TRANSFER AGREEMENT

This Stock Transfer Agreement (the "Agreement") is made and entered into as of March 1, 2006, by and between the SSSSS Family Trust dated October 29, 2001 ("Transferor") and RRRRRR ("Transferee").

RECITALS

WHEREAS, Transferor owns shares of Common Stock of ZZZZZZ, a California corporation ("Company"),

WHEREAS, Transferor desires to transfer to Transferee, and Transferee desires to acquire, one thousand (1,000) of Transferor's shares of Common Stock of Company (the "Acquired Shares"),

WHEREAS, the transfer of the Acquired Shares qualifies as a "Permitted Transfer" pursuant to the Settlement Agreement dated February 28, 2005,

AGREEMENT

In consideration of the above recitals and the mutual covenants set forth below, Transferor and Transferee agree as follows:

1. **Purchase and Sale of Acquired Shares.**

Transferor hereby sells, transfers, assigns and conveys to Transferee, and Transferee hereby acquires, all of Transferor's right, title and interest in and to the Acquired Shares. Within ten (10) business days after the execution of this Agreement and Transferor's receipt of the purchase price set forth below, Transferor shall deliver to Transferee certificates representing the Acquired Shares with necessary stock' powers duly executed.

2. **Gift.**

Transferor shall transfer the Acquired shares to Transferee as a gift, in recognition of Transferee's contributions and efforts to the Company. Transferor and Transferee expressly acknowledge and agree, as between themselves, that the fair value for the Acquired Shares is eight thousand dollars (\$8,000.00). Transferor and Transferee are each active in and knowledgeable about the business, products, affairs, properties, risks, liabilities and prospects of the Company and each party has made his or her own independent judgment about the value of the Acquired Shares and is not relying on any representation or warranty, express or implied, about the value of the Acquired Shares or the past or future prospects of the Company. Each party assumes in full all risks of any nature whatsoever concerning the value of the Acquired Shares and each party forever and unconditionally waives any and all claims he or she may have against the other party or the Company, or the Company's officers, directors or shareholders, based on or related to the value of the Acquired Shares.

3. Limited Representations and Warranties of Transferor.

Transferor hereby represents and warrants to Transferee only the following: (i) that Transferor is the lawful owner of the Acquired Shares; (ii) that the Acquired Shares are duly authorized, validly issued and outstanding, fully paid and non-assessable, and issued without violation of any preemptive rights of any person; and (iii) that the Acquired Shares are free and clear of any and all claims, liens, pledges, options, prior assignments, encumbrances or other rights of third parties.

4. General Provisions.

4.1 Attorneys' Fees.

If any action is instituted by any party against another party for the purpose of determining or enforcing his or her rights under this Agreement, then the prevailing party in such action shall be entitled to recover from the other party all attorneys' fees and costs incurred in connection with the action, together with any related bankruptcy action which has the effect of staying the initial action for any period of time, and including all pre- and post-judgment enforcement, collection and appeal fees and costs.

4.2 Entire Agreement.

This Agreement, the Buy and Sell Agreement and the Settlement Agreement dated February 28, 2005 contain the entire agreement between the parties and supersede all oral or written agreements, understandings, negotiations, correspondence and other communications with regard to the subject matter hereof, and no addition or modification of any term or provision hereof shall be effective unless set forth in writing and signed by the parties hereto.

4.3 Headings.

Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not part of this Agreement.

4.4 Heirs and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, agents, successors, and assigns.

4.5 Invalid Provision.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and the remaining provisions this Agreement (including any partially unenforceable provision to the extent enforceable) shall be binding and enforceable and this Agreement shall be construed in all respects as if any invalid or