

Settlement Agreement and Stock Transfer

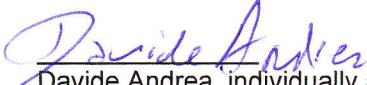
This Settlement Agreement and Stock Transfer is between Hybrids Plus, Inc., a Colorado Corporation, and Davide Andrea, personally and Elithion, LLC., a Colorado Company (the "Parties" or "Party")

1. It is the desire of the Parties to resolve and settle on a full and final basis issues that remain between them. The purpose of this agreement is to resolve those issues and mutually release each Party from any and all liability to the other. Therefore, the Parties agree as follows:

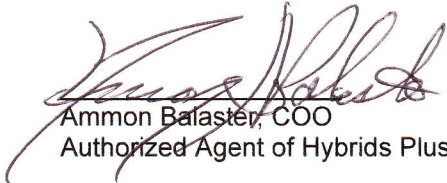
- a. This Settlement Agreement and Stock Transfer shall inure to the benefit of and bind all Parties' past, present and future heirs, assigns, agents, servants, representatives, employees, attorneys, insurers, re-insurers, partners, subsidiaries, divisions, affiliates, officers, directors, stockholders, assigns, predecessors and successors in interest, and all other persons or entities with whom any of the former have been, are now, or may hereafter be affiliated.
- b. Hybrids Plus, Inc. will pay Davide Andrea twenty-five thousand dollars (\$25,000) by March 13, 2009. This amount represents approximately fifteen thousand dollars (\$15,000) as repayment of all principal and interest due to him under any loans and approximately ten thousand dollars (\$10,000) as payment in full for all his stock in Hybrids Plus, Inc.
- c. Upon payment of the amount stated above, Davide Andrea will be deemed to have sold and transferred to Hybrids Plus, Inc. all his shares of capital stock in Hybrids Plus, Inc., consisting of 350,000 shares of common stock.
- d. It is intended that this payment and stock transfer will settle any and all claims between Davide Andrea and Hybrids Plus, Inc. The following language, to which the Parties are agreeing, is intended to accomplish this purpose.
- e. The Hybrids Plus hereby releases, acquits, and forever discharges Davide Andrea and Elithion, LLC., agents, past and present, employees, directors, trustees, shareholders, employers, successors, servants, partners, officers and insurers, subsidiaries, parent companies, affiliated companies and related entities of and from any and all liabilities, claims, demands, rights, intellectual property claims, trade secret claims, controversies, agreements, damages, actions, causes of action, expenses, fees, interest, compensation, judgment, and any and all consequential, punitive and treble damages of whatever kind and nature, either in law or in equity , known or unknown, whether or not contingent on any future event.
- f. Davide Andrea and Elithion, LLC., hereby release, acquit, and forever discharge Hybrids Plus, Inc. agents, past and present, employees, directors, trustees, shareholders, employers, successors, servants, partners, officers and insurers, subsidiaries, parent companies, affiliated companies and related entities of and from any and all liabilities, claims, demands, rights, intellectual property claims, trade secret claims, controversies, agreements, damages, actions, causes of action, expenses, fees, interest, compensation, judgment, and any and all consequential, punitive and treble damages of whatever kind and nature, either in law or in equity , known or unknown, whether or not contingent on any future event.

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The undersigned Parties accept and agree to the above terms, with the intent to form a legally binding contract and agreement.


Davide Andrea, individually and
Authorized Agent of Elithion

3/13/09
Date


Ammon Balaster, COO
Authorized Agent of Hybrids Plus

3-13-09
Date


Carl Lawrence, CEO
Authorized Agent of Hybrids Plus

3/13/09
Date