

SETTLEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of the 31st day of July, 2010 (provided that the Effective Date of this Agreement shall be determined as provided in Section 2.1 hereof), by and among the Marbury Plaza Concerned Tenants Association, a District of Columbia nonprofit corporation (the "Association"), each individual tenant who executes a Joinder in the form attached hereto as Appendix 1, (individually a "Tenant" and collectively, the "Tenants"), and A&A Marbury, LLC, a District of Columbia limited liability company ("Housing Provider").

WHEREAS, the Housing Provider and each of the Tenants are parties to residential leases for apartments in a complex of buildings owned by the Housing Provider, collectively known as "Marbury Plaza," which is located at 2300 through 2330 Good Hope Road, S.E., Washington, DC 20020 (individually, a "Building" and collectively the "Building(s)"); and

WHEREAS, the Housing Provider has heretofore instituted actions for possession in the Superior Court for the District of Columbia against certain of the Tenants (the "Landlord Tenant Actions"); and

WHEREAS, the Parties wish to resolve, settle and compromise all of the claims and disputes between them, each without admitting any liability to the other, under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good, adequate and sufficient consideration described herein, the Parties hereby agree as follows:

ARTICLE 1. INTERPRETATION

1.1 Definitions.

1.1.1 AG Escrow: As defined in Section 2.2.1 below.

1.1.2 Association: As defined in the Preamble.

1.1.3 Building(s): As defined in the Preamble.

1.1.4 Day: Unless otherwise specifically stated, a calendar day, whether or not such day is a Saturday, Sunday or federal holiday.

1.1.5 D.C. Housing Code: The District of Columbia Housing Regulations, codified at 14 D.C.M.R and/or 2006 edition of the Property Maintenance Code as amended at the discretion of the Chief Building Official.

1.1.6 Attorney General: Peter J. Nickles, Esq., the District of Columbia Attorney General, and his successors in that office.

1.1.7 Effective Date: As defined in Section 2.1.

1.1.8 Elderly or Disabled Tenant: A tenant named as an Elderly or Disabled Tenant in Exhibit A attached to this Agreement.

1.1.9 Qualified Tenants: The tenants of the Buildings who are named in Exhibit A attached to this Agreement. Upon signing the Joinder in the form attached to this Agreement as Appendix 1, a Qualified Tenant is referred to herein as a "Tenant," and is a party to this Agreement.

1.1.10 Housing Provider: As defined in the Preamble.

1.1.11 Improvement Fund: As defined in Section 2.3.2.

1.1.12 Landlord Tenant Court: The branch of the Superior Court of the District of Columbia that hears real property possessory disputes between landlords and tenants.

1.1.13 LT Court Registry Fund: The fund established by the Landlord Tenant Court into which certain Tenants pay their monthly rents pending resolution of their landlord/tenant disputes.

1.1.14 Chief Building Official: The Chief Building Official of the District of Columbia enforces and interprets the Construction Codes as amended in the District of Columbia.

1.1.15 Parties: the Association, the Tenants and the Housing Provider.

1.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the District of Columbia (without reference to conflicts of laws principles).

1.3 Captions, Numbering and Headings. Captions, numbering and headings of Articles, Sections, Exhibits and Appendices in this Agreement are for convenience of reference only and will not be considered in the interpretation of this Agreement. References in this Agreement to Articles, Sections, Exhibits and Appendices will be deemed to be references to such Articles, Sections, Exhibits and Appendices in this Agreement unless otherwise expressly specified.

1.4 Number; Gender. Whenever required by the context, the singular will include the plural, the neuter gender will include the male gender and female gender, and vice versa.

1.5 Severability. In the event that one or more of the provisions of this Agreement are held to be illegal, invalid or unenforceable, each such provision will be deemed severable and the remaining provisions of this Agreement will continue in full force and effect, unless this construction would operate as an undue hardship on the Parties or would constitute a substantial deviation from the general intent of the Parties as reflected in this Agreement.

1.6 No Oral Modifications or Waivers. No modification of this Agreement will be valid or effective unless the same is in writing and signed by the Parties. No purported waiver of any of the provisions of this Agreement will be valid or effective unless the same is in writing and signed by the Party against whom it is sought to be enforced.

1.7 Exhibits and Appendices. All Exhibits and Appendices referenced in this Agreement are incorporated by this reference as if fully set forth in this Agreement, and all references to this Agreement will be deemed to include all such Exhibits and Appendices.

1.8 Integration. This Agreement, all Exhibits and Appendices appended to this Agreement, and the documents and agreements referenced in this Agreement contain the entire understanding between the Parties with respect to the resolution of the matters set forth herein, and are intended to be a full integration of all prior or contemporaneous agreements, conditions, understandings or undertakings between the Parties with respect thereto. There are no promises, agreements, conditions, undertakings, understandings, warranties or representations, whether oral, written, express or implied, between the Parties with respect to the matters set forth herein other than as are expressly set forth in this Agreement, the Exhibits, the Appendices appended to this Agreement, and the documents and agreements referenced in this Agreement.

1.9 No Construction Against Drafter. This Agreement has been negotiated and prepared by the Parties and their respective attorneys and, should any provision of this Agreement require judicial interpretation, the court interpreting or construing such provision will not apply the rule of construction that a document is to be construed more strictly against one Party.

ARTICLE 2. EFFECTIVENESS OF AGREEMENT; RESOLUTION OF PAST MATTERS

2.1 Effectiveness of Agreement. THIS SETTLEMENT AGREEMENT SHALL BECOME EFFECTIVE AND LEGALLY BINDING ON THE PARTIES ONLY WHEN IT HAS BEEN EXECUTED BY THE HOUSING PROVIDER AND

- A. EIGHTY PERCENT (80%) OF THE QUALIFIED TENANTS HAVE EXECUTED THE JOINDER FORM ATTACHED HERETO AS APPENDIX 1 (units with multiple tenants count as one Tenant); and

B. THE SIGNED ORIGINAL OF THIS SETTLEMENT AGREEMENT HAS BEEN DELIVERED BY THE ASSOCIATION TO THE HOUSING PROVIDER.

THE DATE ON WHICH ALL OF THE FOREGOING CONDITIONS HAVE BEEN SATISFIED IS THE "EFFECTIVE DATE" OF THIS AGREEMENT. IF THE FOREGOING CONDITIONS HAVE NOT BEEN SATISFIED BY THE ONE HUNDRED TWENTIETH (120TH) DAY FROM THE MONTH, DAY AND YEAR SET FORTH IN THE FIRST AND SECOND LINES ON PAGE 1 OF THIS AGREEMENT, THIS AGREEMENT SHALL BE NULL AND VOID FROM ITS INCEPTION, AND OF NO FORCE OR EFFECT.

2.2 Claims/Potential Claims Resolved. In consideration of the agreements herein, except for the obligations expressly set forth in this Agreement, as of the Effective Date the Association and each Tenant who signs Appendix 1 hereto remises, releases and forever discharges the Housing Provider and the Housing Provider's Released Parties (as hereinafter defined), and the Housing Provider remises, releases and forever discharges the Association and each Tenant who signs Appendix 1 hereto and their respective Released Parties (as hereinafter defined), from and against any and all Claims (as hereinafter defined), for or because of any matter or thing required, agreed to, done, omitted or suffered to be done or which is otherwise based upon any events or facts, whether known or unknown, which have occurred on or prior to July 31, 2010, and which arise out of, concern or are with respect to the acts or omissions of the Association, acts or omissions of the Housing Provider, the tenancy of any or all Tenants who sign Appendix 1 hereto at the Buildings, the District of Columbia Housing Regulations or violations thereof, District of Columbia laws or regulations or violations thereof, rental payments or failure to pay same (except as provided in this Agreement), improper rents or implementation thereof, and rental contracts or leases, and any litigation or administrative action (including without limitation any Tenant Petition), all to the extent based upon facts existing on or prior to July 31, 2010; provided, however, that the foregoing shall not be construed to terminate any lease between any Tenant and the Housing Provider.

"Released Parties" means as to the Association, the Tenants who sign Appendix A to this Agreement, and the Housing Provider, their respective agents, representatives, officers, directors, employees, attorneys, lenders, accountants, insurers, predecessors, successors, assigns, heirs, partners (general and limited), members, managers, related companies, affiliates, contractors, servants and subrogees.

"Claims" means any and all liabilities, claims, actions, causes of action, acts, omissions, undertakings, charges, fines, torts, contracts, debts, liens, obligations, payments, rights, options, proceedings, covenants, agreements, promises, judgments, damages, costs, expenses, and demands of whatsoever kind or nature.

2.2.1 No Further Litigation or Rent Withholding. It is a fundamental provision of this Agreement that with respect to matters occurring on or prior to the Effective Date of this Agreement (i) the Association covenants and agrees that it and its

officers and directors shall not file, prosecute (or continue to prosecute), or participate in, or assist any tenant of the Buildings in preparing, filing or participating in, any litigation, tenant petition or other administrative action, or rent withholding or rent strike, and (ii) each Tenant who joins in this Agreement covenants and agrees that he or she shall not file, prosecute (or continue to prosecute) or participate in, or assist any tenant of the Buildings in preparing, filing or participating in, any litigation, tenant petition or other administrative action, or rent withholding or rent strike. In the event that the Association or any of its officers or directors or any Tenant who has joined in this Agreement violates any of the foregoing covenants and agreements, Housing Provider may, at its sole discretion, suspend any further expenditure of the Improvement Fund until such time as the litigation, tenant petition(s) or other administrative actions are dismissed with prejudice or rent withholding or the rent strike has fully ceased.

In the event that more than thirty (30) tenants of the Buildings, whether or not parties to this Agreement, fail to pay their monthly rent when due, Housing Provider may, at its sole discretion, apply to the Attorney General to suspend any further expenditure of the Improvement Fund until such time as the number of tenants not paying rent in any given month is reduced to not more than thirty (30).

Without limiting the generality of the foregoing, within ten (10) business days after the Effective Date, the Tenant Petition styled *April Goggins and Marbury Plaza Concerned Tenants Association v. Beacon Property Management and A&A Marbury, LLC*, RH-TP-08-29414, and any and all other filed or pending tenant petitions, known or unknown, shall be dismissed with prejudice by the petitioner therein (individually and collectively, the "Pending Petitions"). The Association and each Tenant hereby represent and warrant to the Housing Provider that: (i) no Tenant shall seek to join in the Pending Petitions as to matters occurring prior to the Effective Date, and (ii) any and all authorizations and retainer agreements granted to any attorney or other representative by the Association or any Tenant with respect to any or all of the Pending Petitions are hereby revoked, terminated and are null and void.

2.3 Monetary Matters.

2.3.1 Compensation to Tenants.

- a. Each Qualified Tenant who signs Appendix 1 and is bound by this Agreement as a Tenant party is hereby granted by the Housing Provider a fifty percent (50%) reduction (subject to subsection b below) in the amount of rent owed to the Housing Provider and in arrears as of July 31, 2010, with the remainder of said rent arrearage (or overpayment as shown in Exhibit A) after such reduction being payable by such Tenant (or, in the case of an overpayment, credited to the rent payable by such Tenant pursuant to the terms in Section 2.3.2 below, and as shown in Exhibit A) in monthly installments (in addition to the monthly rent), all of the foregoing rent owed, arrearage,

reduction, remainder (or credit) and monthly installments being agreed to be as shown in Exhibit A attached to this Agreement.

- b. Each Elderly or Disabled Tenant who is a Qualified Tenant and who signs and is bound by this Agreement as a Tenant party, and who is identified as an Elderly or Disabled Tenant on Exhibit A hereto, is hereby granted a seventy-five percent (75%) reduction in the amount of rent owed to the Housing Provider and in arrears as of July 31, 2010, with the remainder of said rent arrearage (or overpayment as shown in Exhibit A) after such reduction being payable by such Elderly or Disabled Tenant (or in the case of an overpayment, credited to the rent payable by such Tenant pursuant to the terms in Section 2.3.2 below, and as shown in Exhibit A), in monthly installments (in addition to the monthly rent), all of the foregoing rent owed, arrearage, reduction, remainder, credit and monthly installments being agreed to be as shown in Exhibit A to this Agreement, as applicable to such Elderly or Disabled Tenant.

It is understood and agreed that the last paragraph of Section 2.3.2 may be applicable, according to its terms, to Tenants who have a credit for an overpayment as shown on Exhibit A.

Due to the confidential nature of the information in Exhibit A each Qualified Tenant who signs Appendix 1 shall be given only that portion of Exhibit A which contains the information with respect to such Qualified Tenant. The Housing Provider and the Association shall keep confidential Exhibit A and the information therein, except to carry out this Agreement.

Each monthly installment of the rent arrearage payable by a Tenant shall be paid directly to the Housing Provider by check (or other legal tender) separate from the monthly rent payable by such Tenant. The first monthly installment of the reduced rent arrearage shall be payable on the first day of the first calendar month after the Effective Date, and said payments of the monthly installments shall be paid thereafter with each payment of the monthly rent until said reduced rent arrearage is paid in full.

2.3.2 Release of Court Escrow. Notwithstanding the provisions set forth in Section 2.2. and 2.2.1. hereof, the Association shall use its best efforts to as expeditiously as possible secure the execution by and agreement to this Agreement by the persons identified on Exhibit A hereto. Within ten (10) days after the Effective Date, the Association, Housing Provider and each Tenant shall obtain the release of the amounts in the LT Court Registry Fund (as to each individual Tenant) to Premium Title & Escrow, LLC, as escrow agent, to be held by the said escrow agent in an escrow account (the "AG Escrow") pursuant to the terms and provisions of the Escrow Agreement attached hereto as Exhibit B, and not be disbursed until the earlier of such time as the Housing Provider has caused the expenditure of Five Million Dollars (\$5,000,000) (the "Improvement Fund") on Improvements to the Buildings as set forth in Section 3.1 of this Agreement, or

such other time as, upon application of Housing Provider and submission of a response from the Association, the Attorney General determines that it is appropriate to disburse the AG Escrow to the Housing Provider. Notwithstanding anything herein stated to the contrary, in no event shall the Housing Provider be required to expend in excess of the Improvement Fund as a condition of the terms of this Agreement or the release of the AG Escrow to the Housing Provider. The respective officers and directors of the Housing Provider and the Association are not personally liable for monetary obligations under this Agreement. It is also understood and agreed that, prior to the date of this Agreement, the Housing Provider has expended \$401,085.98 on the Improvements (which includes work completed through the end of June 2010 on (i) replacement of the roof surface of 2300 Good Hope Road S.E., (ii) replacement of the roof systems of 2302, 2304, 2306, 2312, 2316, 2320 and 2324 Good Hope Road S.E., and (iii) replacement of 55 roof mounted ventilation fans on the roof of 2300 Good Hope Road, S.E. and the roof of 2330 Good Hope Road, S.E.) and that said sum of \$401,085.98 shall be credited against (and shall reduce) the \$5,000,000.00 Improvement Fund.

Evidence of availability of the Improvement Fund to the Housing Provider is the Amended and Restated Deed of Trust, Security Agreement, and Assignment of Leases and Rents dated February 10, 2010, the cover page of which is attached to this Agreement as Appendix 2.

Notwithstanding the foregoing, if a Tenant is due a credit as shown on Exhibit A and if such Tenant has deposited in the LT Court Registry Fund payments in an amount sufficient to pay all or part of such credit (as shown on Exhibit A hereto), then, within ten (10) days after the Effective Date, the funds paid into the LT Court Registry Fund by such Tenant shall be released to the Housing Provider (and not placed in escrow) and the funds so released shall be credited in full against the rent next falling due from such Tenant (and not in monthly installments) until the credit is exhausted.

2.3.3 Payment of Future Rent. Each Qualified Tenant who signs Appendix 1 shall pay his or her monthly rent into the LT Court Registry Fund (and shall otherwise abide by such Tenant's lease) while the Landlord Tenant Action remains pending against such Tenant. Following the Effective Date of this Agreement and disbursement of his or her LT Court Registry Fund to the Attorney General as provided in Section 2.3.2 above, the Tenant shall pay his or her rent directly to the Housing Provider per the terms of such Tenant's lease. Alternatively, the Tenant may opt to pay his or her monthly rent per the terms of such Tenant's lease into a rent account held by Premium Title & Escrow, LLC, as escrow agent, in the manner specified below and Premium Title & Escrow, LLC each month shall release the monthly rent so received to Housing Provider upon a written certification by the Housing Provider (endorsed as "not objected to" by Vytas Vergeer, Esquire, as counsel for the Tenants) that for such month:

- a. Housing Provider has not been found by the Attorney General to be in violation of this Agreement;

- b. To the extent the D.C. Department of Consumer and Regulatory Affairs ("DCRA") will issue Notices of Abatement and to the extent the Tenant of the rental unit has provided access to his or her rental unit, the Housing Provider has obtained such Notices of Abatement from DCRA, certifying that all Notices of Violation and Notices of Infraction issued prior to such release have been abated or, where DCRA has extended the time for abatement or such time for abatement has not expired, Housing Provider is proceeding by best efforts towards the abatement. Copies of said abatement notices shall be contemporaneously provided by DCRA to the Attorney General, the D.C. Office of the Tenant Advocate, the Association, and Housing Provider;

Any dispute about satisfaction of conditions a. and b. shall be resolved on an expedited basis by the AG upon request by Mr. Vergeer or UIP Property Management, Inc., as agent for the Housing Provider, in accordance with Section 4.1 of this Agreement except that the 10-day period referenced therein shall be shortened to two (2) days.

A Tenant paying his or her monthly rent to Premium Title & Escrow, LLC shall pay said rent on the due date provided in his or her lease, by delivering it by such due date (or mailing it in time for arrival at least 3 business days in advance of the due date), by check or money order made out to:

A&A Marbury, LLC Rent Account
c/o Premium Title & Escrow, LLC
Attention: Benjamin Soto, Esq.
1534 14th Street, N.W.
Washington, D.C. 20005

With a simultaneous copy to:

A&A Marbury, LLC
c/o UIP Property Management, Inc.
3404 Connecticut Ave., N.W.
Washington, D.C. 20008
Attention: Peter J. Bonnell

Premium Title & Escrow, LLC and UIP Property Management, Inc., on behalf of the Housing Provider, shall establish an account in a federally insured bank located in the District of Columbia, for purposes of depositing such rent payments.

By the tenth (10th) day of each month: (i) Premium Title & Escrow, LLC and UIP Property Management, Inc. shall prepare a report of rent payments made by each Tenant as aforesaid for the then current month, the date of receipt of rent, verification of good funds by check, late fees payable, and such other information as they shall deem advisable; and (ii) provided that the Housing Provider has satisfied the certification

requirement set forth above in this Section 2.3.3 as to that month, then the rent payments for that month shall be released to the Housing Provider from said rent account.

Upon release of the AG Escrow, any Tenant still paying monthly rent to the Attorney General (in accordance with this Agreement) shall immediately begin paying rent to Housing Provider per the terms of such Tenant's lease.

ARTICLE 3. IMPROVEMENT FUND

3.1 Expenditure of Improvement Fund. The Housing Provider will expend the Improvement Fund for the improvements ("Improvements") for the following purposes related to replacements/repairs to the Buildings, in accordance with the Budget attached hereto as Exhibit C and upon the following timetable (subject to the availability of required equipment which shall be verified by the Chief Building Official) which may be amended with the input of the Chief Building Official and upon the approval of the Attorney General, who shall consult with the parties to hear their concerns prior to deciding whether to approve proposed replacement/repair timetables and plans. Housing Provider agrees that it will not seek to pass any of the costs of such replacements/repairs on to the tenants (e.g., via hardship petitions, capital improvement petitions, etc.), and that no surcharges of any kind shall be added to rents for any of the types of repairs within the scope of this Agreement. Proposals for major replacement and repair work of the sort referenced in this Agreement shall be submitted to the Chief Building Official or reviewed by his Consulting Engineer at the discretion of the Chief Building Official for the Chief Building Official's approval, and either party may notify and consult with the Attorney General if they have any concerns in this regard.

3.1.1 As early as possible, but not later than **April 1, 2011**, the Replacement of the Building cooling/HVAC system, which may include (but not necessarily be limited to, the replacement of specific parts (such as chillers, cooling towers, and related equipment), as determined to be necessary by the Chief Building Official or reviewed by his Consulting Engineer at the discretion of the Chief Building Official for the Chief Building Official's approval. The parties agree that until the new cooling system is installed, Housing Provider will continue to use its best efforts to promptly repair breakdowns of the current system when cooling is insufficient to comply with the applicable statutes and regulations. Furthermore, during periods of extremely hot weather (over 89 degrees ambient air temperature as reported by NOAA for Reagan National Airport location), Housing Provider shall continue to promptly provide affected tenants with access to a "cooling room" and fans and shall take appropriate measures as directed by the Chief Building Official. If the Association has concerns that such prompt air conditioning repairs are not being promptly made, they may notify the Chief Building Official and the Attorney General to express their concerns and to request that they be promptly addressed.

3.1.2 As early as possible, but not later than **September 1, 2011**, replacement of the current Building boiler/heat exchanger hot water system, possibly with a modern, independently operated hot water heater system, provided that such new

system does not require tenants to pay any surcharges in addition to rental payments. Proposals for such replacement shall be submitted to the Chief Building Official or reviewed by his Consulting Engineer at the discretion of the Chief Building Official for the Chief Building Official's approval.

3.1.3 As early as possible, but not later than **September 1, 2011**, replacement of the Building heating system, including the boilers and related equipment, subject to the approval of the Chief Building Official, or reviewed by his Consulting Engineer at the discretion of the Chief Building Official for the Chief Building Official's approval.

3.1.4 As early as possible, but not later than **December 1, 2010**, replacement or repair of any roofs, roofing materials, drains, and flashing, which the Chief Building Official (or based on review by his Consulting Engineer at the discretion of the Chief Building Official for the Chief Building Official's approval) certifies are allowing moisture to permeate any of the Buildings, plus replacement of roof fans; and

3.1.5 As early as possible, but not later than **August 1, 2011**, replacement of the in-unit windows and sliding glass doors at the Buildings, it being understood that window/door replacement may commence far in advance of the completion deadline.

3.1.6 Replacement or repair of any additional systems and services – as deemed necessary by the Chief Building Official (or reviewed by his Consulting Engineer at the discretion of the Chief Building Official for Chief Building Official's approval) to ensure compliance with applicable D.C. statutes and regulations, including:

- i. Extermination;
- ii. Fire systems;
- iii. Housing Code violation abatement;
- iv. Improvements including a new CCTV video monitoring camera system for front entrance, lobbies, rear entrances, and new exterior lighting; and on-site protective services personnel; and fencing.
- v. Sewers and drains;
- vi. ADA compliance;
- vii. Entry access control;
- viii. Exhaust systems;
- ix. Mechanical systems;
- x. Lobbies; and
- xi. Kitchens/bathrooms

3.2 Chief Building Official. The scope of work to be performed by the Housing Provider in order to accomplish each of the parts of the Improvements identified in subsections 3.1.1. through 3.1.6 above will be reviewed and subject to the approval of Mr. Don Masoero or his successor in office (the "Chief Building Official"), and upon

notice of completion of a part of the Improvements identified in said subsections 3.1.1. through 3.1.6 the Chief Building Official shall inspect and certify that said part of the Improvements has been completed in accordance with the approved scope of work as to said part of the Improvements.

3.3 Oversight by Chief Building Official. The Chief Building Official shall consult with both the Association and the Housing Provider to prioritize and monitor the Improvements, subject to approval by the Attorney General after consultation with the parties. If either party has concerns in this regard, after consulting with the Chief Building Official (and the other parties hereto) to try to resolve the matter, they may contact the Attorney General to express their concerns and request that the Attorney General review the situation and intervene as he deems appropriate. Further, it is agreed that the Chief Building Official will act as neutral arbiter of timing and scheduling of the Improvements and that his decisions as to feasibility and timing shall be final and binding on both parties, except that such decisions shall be subject to review by the Attorney General in the event that either party raises concerns in that regard.

3.4 Building Housing Inspection. The parties agree that the Chief Building Official shall cause a comprehensive, building-wide housing code inspection to be conducted for each Building commencing on **August 16, 2010**. The Chief Building Official shall promptly make copies of all Reports resulting from said inspection available to the parties to this Agreement. The parties further agree that the results of any such inspection shall be binding upon Housing Provider, the Association, and the tenants of the Buildings. Housing Provider agrees to cause any housing code violations cited as a result of any such inspection to be corrected within the time period specified on the NOV/NOI or as extended by the Chief Building Official, provided however, that to the extent that any tenant of the Building fails to provide access to his/her unit after appropriate notice, any obligation to correct any violation in said tenant's unit shall be suspended until such time as access is provided. Tenants also agree to ensure that their unit(s) are kept physically clear to allow for an easy inspection of any violations.

3.5 Determination of Costs of Construction/Replacement. The costs of construction and/or replacement shall be determined by the executed construction contracts and all change orders amending the contracts. The dollar amounts specified in Exhibit C are estimated replacement and construction costs.

ARTICLE 4. ENFORCEMENT

4.1 Dispute Resolution by Attorney General. In the event of any dispute between or among the parties to this Agreement, said party must notify the other party(s) and give the other party(s) at least ten (10) days to resolve such dispute. In the event that said dispute is not resolved to the satisfaction of such party(s) within said ten (10) day period, such party may notify the Attorney General, who shall have the authority to mediate any such dispute. Furthermore, if the Attorney General determines that any party is in material violation of the terms this Agreement, the Attorney General shall be authorized and empowered to seek to enforce the terms thereof between and among the

parties, in the Superior Court of the District of Columbia. In the event the Attorney General chooses not to mediate the dispute or in the event mediation by the Attorney General does not successfully resolve the dispute, then the parties to this Agreement may seek to enforce this Agreement and to obtain such remedies as are provided by law.

ARTICLE 5. MISCELLANEOUS

5.1 Entry of Settlement Agreement. Not later than the date on which the LT Court Registry Funds designated for the benefit of any Tenant who has joined in this Agreement have been delivered to the Attorney General, the Housing Provider and said Tenant will stipulate to and have entered by the Landlord Tenant Court an Order entering this Settlement Agreement in the form of Exhibit D attached hereto, in each of the Landlord Tenant Actions.

5.2 Notices. Notices and other communications required or permitted under this Agreement will be in writing and delivered either by hand against receipt, by recognized overnight delivery service, by certified or registered mail (postage prepaid, with return receipt requested), or by facsimile. All notices will be addressed as follows:

If to the Association:

Marbury Plaza Concerned Tenants Association
2330 Good Hope Road, S.E., Apt. 303
Washington, DC 20020
Attention: April Goggans, President
Telephone: (202) 250-4541
E-mail: marburyta@hotmail.com

If to individual Tenants:

to the address set forth in such Tenant's Joinder

in each case, with a copy to:

Vytas Vergeer, Esq.
Phylisa Carter, Esq.
Bread for the City
1640 Good Hope Road, S.E.
Washington, D.C. 20020
Telephone: (202) 587-5904
Facsimile: (202) 587-0537
E-mail: pcarter@breadforthecity.com

If to the Housing Provider:

A&A Marbury, LLC
C/O UIP Property Management, Inc.
3404 Connecticut Ave., N.W.
Washington, D.C. 20008
Attention: Peter J. Bonnell

with a copy to:

Greenstein DeLorme & Luchs PC
1620 L Street, NW, Suite 900
Washington, DC 20036-5605
Attention: Richard W. Luchs, Esq.

or to such other addresses as may be designated by a proper notice. Notices will be deemed to be effective upon receipt (or refusal thereof) if personally delivered, or two (2) business days after being sent by overnight delivery service; or sent by certified or registered mail (postage prepaid, with return receipt requested), or upon electronically verified transmission by facsimile.

5.3 Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, will constitute a single binding instrument. Execution and delivery of this Agreement by facsimile will be sufficient for all purposes and will be binding on any Party who so executes.

5.4 Binding Nature. This Agreement shall be binding upon and inure to the benefit of the Association, the Housing Provider, the Tenants, and their respective successors and assigns.

5.5 Amendments and Termination; No Recordation. This Agreement represents the entire understanding of the Parties, and may be amended or terminated only by a writing that is signed by the Parties. This Agreement shall terminate on the disbursal of the AG Escrow Account by the Attorney General following confirmation by the Attorney General that the Improvement Fund has been expended, in accordance with this Agreement. No party shall record this Agreement or any memorandum thereof in the Land Records or Office of the Recorder of the Deeds of the District of Columbia. Nothing in this Agreement shall preclude either party from filing a Notice of Lis Pendens should the Buildings be put up for sale prior to the full performance of this Agreement.

5.6 Execution in Counterparts. This Agreement may be executed in multiple original counterparts, each of which shall for all purposes be deemed an original, and all of such counterparts shall together constitute but one and the same agreement.

5.7 Representation by Counsel. Each party to this Agreement represents that he, she or it has been represented by counsel (or has had the opportunity to be represented

by counsel) in connection with the review of this Agreement and the decision by such party to become a party to this Agreement. Each party hereto represents to each other party to this Agreement that he, she or it has entered into this Agreement voluntarily and that he, she or it understands the terms and meaning of this Agreement.

5.8 Waiver of Any Conflict of Interest. Housing Provider, Association and each Tenant have been advised that the Attorney General has the responsibilities specified in this Agreement and also has statutory responsibilities to represent the District of Columbia and its Department of Consumer and Regulatory Affairs in the execution of its regulatory duties with respect to Marbury Plaza. The Housing Provider, Association and each Tenant hereby knowingly and voluntarily waive and agree not to assert at any time or place any conflict of interest or potential conflict of interest which the Attorney General has, may have or may in the future have arising out of or related to said responsibilities specified in this Agreement and said statutory responsibilities.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and caused it to be delivered, all as of the day first written above.

**MARBURY PLAZA CONCERNED
TENANTS ASSOCIATION**, a District
of Columbia nonprofit corporation

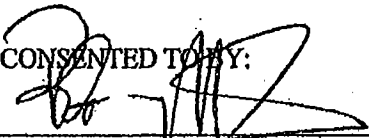
By: _____
Name: _____
Its: _____

A & A MARBURY, LLC,
a New York limited liability company

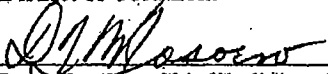
By: A&A Marbury, Inc., a New York
corporation
Its: Manager

By: _____
Ariel Feldhamer
Its: Authorized Person

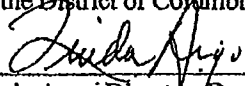
CONSENTED TO BY:



Peter J. Nickles, Attorney General of the
District of Columbia



Don Masoero, Chief Building Official
of the District of Columbia



Linda Argo, Director, Department of
Consumer and Regulatory Affairs

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and caused it to be delivered, all as of the day first written above.

**MARBURY PLAZA CONCERNED
TENANTS ASSOCIATION**, a District
of Columbia nonprofit corporation

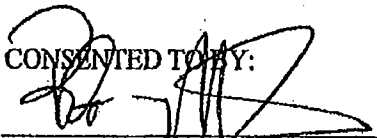
By: _____
Name: _____
Its: _____

A & A MARBURY, LLC,
a New York limited liability company

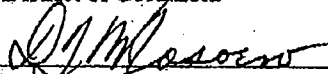
By: A&A Marbury, Inc., a New York
corporation
Its: Manager

By: _____
Ariel Feldhamer
Its: Authorized Person

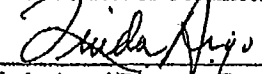
CONSENTED TO BY:



Peter J. Nickles, Attorney General of the
District of Columbia



Don Masoero, Chief Building Official
of the District of Columbia



Linda Argo, Director, Department of
Consumer and Regulatory Affairs

FOR SETTLEMENT PURPOSES ONLY

VMP Revised Draft
August 9, 2010

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and caused it to be delivered, all as of the day first written above.

**MARBURY PLAZA CONCERNED
TENANTS ASSOCIATION**, a District
of Columbia nonprofit corporation

By: April Guggans
Name: April Guggans
Its: President

A & A MARBURY, LLC,
a New York limited liability company

By: A&A Marbury, Inc., a New York
corporation
Its: Manager

By: _____
Ariel Feldhamer
Its: Authorized Person

CONSENTED TO BY:

Peter Nickles, Attorney General of the
District of Columbia

Don Masocco, Chief Building Official
of the District of Columbia

Linda Argo, Director, Department of
Consumer and Regulatory Affairs

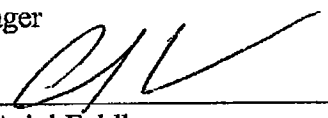
IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and caused it to be delivered, all as of the day first written above.

**MARBURY PLAZA CONCERNED
TENANTS ASSOCIATION**, a District
of Columbia nonprofit corporation

By: _____
Name: _____
Its: _____

A & A MARBURY, LLC,
a New York limited liability company

By: A&A Marbury, Inc., a New York
corporation
Its: Manager

By:  _____
Ariel Feldhamer
Its: Authorized Person

CONSENTED TO BY:

Peter J. Nickles, Attorney General of the
District of Columbia

Don Masoero, Chief Building Official
of the District of Columbia

Linda Argo, Director, Department of
Consumer and Regulatory Affairs

EXHIBIT A TO THE SETTLEMENT AGREEMENT
LIST OF QUALIFIED TENANTS AND CALCULATIONS OF RENT ARREARAGE
AND MONTHLY INSTALLMENT PAYMENT

Exhibit B

FORM OF ESCROW AGREEMENT

Escrow Agreement

Effective the ____ day of _____, 2010, the undersigned A&A Marbury, LLC, a District of Columbia limited liability company (the "Housing Provider") and Marbury Plaza Concerned Tenants Association, a District of Columbia nonprofit corporation (the "Association") and each individual Tenant who has executed a Joinder (attached hereto) in the Settlement Agreement hereinafter described (the Association and said Tenants are hereinafter referred to as the "Tenants"), have appointed Premium Title & Escrow, LLC ("Escrow Agent") as their escrow agent, and said Escrow Agent has agreed to serve as the Escrow Agent with respect to the Security Amount (as hereinafter defined), which has been deposited by the Housing Provider and the Tenants with Escrow Agent in connection with the Improvements to be performed at the Marbury Plaza Apartments, 2300 through 2330 Good Hope Road, S.E. Washington, D.C., described in that certain Settlement Agreement, dated as of July 31, 2010, by and between Housing Provider and Tenants. The Security Amount is to secure the performance of and payment for the Improvements (as defined in said Settlement Agreement) to be performed by Housing Provider.

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are a substantive part of this agreement), the mutual agreements herein, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Housing Provider and Tenants have deposited with Escrow Agent the amount of _____ and no/00 Dollars (\$ _____) (the "Security Amount") upon full execution of this Escrow Agreement. Upon receipt of the Security Amount from Housing Provider and Tenants, Escrow Agent shall deposit it into an interest bearing account (with interest accruing to the Housing Provider) with an FDIC insured financial institution in the District of Columbia and shall notify Housing Provider and Tenants of the location and number of such account.
2. Escrow Agent shall disburse the Security Amount in accordance with this Escrow Agreement.
3. Housing Provider's Taxpayer Identification Number is: _____.
The Association's Taxpayer Identification Number is: _____.
4. As of the date hereof, the Improvements to be performed are described in Exhibit C to the Settlement Agreement attached (the "Improvements").

5, Any and all disbursements by Escrow Agent of any portion of the Security Amount shall be conditioned in each instance upon delivery to the Escrow Agent of a written certification signed the Attorney General of the District of Columbia stating either:

- (a) the Housing Provider has presented satisfactory evidence that the Improvements have been completed at a cost of not less than \$5,000,000.00; or
- (b) the determination by the Attorney General of the District of Columbia that, upon application of the Housing Provider and submission of a response by the Association, it is appropriate to disburse the Security Amount to the Housing Provider.

Escrow Agent shall have no obligation or liability whatsoever to see to the application of any funds disbursed from the Security Amount under this Agreement, nor any obligation or liability for any misapplication thereof by anyone. Escrow Agent shall have no responsibility to verify the authenticity or accuracy of the certificate so presented, or any statement therein, and Escrow Agent shall be entitled to rely thereon. Escrow Agent shall have no obligation or liability to disburse any amounts other than from the Security Amount.

6. Within five (5) days after receipt of a fully executed certificate described in paragraph 5(a) or paragraph 5(b) above, Escrow Agent shall disburse to the Housing Provider the Security Amount.

7. In the event of any dispute (determined by said Attorney General to be in good faith and having a basis in law and fact) between Housing Provider and the Tenants regarding the disbursement of the Security Amount, or in the event Escrow Agent shall receive conflicting demands or instructions with respect thereto (determined by said Attorney General to be in good faith and having a basis in law and fact), Escrow Agent shall withhold such disbursement until such dispute is resolved by the Attorney General. Alternatively, Escrow Agent shall be entitled to deposit all such Security Amount into a court of general jurisdiction in the District of Columbia and to interplead Housing Provider and Tenants in connection therewith.

8. Escrow Agent shall not be liable for any damage, liability or loss arising out of or in connection with this Escrow Agreement or the services rendered by Escrow Agent pursuant to this Escrow Agreement, except for any damage, liability or loss resulting from the gross negligence or willful misconduct of Escrow Agent.

9. This Escrow Agreement shall terminate upon the disbursement of the entire Security Amount, at which time any remaining accrued interest shall be paid by the

Escrow Agent to Housing Provider, without any further written or oral demand or instruction by Association.

10. Escrow Agent shall be under no obligation to institute or defend any action, suit or legal proceeding in connection herewith or take any action likely, in Escrow Agent's sole discretion, to involve Escrow Agent in expenses. Escrow Agent may consult with counsel in connection with its duties hereunder and shall be fully protected by the act taken, suffered or permitted by it in good faith in accordance with the advice of such counsel. Housing Provider and Tenant jointly and severally agree to indemnify and hold Escrow Agent harmless against, and to pay upon demand, all charges and expenses of Escrow Agent's counsel (including, without limitation, in connection with an interpleader or impleader to bring the Security Amount into any proceeding in the event of a dispute between Housing Provider and Tenants and defending any action brought against Escrow Agent or in which it is joined by reason of its acting as an Escrow Agent hereunder). Escrow Agent shall have the right to deduct such expenses, including the reasonable fees and expenses of its counsel, from the Security Amount upon written notice if the parties fail to make such payments. Escrow Agent hereby accepts its appointment and agrees to act as Escrow Agent under the terms and conditions of this Agreement.

11. Notices. All notices, requests, demands, notice of claims and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand with receipt or upon receipt when mailed by certified mail, return receipt requested, postage prepaid, properly addressed as follows, or to such other persons or addresses as may be specified in a notice given in accordance herewith:

If to the Escrow Agent:

Premium Title & Escrow, LLC
Attention: Benjamin Soto, Esq.
1534 14th Street, N.W.
Washington, D.C. 20005

If to the Attorney General:

Attorney General Peter J. Nickles
Office of the Attorney General of the
District of Columbia
441 Fourth Street, N.W.
Suite 1100 South
Washington, D.C. 20001

If to Housing Provider:

A&A Marbury, LLC
C/O UIP Property Management, Inc.
3404 Connecticut Ave., N.W.
Washington, D.C. 20008
Attention: Peter J. Bonnell

with a copy to:

Greenstein DeLorme & Luchs PC
1620 L Street, NW, Suite 900
Washington, DC 20036-5605
Attention: Richard W. Luchs, Esq.

If to Association:

Marbury Plaza Concerned Tenants Association
2330 Good Hope Road, S.E., Apt. 303
Washington, DC 20020
Attention: April Goggans, President
Telephone: (202) 250-4541
E-mail: marburyta@hotmail.com

If to individual Tenants:

to the address set forth in such Tenant's Joinder

in each case, with a copy to:

Vytas Vergeer, Esq.
Phylisa Carter, Esq.
Bread for the City
1640 Good Hope Road, S.E.
Washington, D.C. 20020
Telephone: (202) 587-5904
Facsimile: (202) 587-0537
E-mail: pcarter@breadforthecity.com

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns.

13. This Agreement may be amended or modified at any time or from time to time, but only in writing executed by the parties hereto.

14. This Agreement shall be construed and enforced in accordance with the law of the District of Columbia without regard to its choice of law rules.


IN WITNESS WHEREOF, Housing Provider, Association and Escrow Agent have executed this Escrow Agreement as of the day and year first set forth above. The Joinders executed by Tenants attached hereto constitute their execution of this Agreement.

Housing Provider:

A & A MARBURY, LLC,
a New York limited liability company

By: A&A Marbury, Inc., a New York corporation

Its: Manager

By:  _____

Ariel Feldhamer

Its: Authorized Person

Association:

**MARBURY PLAZA CONCERNED
TENANTS ASSOCIATION,** a District of
Columbia nonprofit corporation

WITNESS:

By: _____

Name: _____

Its: _____

WITNESS:

Escrow Agent:

PREMIUM TITLE & ESCROW, LLC,

By: _____

Its: _____

14. This Agreement shall be construed and enforced in accordance with the law of the District of Columbia without regard to its choice of law rules.

IN WITNESS WHEREOF, Housing Provider, Association and Escrow Agent have executed this Escrow Agreement as of the day and year first set forth above. The Joinders executed by Tenants attached hereto constitute their execution of this Agreement.

Housing Provider:

A & A MARBURY, LLC,
a New York limited liability company

By: A&A Marbury, Inc., a New York
corporation

Its: Manager

By: _____
Ariel Feldhamer

Its: Authorized Person

Association:

**MARBURY PLAZA CONCERNED
TENANTS ASSOCIATION,** a District of
Columbia nonprofit corporation

By: _____
Name: _____
Its: _____

WITNESS:

WITNESS:

Escrow Agent:

PREMIUM TITLE & ESCROW, LLC,

By: _____
Its: _____

CONSENTED TO:

Attorney General:

Peter J. Nickles, Attorney General
of the District of Columbia

EXHIBIT C-TO SETTLEMENT AGREEMENT

IMPROVEMENTS BUDGET

3.1.1	Replacement/Rebuild of the Building cooling/HVAC system	\$500,000
3.1.2	Replacement of the current Building boiler/heat exchanger hot water provision system	\$300,000
3.1.3	Replacement of the Building heating system, including the boilers and related equipment	\$1,200,000
3.1.4	Replacement or repair of any roofs, roofing materials, drains, and flashing	\$350,000
3.1.5	Replacement of the in-unit windows and sliding glass doors at the Buildings	\$1,900,000
3.1.6	Replacement or repair of any additional systems and services – as deemed necessary by the Chief Building Official and his Consulting Engineer to ensure compliance with applicable D.C. statutes and regulations, including: extermination, fire systems, housing code violation abatement, new exterior lighting, on-site protective services personnel, fencing, sewers and drains, exhaust systems, mechanical systems, lobbies, and kitchens/bathrooms	\$269,000
3.1.6	ADA compliance	\$90,000
3.1.6	Access control and cameras	\$150,000
3.1.6	Replacement of all existing toilets, repair of leaking tub and faucet assemblies, diverters.	\$241,000
	TOTAL, including appurtenant soft costs:	\$5,000,000

EXHIBIT D
FORM OF ORDER

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
 CIVIL DIVISION
 Landlord-Tenant Branch

Marbury Plaza,)	
)	
Plaintiff)	
)	
v.)	20__LTB_____
)	
)	
Defendant)	

CONSENT SETTLEMENT AGREEMENT ORDER

THE COURT will please enter this case as settled pursuant to the following terms:

1. Parties agree that Defendant owes the sum of _____ to be deemed current in all rent and late charges through July 31, 2010, any and all other monies through July 31, 2010 hereby being waived by the Plaintiff. This sum (Arrearage) will be paid in installments of _____ per month. The payments will commence on _____ and continue on the _____ of each month until the total Arrearage is paid in full. It will take _____ months to pay the arrearage.
2. All monies in the court registry shall be released to a special escrow account to be set up by the Attorney General of the District of Columbia.
3. In addition, Defendant will pay the monthly rent, which is presently _____ plus any allowable increases, on or before the _____ day of each month commencing in _____ and continuing on the _____ day of each month until the arrearage is paid in full.
4. In the event that the Defendant fails to timely pay either the Arrearage payment or the monthly rent payment, Plaintiff shall be entitled to a judgment for possession upon five days' written notice by praecipe to Defendant's counsel. The Defendant may only redeem the tenancy by paying all sums due and owing, including the

____ JS
 _____ initials
 _____ initials

entire balance remaining on the Arrearage amount, and any court costs and/or writ fees incurred, such that the Defendant has a zero balance.

5. Late charges will be assessed on any payment in paragraph 2 made after the date stated.

6. Plaintiff is entering into this agreement without any intent to waive enforcement of any pending notice to quit or notice to terminate.

7. This agreement will include any rent increases noticed during the period for which rent is due hereunder.

8. This agreement resolves any and all claims between the parties arising out of this tenancy through the date of this agreement, including, but not limited to, any claims of mold and mildew, any claims of rent abatement and claims relating to any pending tenant petition, any claims that can be asserted under the Rental Housing Act through the date of this agreement.

DATE

Joanne Sgro 209106
1750 K Street, N.W. #800
Washington, D.C. 20006
202-638-5100
202-331-9549 (FAX)
Attorney for Plaintiff

Defendant

Phylisa Carter,
Bread for the City
1640 Good Hope Road, SE
Washington, D.C. 20020
202-561-8587, ext 504

APPROVED BY:

JS

initials

initials

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
 CIVIL DIVISION
 Landlord-Tenant Branch

Marbury Plaza,)	
)	
Plaintiff)	
)	
v.)	20__LTB_____
)	
)	
Defendant)	

CONSENT SETTLEMENT AGREEMENT ORDER

THE COURT will please enter this case as settled pursuant to the following terms:

1. Parties agree that after an agreed upon abatement of rent, Plaintiff owes Defendant the sum of _____ through July 31, 2010, any and all other monies through July 31, 2010 hereby being waived by the Plaintiff. This sum (the Credit) will be immediately credited to the Defendant's account, and the Defendant shall not be required to pay any monthly rent installments (currently \$ _____ per month) until the Credit is fully expended. The Credit will commence on _____ and continue each month until the total Credit is expended. It will take _____ months to deplete the credit.

2. Defendant shall be responsible for timely paying his/her rent for the first month for which the Credit does not cover the full rent amount and for all subsequent months. If the Credit covers part of a month's rent, the Plaintiff shall inform the Defendant of the balance remaining no later than the last day of the month prior, and the Defendant shall be responsible for making timely payment of any difference to the Plaintiff pursuant to the lease terms. Any failure of Defendant to pay future rent cannot be enforced through this agreement, but must be enforced through the filing of a new Landlord and Tenant case.

____ JS
 _____ initials
 _____ initials

3 In the event that the Defendant vacates the property prior to the full expenditure of the Credit, Plaintiff shall be responsible for paying any remaining balance of the Credit directly to the Defendant by certified or cashier's check within 30 days of the Defendant vacating the unit.

4. The parties agree that an amount equal to the amount of the Credit shall be released from the Court Registry to the Plaintiff forthwith, all other monies in the court registry shall be released to a special escrow account to be set up by the Attorney General of the District of Columbia.

5. In the event that the Plaintiff fails to properly give the Defendant the Credit or pay the balance upon the Defendant vacating, the Defendant shall have the right to file a Motion to Enforce Settlement Agreement in the Landlord and Tenant Branch upon five days' notice to Plaintiff's counsel.

6. Plaintiff is entering into this agreement without any intent to waive enforcement of any pending notice to quit or notice to terminate.

7. This agreement will include any rent increases noticed during the period for which rent is due hereunder.

8. This agreement resolves any and all claims between the parties arising out of this tenancy through the date of this agreement, including, but not limited to, any claims of mold and mildew, any claims of rent abatement and claims relating to any pending tenant petition, any claims that can be asserted under the Rental Housing Act through the date of this agreement.

DATE

Joanne Sgro 209106
1750 K Street, N.W. #800
Washington, D.C. 20006
202-638-5100
202-331-9549 (FAX)
Attorney for Plaintiff

____ JS
____ initials
____ initials

Defendant

Phylisa Carter,
Bread for the City
1640 Good Hope Road, SE
Washington, D.C. 20020
202-561-8587, ext 504

APPROVED BY:

_____, JS
_____, initials
_____, initials

APPENDIX 1

FORM OF JOINDER IN SETTLEMENT AGREEMENT FOR TENANTS TO BECOME A PARTY

THE UNDERSIGNED, whose address is _____ Good Hope Road, S.E.,
Washington, D.C., Apartment _____ (the "Apartment"), agrees and states as follows:

- (1) The undersigned is/are all of the Tenants of the Apartment.
- (2) No person other than the undersigned occupies, lives in or has the right to occupy or live in the Apartment.
- (3) The undersigned has/have received a copy of, has read and understands the Settlement Agreement, dated as of July 31, 2010 (the "Settlement Agreement"), by and among A&A Marbury, LLC, as Housing Provider, Marbury Concerned Tenants Association, as Association, and each individual Tenant who executes a Joinder in the form attached to the Settlement Agreement. The undersigned agree that they have received and that they accept as correct and sufficient the portion of Exhibit A to the Settlement Agreement which relates to the undersigned.
- (4) The undersigned joins in, agrees to, and agrees to be legally bound by, the Settlement Agreement, and by signing below the undersigned is/are made parties to the Settlement Agreement.

This document is made for the purpose of inducing A&A Marbury, LLC to enter into and execute the Settlement Agreement.

WITNESS:

Name: _____
Typed Name: _____

WITNESS:

Name: _____
Typed Name: _____

WITNESS:

Name: _____
Typed Name: _____

APPENDIX 2 TO THE SETTLEMENT AGREEMENT

**Cover Page of Amended and Restated Deed of Trust, Security Agreement
and Assignment of Leases and Rents Dated February 10, 2010 Cover Page**

Amended and Restated Deed of Trust, Security Agreement and Assignment of Leases
and Rents

A&A MARIURY, LLC,

a New York Limited Liability Company, as Grantor

in favor of

Danna DiCiccolina, as Trustee

on behalf of

NEW YORK COMMUNITY BANK, as Beneficiary

securing the

\$40,698,749.86 Loan

\$2,689,688.62 Loan

And

\$5,429,000.00 Loan

Dated as of February 10, 2010

When Recorded Return to:
New York Community Bank
One Jericho Plaza, PO Box 9005
Jericho, NY 11753

This Amended and Restated Deed of Trust, Security Agreement and Assignment of Leases and Rents amends and restates the Deed of Trust, Security Agreement and Assignment of Leases and Rents securing New York Community Bank to the principal sum of \$41,160,000.00 dated as of June 29, 2008 and recorded among the Land Records of the District of Columbia as Instrument No. 2008102141 for which recording tax was paid. This Amended and Restated Deed of Trust, Security Agreement and Assignment of Leases and Rents, hereby increases the original principal amount by \$8,997,154.88 thereby increasing the principal secured indebtedness to \$50,157,154.88, and recording taxes are due and payable on the amount of the increase.

AFTER RECORDATION RETURN TO:
Carter-Condit Land Title Insurance Company
1015 14th Street, N.W., Suite 100
Washington, DC 20005
FILE NO. 201002141-15715488
VERS 1013

