

EXHIBIT

A

SETTLEMENT AGREEMENT
(44th & Camelback Property, LLC)

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This Settlement Agreement ("Agreement") is entered into this 27th day of April, 2010, by and among (i) 44th & Camelback Property, LLC, an Arizona limited liability company ("Borrower"); (ii) Jonathon J. Vento, Lori Vento, and Jonathon J. Vento and Lori D. Vento, Trust Creators and Trustees of the Vento Family Trust dated April 25, 2003 (collectively, "Vento"); Donald J. Zeleznak, Shirley Zeleznak, and Donald J. Zeleznak and Shirley A. Zeleznak, Trustees of the Zeleznak Revocable Trust dated December 6, 2001 and amended February 6, 2004 (collectively, "D.Zeleznak" and together with Vento, the "Guarantors"); (iii) Ryan Zeleznak and RJZ Associates, LLC, an Arizona limited liability company (collectively, "R.Zeleznak" and together with the Borrower and Guarantors, the "Borrower Parties" and each a "Borrower Party"); and (iv) 44 CP I Loan LLC, an Arizona limited liability company ("CPI"), 44 CP II Loan LLC, an Arizona limited liability company ("CPII", and collectively with CPI, the "Loan LLCs") and the Pass Through Investors (defined below) (collectively, the "Lenders"); and (v) ML Manager LLC, an Arizona limited liability company, as Manager of the Loan LLCs and as agent for the Pass Through Lenders ("ML Manager"). For convenience, the Lenders and ML Manager are sometimes collectively referred to herein as the "Lender Parties" and each a "Lender Party." Collectively, Borrower, Guarantors, R.Zeleznak, Lenders and ML Manager are referred to herein as "Parties," and each, a "Party."

R E C I T A L S

A. Loan No. 849606 to Borrower, which closed on or about June 15, 2006, was in the original principal amount of \$10,900,000 ("First Loan") and was evidenced by, among other things, the loan documents set forth on Exhibit A attached hereto. Guarantors executed an Environmental Indemnity and each also executed a separate Loan Guaranty (collectively, the "First Loan Guarantees").

B. Loan No. 852406 to Borrower, which closed on or about August 17, 2006, was in the original principal amount of \$10,200,000 ("Second Loan," and together with the First Loan, the "Loans") and was evidenced by, among other things, the loan documents set forth on Exhibit B attached hereto. Guarantors executed an Environmental Indemnity and each also executed a separate Loan Guaranty (collectively, the "Second Loan Guarantees," and together with the First Loan Guarantees, the "Loan Guarantees").

C. As of the date hereof, Lenders contend that the outstanding amounts of principal and interest on the Loans are as set forth on Exhibit C. Lenders further contend that there are other costs and expenses that have been and will be incurred in enforcing Lenders' rights in amounts not yet determined.

D. Each of the First Loan and the Second Loan is secured by, among other things, a Deed of Trust, Assignment of Rents and Security Agreement ("Lenders' Deeds of Trust").

E. Pursuant to a Subordination Agreement dated March 12, 2008 and recorded as Instrument No. 20080224419, Borrower's obligations to Lenders under the Loans were subordinated to the repayment of a new loan from Parkway Bank and Trust Company ("Parkway") to Borrower in the amount of \$18,500,000 ("Parkway Loan") which is secured by, among other things, a Deed of Trust ("Parkway Deed of Trust"). Under the terms of the Subordination Agreement, Lenders currently have the right to ask for Parkway's consent to foreclose under Lenders' Deeds of Trust.

F. By letter dated July 8, 2008, counsel for ML notified Borrower and Guarantors that Borrower was in default under the Loans and demanded payment of all amounts due thereunder. Certain disputes ("Disputes") have arisen between the Parties with respect to the Loans and other loans made by ML to Borrower's Affiliates and guaranteed by some or all of the Guarantors ("Affiliate Loans"). As a result of such Disputes, Borrower and Guarantors have asserted certain material offsets, defenses and/or claims, including, without limitation, that the Loan, the Affiliate Loans, and Lenders' conduct with respect thereto, were all part of an unseverable series of interrelated transactions and conduct, in connection with their respective purported obligations relating to the Loan, the Loan Guarantees, the Affiliate Loans and the Affiliate Guarantees.

G. As required under the terms of the Plan (defined below), Borrower, Borrower's Affiliates, Guarantors and ML Manager have engaged in mediation to attempt to resolve the Disputes. This Agreement reflects the agreement reached during that mediation.

H. Guarantors have represented to Lenders that their financial condition is such that they are unable to make any material payment on any obligations they may have under the Loan Guarantees.

I. Fact-intensive and expensive litigation between Lenders, Borrower and Guarantors would be required to resolve the Disputes. It is, in part, because of this potential litigation and its attendant costs and uncertainties that the Parties are willing to enter into this Agreement to resolve the Disputes and settle all claims and liabilities among them on the terms and under the conditions set forth herein.

AGREEMENT

Now therefore, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower Parties and Lender Parties do hereby agree as follows:

1. Recitals Incorporated. The Parties agree that the foregoing Recitals are true and correct and are incorporated herein by this reference.

2. **Definitions:** For the purposes of this Agreement, the following terms shall have the meanings set forth herein:

“Affiliate” shall mean, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person or is a director, officer, member or manager of such Person or of an Affiliate of such Person.

“Affiliate Guarantees” means the guarantees and indemnities executed by some or all of the Guarantors in favor of ML in connection with the Affiliate Loans.

“Affiliate Loans” is defined in Recital F hereof.

“Affiliate Settlements” is defined in Section 5.e hereof.

“Agreement” is defined in the first paragraph of this Agreement.

“Bankruptcy Action” shall mean, with respect to a Party (a) the filing by such Party of a voluntary petition under the Bankruptcy Code or any other federal or state bankruptcy or insolvency law; (b) the filing of an involuntary petition against such Party under the Bankruptcy Code or any other federal or state bankruptcy or insolvency law, in which such Party colludes with or otherwise assists the Person who filed such involuntary petition, or causes to be solicited petitioning creditors for such involuntary petition; (c) the filing of an answer by such Party consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it under the Bankruptcy Code or any other federal or state bankruptcy or insolvency law; (d) consenting to, acquiescing in, or joining in an application for the appointment of a custodian, receiver, trustee or examiner for such Party, or any portion of its Property; or (e) making an assignment for the benefit of creditors.

“Bankruptcy Case” is defined in Section 5.d hereof.

“Bankruptcy Code” shall mean Title 11 of the United States Code, 11 U.S.C. §101, et seq., as the same may be amended from time to time, and any successor statute or statutes and all rules and regulations from time to time promulgated thereunder, and any comparable foreign laws relating to bankruptcy, insolvency or creditors’ rights or any other federal or state bankruptcy or insolvency law.

“Borrower” is defined in the first paragraph of this Agreement.

“Borrower Parties” is defined in the first paragraph of this Agreement.

“Business Day” shall mean any day other than a Saturday, Sunday or any other day on which national banks in Phoenix, Arizona are not open for business.

“Conditions Precedent” is defined in Section 5 hereof.

“Confirmation Order” is defined in the definition of “Plan” below.

“Control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a Person, whether through ownership of voting securities, by contract or otherwise. “Controlled” and “Controlling” shall have correlative meanings.

“CPI” is defined in the first paragraph of this Agreement.

“CPII” is defined in the first paragraph of this Agreement.

“D.Zeleznak” is defined in the first paragraph of this Agreement.

“Deed-in-Lieu” shall mean a conveyance by Borrower of the Properties to Parkway or an entity or entities selected by Parkway in lieu of a foreclosure under the Parkway Deed of Trust.

“Default” is defined in Section 11 hereof.

“Disputes” is defined in Recital F hereof.

“Effective Date” means a date selected by Lenders by notice in writing to Borrower Parties which is not more than ten (10) Business Days after all of the Conditions Precedent have occurred.

“Environmental Laws” means any and all present or future federal, state or local laws, common law, statutes, codes, ordinances, rules, regulations, decrees, permits, policies, guidance documents or other requirements (i) relating to health, safety or the environment, (ii) governing, regulating or pertaining to the generation, treatment, storage, handling, transportation, use, release, discharge or disposal of any Hazardous Substance, or (iii) relating to industrial hygiene or environmental conditions, including, without limitation, soil, groundwater and indoor and ambient air conditions.

“Environmental Regulations” means, without limitation, (i) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9601 *et seq.*); (ii) the Resource Conservation Recovery Act of 1976; (iii) the Clean Water Act; (iv) the Clean Air Act; and (v) the applicable provisions of the Arizona Environmental Quality Act, Arizona Revised Statutes Sections 49-101, *et seq.*, all as now or hereafter amended, supplemented or replaced from time to time.

“Exit Financing Loan” is defined in Section 5.b hereof.

“First Loan” is defined in Recital A hereof.

“First Loan Documents” means all documents, instruments, agreements, promissory notes, indemnities, guarantees, affidavits and certificates executed by any Borrower Party, and delivered in connection with the First Loan prior to the date of this Agreement, including, without limitation, those documents set forth on Exhibit A hereto and incorporated herein by this reference, and any First Loan Guarantees.

“First Loan Guarantees” is defined in Recital A hereof.

“Governmental Authority” shall mean any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise), whether now or hereafter in existence.

“Guarantor Interest Acquisition” shall mean the acquisition by any of Guarantors or their Affiliates, directly or indirectly, of an interest of any kind in any of the Properties, or in an entity which owns or has an interest in one or more of the Properties, within four (4) years following a Trustee’s Sale or Deed-in-Lieu.

“Guarantors” is defined in the first paragraph of this Agreement.

“Hazardous Substance” means any substance or material defined in or governed by any Environmental Regulation as a dangerous, toxic or hazardous pollutant, contaminant, chemical, waste, material or substance, and also expressly includes urea-formaldehyde, polychlorinated biphenyls, dioxin, radon, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, including, but not limited to, crude oil or any fraction thereof, natural gas, natural gas liquids, gasoline and synthetic gas, or any other waste, material, substance, pollutant or contaminant which would subject the owner or operator of the Property to any obligations, damages, penalties or liabilities under any applicable Environmental Regulation.

“Investors” shall have the same meaning as set forth in the Plan.

“Lenders” is defined in the first paragraph of this Agreement.

“Lenders’ Deeds of Trust” is defined in Recital D hereof.

“Loans” is defined in Recital B hereof.

“Loan Documents” shall mean, collectively, the First Loan Documents and the Second Loan Documents.

“Loan Guarantees” is defined in Recital B hereof.

“Loan LLCs” is defined in the first paragraph of this Agreement.

“Members” is defined in Section 4.b hereof.

“ML” means ML Servicing Co., Inc., an Arizona corporation, formerly known as Mortgages Ltd.

“ML Court Approval” is defined in Section 5.d hereof.

“ML Manager” is defined in the first paragraph of this Agreement.

“Outside Date” is defined in Section 5.j hereof.

“Parkway” is defined in Recital E hereof.

“Parkway Deed of Trust” is defined in Recital E hereof.

“Parkway Loan” is defined in Recital E hereof.

“Parties” and “Party” is defined in the first paragraph of this Agreement.

“Pass Through Investors” shall mean those Investors that hold, as of the date of this Agreement, an interest in the Loan outside of the Loan LLC.

“Person” shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, and any fiduciary acting in such capacity on behalf of any of the foregoing.

“Plan” means The Official Committee of Investors’ First Amended Plan of Reorganization Dated March 12, 2009, as modified by the Order confirming the Plan entered on May 20, 2009 by the United States Bankruptcy Court for the District of Arizona (“Confirmation Order”) in the Bankruptcy Case.

“Properties” shall the real and personal properties securing the Loans as described in the Loan Documents.

“R.Zeleznak” is defined in the first paragraph of this Agreement.

“Release Date” shall mean the date that is ninety-one (91) days from the date a Trustee’s Sale under the Parkway Deed of Trust has been completed (by recordation of the trustee’s deed) or a Deed-in-Lieu has been recorded in favor of Parkway or an entity or entities designated by Parkway, provided in either event that no Bankruptcy Action has occurred with respect to a Borrower Party prior to such date.

“Released Parties” is defined in Section 4.b hereof.

“Second Loan” is defined in Recital B hereof.

“Second Loan Documents” means all documents, instruments, agreements, promissory notes, indemnities, guarantees, affidavits and certificates executed by any Borrower Party, and delivered in connection with the Second Loan prior to the date of this Agreement, including, without limitation, those documents set forth on Exhibit B hereto and incorporated herein by this reference, and any Second Loan Guarantees.

“Second Loan Guarantees” is defined in Recital B hereof.

“Settlement” is defined in Section 3 hereof.

“Trustee’s Sale” means a sale by the trustee under the Parkway Deed of Trust of all of the Properties.

“Vento” is defined in the first paragraph of this Agreement.

3. **Settlement.** The Parties agree to the following as full and complete settlement and compromise (“**Settlement**”) of the Disputes:

a. During the period between execution of this Agreement and the Effective Date:

1. Borrower will provide ML Manager documents and information about the history of the Loans and the Loans’ negotiation and documentation and with respect to the various Persons and professionals involved in negotiating and documenting the Loans from inception to assist Lenders in determining whether Persons, other than Borrower and Guarantors, have liability to Lenders in connection with the making of the Loans.

2. Lenders may setoff any moneys held in any impound accounts under the Loan Documents against the obligations of Borrower under the Loan Documents.

3. Lenders will not request Parkway’s consent to a foreclosure of Lenders’ Deeds of Trust.

4. Lender Parties shall use their best efforts to obtain the ML Court Approval.

b. On the Release Date, the Release of the Borrower Parties as set forth in Section 4.a hereof shall become effective.

c. On the Effective Date, Borrower shall be deemed to have withdrawn with prejudice the proof of claim (as amended) it filed in the Bankruptcy Case.

d. On the Effective Date, Borrower shall be deemed to have forever waived any claim on the cash bond filed by ML with the Arizona Department of Financial Institutions, and to have stipulated to an order that the bond may be released to the appropriate party or parties as determined by Lenders and upon request of ML Manager, the Borrower will file a written waiver, prepared by ML Manager and provided to Borrower, with the Arizona Department of Financial Institutions to evidence such absolute waiver of such claim.

e. Through the Release Date, except as modified by this Agreement, Borrower shall remain owner of the Properties and the Loan LLCs shall retain their rights

under the First Loan Documents, the First Loan Guarantees, the Second Loan Documents, the Second Loan Guarantees, and the Lenders' Deeds of Trust.

4. Releases.

a. On the Release Date, Lender Parties hereby release and forever discharge Borrower Parties from any and all liabilities, claims, causes of action, damages, losses or expenses, whether known or unknown, which Lender Parties may now have or be entitled to bring, whether accrued or not, against Borrower Parties arising out of or related in any way to (i) the Loans; (ii) the Loan Guarantees; (iii) the Loan Documents; or (iv) any actions of Borrower Parties in connection with the Loans; provided, however, that such releases will be void ab initio if a Guarantor Interest Acquisition occurs within four (4) years from the Release Date.

b. On the Effective Date, Borrower Parties hereby release and forever discharge Lender Parties and their respective members and predecessors and the members of their members (collectively, the "Members" and with the Lender Parties, collectively the "Released Parties") from any and all liabilities, claims, causes of action, damages, losses or expenses, whether known or unknown, which they may now have or be entitled to bring, whether accrued or not, against the Released Parties arising out of or related in any way to (i) the Loans; (ii) the Loan Guarantees; (iii) the Loan Documents; or (iv) any actions of the Released Parties in connection with the Loans. For the sake of clarity, the term "Released Parties" as defined herein does not include any of ML's former attorneys, accountants or other professionals.

5. Conditions Precedent to Effective Date of this Agreement. The following are conditions precedent ("Conditions Precedent") to (i) Lender Parties obligations to perform under this Agreement; and (ii) the Effective Date:

a. Executed Agreement. This Agreement shall be fully executed and delivered by the Parties by April 27, 2010;

b. Exit Lender Consent. The lender under the exit financing loan dated June 11, 2009 to which the Loan LLCs are a party (the "Exit Financing Loan") has consented to the release of the Loan Guaranties to the extent required by Section 2.5 of the Exit Financing Loan;

c. Member Approval. The Members shall have approved the Settlement as required by Section 5.4(k) of each of the Loan LLCs' operating agreements;

d. Bankruptcy Court Approval. Lender Parties shall have obtained a satisfactory approval from the Bankruptcy Court in In re: Mortgages Ltd., Case No. 2:08-bk-07465-RJH ("Bankruptcy Case") approving the Settlement and entry into this Agreement by Loan LLCs and ML Manager acting as agent for the Pass Through

Investors through (i) a final non-appealable order or (ii) in the event an appeal has been filed, no stay pending such appeal has been ordered ("ML Court Approval");

e. **No Bankruptcy Action.** No Bankruptcy Action shall have occurred with respect to any of the Borrower Parties;

f. **Affiliate Loans.** Lenders' Affiliates have entered into four (4) separate similar settlement agreements ("Affiliate Settlements") with Borrower's Affiliates and Guarantors with respect to separate Affiliate Loans. ML Court Approval of each of those agreements is a condition to the effectiveness of this Agreement.

g. **Delivery of Documents.** Borrower shall have provided to Lenders (i) a copy of its Articles of Organization certified by the Arizona Corporation Commission; and (ii) a copy of Borrower's operating agreement certified by Borrower's manager or members as being true and correct;

h. **No. Default.** None of the Borrower Parties shall be in Default under this Agreement;

i. **Financial Disclosures.** Guarantors shall have furnished to ML Manager within ten (10) days after the execution of this Agreement, their financial statements and shall certify to the Lenders in writing ("Certification"), with the intent that the Lenders rely thereon, that such financial statements are true and correct in all material respects as of the date of the execution of this Agreement. Guarantors shall have also furnished to ML Manager their tax returns at the same time and promptly thereafter such other financial data requested by ML Manager for its review on behalf of the Lenders, and by any independent accountant employed by Lenders, and ML Manager shall be satisfied in its sole and absolute discretion with the financial condition of the Guarantors; and

j. **Outside Date.** All of the foregoing Conditions Precedent must be met by July 31, 2010 (the "Outside Date").

6. **Borrower Representations and Warranties.** Borrower represents and warrants to Lender Parties as follows:

a. Borrower is a duly formed and validly existing Arizona limited liability company and is in good standing under the laws of the State of Arizona.

b. Borrower has taken all necessary actions to approve and authorize the execution, delivery, performance of and entry into this Agreement; the person(s) signing on behalf of Borrower are duly authorized to do so; and Borrower's obligations hereunder are valid, binding and enforceable, subject to applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

c. Borrower's execution, delivery and performance of its obligations under this Agreement will not violate or conflict with (i) any of Borrower's organization documents; (ii) any agreement to which Borrower is a party or by which its Property is bound; or (iii) any law, rule, regulation, judgment or court order binding on or affecting Borrower or its Property.

d. Except as disclosed to Lenders in writing prior to the execution of this Agreement, Borrower has received no notice from any Governmental Authority or other Person that there is any violation of Environmental Laws on the Property and Borrower has no knowledge that any Hazardous Substances are located in or upon the Property.

e. Borrower's representations and warranties shall be true and correct at all times until the Release Date.

7. Guarantor and R Zeleznak Representations and Warranties. Each of Vento, D.Zeleznak and R.Zeleznak, for themselves only, represent and warrant to Lender Parties as follows:

a. Each of them is of sound mind and has the legal capacity to execute, deliver and perform their respective obligations under this Agreement.

b. Any Guarantor which is a trust is a duly formed and validly existing trust whose trustees are those individuals executing this Agreement below as trustees, and such trustees are duly authorized by their respective trust agreements to execute, deliver and perform their obligations under this Agreement on behalf of such trust.

c. Each of them have each executed and delivered this Agreement, and the obligations of each of them hereunder are valid, binding and enforceable, subject to applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

d. The execution, delivery and performance of obligations under this Agreement by each Guarantor which is a trustee will not violate or conflict with (i) the trust agreement under which such trustee acts, (ii) any agreement to which trustee or his or her respective trust is a party or by which the trust's property is bound, or (iii) any law, rule, regulation, judgment or court order binding on or affecting the trustee, their respective trusts or the property of such trust.

e. Except as disclosed to Lender Parties in writing prior to the execution of this Agreement, neither Guarantors or R.Zeleznak have received notice from any Governmental Authority or other Person that there is any violation of Environmental Laws on the Property and Guarantors and R.Zeleznak have no knowledge that any Hazardous Substances are located in or upon the Property.

f. Their representations and warranties shall be true and correct at all times until the Release Date.

8. CPI's Representations and Warranties. CPI represents and warrants to Borrower Parties as follows:

a. CPI is a duly formed and validly existing Arizona limited liability company and is in good standing under the laws of the State of Arizona.

b. If all of the Conditions Precedent set forth in Section 5 of this Agreement have occurred, then:

(i) CPI will have taken all necessary actions to approve and authorize its execution, delivery, performance of and entry into this Agreement; the person(s) signing on behalf of CPI will have been duly authorized to do so; and CPI's obligations hereunder will be valid, binding and enforceable, subject to applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(ii) CPI's execution, delivery and performance of its obligations under this Agreement will not violate or conflict with (x) any of CPI's organization documents; (y) any agreement to which CPI is a party or by which it is bound; or (z) any law, rule, regulation, judgment or court order binding on or affecting CPI.

(iii) CPI will have the authority to enter into this Agreement on behalf of its Members, and in doing so, to bind said Members to the terms hereof.

c. CPI is the beneficiary of the deed of trust given by Borrower encumbering the Properties and securing the First Loan

d. CPI's representations and warranties shall be true and correct as of the Effective Date.

9. CPII's Representations and Warranties. CPII represents and warrants to Borrower Parties as follows:

a. CPII is a duly formed and validly existing Arizona limited liability company and is in good standing under the laws of the State of Arizona.

b. If all of the Conditions Precedent set forth in Section 5 of this Agreement have occurred, then:

(i) CPII will have taken all necessary actions to approve and authorize its execution, delivery, performance of and entry into this Agreement; the person(s) signing on behalf of CPII will have been duly authorized to do so; and CPII's

obligations hereunder will be valid, binding and enforceable, subject to applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(ii) CPII's execution, delivery and performance of its obligations under this Agreement will not violate or conflict with (x) any of CPII's organization documents; (y) any agreement to which CPII is a party or by which it is bound; or (z) any law, rule, regulation, judgment or court order binding on or affecting CPII.

(iii) CPII will have the authority to enter into this Agreement on behalf of its Members, and in doing so, to bind said Members to the terms hereof.

c. CPII is the beneficiary under the deed of trust by Borrower encumbering the Properties and securing the Second Loan.

d. CPII's representations and warranties shall be true and correct as of the Effective Date.

10. ML Manager's Representations and Warranties. ML Manager represents and warrants to Borrower Parties as follows:

a. ML Manager is a duly formed and validly existing Arizona limited liability company and is in good standing under the laws of the State of Arizona.

b. If all of the Conditions Precedent set forth in Section 5 of the Agreement have occurred, then:

(i) ML Manager will have taken all necessary actions to approve and authorize its execution, delivery, performance of and entry into this Agreement; the person(s) signing on behalf of ML Manager will have been duly authorized to do so; and ML Manager's obligations hereunder will be valid, binding and enforceable, subject to applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(ii) ML Manager will have the authority to enter into this Agreement on behalf of Loan LLCs and in doing so, to bind Loan LLCs to the terms hereof.

(iii) ML Manager will have the authority to enter into this Agreement on behalf of all Lenders, and in doing so, to bind all Lenders to the terms hereof.

(iv) ML Manager's execution, delivery and performance of its obligations under this Agreement will not violate or conflict with (i) any of ML Manager's organization documents; (ii) any agreement to which ML Manager is a party

or by which it is bound; or (iii) any law, rule, regulation, judgment or court order binding on or affecting ML Manager.

c. ML Manager's representations and warranties shall be true and correct as of the Effective Date.

11. Default. The following shall constitute a default ("Default") by the specified Party under this Agreement:

a. If, between the Effective Date and the Release Date, there is any Bankruptcy Action with respect to a Borrower Party.

b. Any breach or default under any provision, covenant or representation under this Agreement by any Borrower Party, on or before the Release Date, including without limitation, a breach by any Guarantor of his Certification of his financial statements under Section 5.i hereof relating to Financial Disclosures.

c. Any breach or default under any provision, covenant or representation under this Agreement by any Lender Party.

d. The failure, for any reason, of the Conditions Precedent under Section 5 to occur shall not be a Default hereunder.

12. Remedies.

a. In the event of a Default by any Borrower Party under this Agreement prior to the Release Date, Lenders may terminate this Agreement by notice to the Borrower Parties and in addition shall have any and all rights and remedies provided in the Loan Documents or by law, all of which are expressly reserved by Lender Parties.

b. In the event of a Default by any of the Guarantors or R.Zeleznak after the Effective Date and prior to the Release Date, unless Lenders have elected to terminate this Agreement under Subsection 12.a above, this Agreement shall remain effective as to the Borrower but Lender Parties shall have no further obligation to the Guarantors and R.Zeleznak and there shall be no release of the Guarantors or R.Zeleznak under Section 4.1 hereof.

c. In the event any Lender Party breaches any provision, covenant or representation under this Agreement, Borrower Parties shall be entitled to exercise any and all rights and remedies provided by law, including, but not limited to, proceeding against such Lender Party for breach of this Agreement.

13. Termination. ML Manager on behalf of the Lender Parties may elect by two (2) days written notice to Borrower Parties to terminate this Agreement if any Conditions Precedent under Section 5 of this Agreement shall fail to occur by the Outside Date.

14. Miscellaneous.

a. **Entire Agreement.** This Agreement constitutes and embodies the full and complete understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether oral or in writing, with regard hereto.

b. **Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Pursuant to Paragraph V of the Confirmation Order, the Bankruptcy Court shall retain exclusive jurisdiction over any litigation arising out of or related to this Agreement.

c. **Paragraph Headings.** The paragraph headings used herein are for convenience and reference only, and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

d. **Interpretation.** When used in this Agreement, the terms "include" or "including" shall mean, without limitation, by reason of enumeration.

e. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their separate and respective successors and assigns.

f. **Notices.** Any notices or other communications which any Party may be required, or may desire, to give, unless otherwise specified, shall be in writing and shall be (i) hand-delivered, effective upon receipt, (ii) sent by United States Express Mail or by private overnight courier, effective upon receipt, or (iii) served by certified mail, postage prepaid, return receipt requested and addressed to such Party at the address set forth below, or to such other address(es) or addressee(s) as the Party to be served with notice may have furnished in writing to the other Party, effective three (3) days after mailing.

If to Lender Parties:

ML Manager LLC
14050 N. 83rd Avenue, Suite 180
Peoria, Arizona 85381
Attention: Mr. Mark Winkleman

With a copy to:

Keith Hendricks, Esq.
Fennemore Craig, P.C.
3003 N. Central Ave., Suite 2600
Phoenix, Arizona 85012

If to Borrower Parties:

Ryan Zeleznak
9500 E. Ironwood Square, #118
Scottsdale, AZ 85258

With a copy to:

Donald F. Ennis, Esq.
Snell & Wilmer
One Arizona Center
400 E. Van Buren
Phoenix, Arizona 85004-2202

g. **Affiliate Loans.** No breach or termination of an Affiliate Settlement Agreement after the Effective Date shall affect the validity or enforceability of this Agreement.

h. **Additional Documents.** The Parties agree to cooperate to execute and deliver such additional documents as are reasonably necessary to implement this Agreement.

i. **Representation by Counsel.** Each Party acknowledges that it has had the opportunity to review this Agreement and all supporting documentation with legal counsel of its own choosing.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth above.

<p>Lenders and Agent:</p> <p><i>J</i> 44 CP/Loan LLC, an Arizona limited liability company</p> <p>And</p> <p><i>II</i> 44 CP/Loan LLC, an Arizona limited liability company</p> <p>By: ML Manager, LLC, its Manager</p> <p>By: <u><i>LM</i></u> Authorized Manager</p> <p>ML Manager, LLC, for itself and as Agent for the Pass Through Investors</p> <p>By: <u><i>JM</i></u> Authorized Manager</p>	<p>Vento:</p> <p><u><i>JJ Vento</i></u> Jonathon J. Vento, individually and as Trust Creator and Trustee of the Vento Family Trust dated April 25, 2003.</p> <p><u><i>Lori D Vento</i></u> Lori D. Vento, individually and as Trust Creator and Trustee of the Vento Family Trust dated April 25, 2003.</p>
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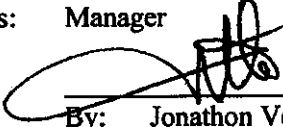
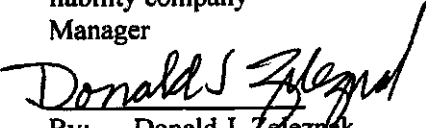
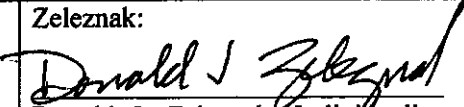
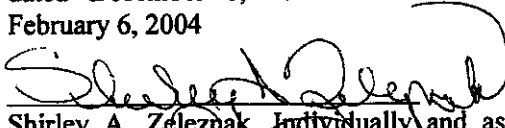
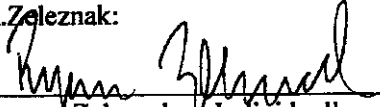
<p>Borrower:</p> <p>44th & Camelback Property, LLC, An Arizona limited liability company</p> <p>By: Vento Investments, LLC, an Arizona limited liability company</p> <p>Its: Manager</p> <p></p> <p>By: Jonathon Vento Its: Authorized Member</p> <p>By: Zeltor, LLC, a Nevada limited liability company</p> <p>Its: Manager</p> <p></p> <p>By: Donald J. Zeleznak Its: Manager</p>	<p>Zeleznak:</p> <p></p> <p>Donald J. Zeleznak, Individually and as Trustee of the Zeleznak Revocable Trust dated December 6, 2001 and amended February 6, 2004</p> <p></p> <p>Shirley A. Zeleznak, Individually and as Trustee of the Zeleznak Revocable Trust dated December 6, 2001 and amended February 6, 2004</p>
	<p>R. Zeleznak:</p> <p></p> <p>Ryan Zeleznak, Individually and as managing member of RJZ Associates, LLC</p>

Exhibit "A"

Promissory Note in the principal amount of \$10,900,000.00 (the "Note"), dated June 15, 2006, and executed by 44th & Camelback Property, LLC, an Arizona limited liability company, as Maker, in connection with Loan No. 849606 obtained through Mortgages Ltd., an Arizona corporation

Loan Modification and Extension Agreement dated March 7, 2008 executed by 44th & Camelback Property, LLC, an Arizona limited liability company, as Borrower, in connection with Loan No. 849606 obtained through Mortgages Ltd., an Arizona corporation

Deed of Trust, Assignment of Rents and Security Agreement (the "Deed of Trust"), dated June 15, 2006, executed by 44th & Camelback Property, LLC, an Arizona limited liability company, as Trustor, to Scott Martin Coles, a licensed real estate broker, as Trustee, and recorded on June 22, 2006, as Instrument No. 2006-0839714 and re-recorded on September 12, 2006 as Instrument No. 2006-1213230

First Modification of Deed of Trust Dated 08/21/06 and recorded on September 21, 2006 as Instrument No. 2006-1253508, in the official records of Maricopa County, Arizona

Second Modification of Deed of Trust dated March 7, 2008 and recorded on March 13, 2008 as Instrument No. 2008-0224418, in the official records of Maricopa County, Arizona

Said Deed of Trust was subordinated to a Deed of Trust in favor of Parkway Bank and Trust company by a Subordination Agreement dated March 12, 2008, and recorded March 13, 2008 as Instrument No. 2008-0224419, in the official records of Maricopa County, Arizona

Assignment of Rents, Leases and Profits (the "Assignment of Rents"), dated June 15, 2006, and recorded June 22, 2006, as Instrument No. 2006-0839715 and re-recorded on September 12, 2006 as Instrument No. 2006-1213231 in the records of Maricopa County, Arizona, with 44th & Camelback Property, LLC, an Arizona limited liability company, as assignor, and MORTGAGES LTD., an Arizona corporation, as assignee

Assignment of Rights (the "Assignment of Rights"), dated June 15, 2006, executed by 44th & Camelback Property, LLC, an Arizona limited liability company, as assignor, in favor of MORTGAGES LTD., an Arizona corporation, as assignee, and recorded June 22, 2006 as Instrument No. 2006-0839716 and re-recorded on September 12, 2006 as Instrument No. 2006-1213232 in the records of Maricopa County, Arizona

UCC Financing Statement recorded August 31, 2006 as Instrument No. 2006-0839717 and re-recorded on September 12, 2006 as Instrument No. 2006-1213233 in the records of Maricopa, County, Arizona

UCC Financing Statement filed June 23, 2006 as Filing No. 200614225833 in the office of the Arizona Secretary of State

Environmental Certification and Indemnity Agreement, dated June 15, 2006, executed by 44th & Camelback Property, LLC, an Arizona limited liability company, as Indemnitor

Deposit Account Security Agreement, dated June 15, 2006, executed by 44th & Camelback Property, LLC, an Arizona limited liability company, as Debtor, and Mortgages Ltd., an Arizona corporation, as Secured Party

Control Agreement, dated June 15, 2006, executed by 44th & Camelback Property, LLC, an Arizona limited liability company, as Debtor, Mortgages Ltd., an Arizona corporation, as Secured Party and Irwin Union Bank, as Depository Bank

Deposit Account Security Agreement, dated June 15, 2006, executed by 44th & Camelback Property, LLC, an Arizona limited liability company, as Debtor, and Mortgages Ltd., an Arizona corporation, as Secured Party

Control Agreement, dated June 15, 2006, executed by 44th & Camelback Property, LLC, an Arizona limited liability company, as Debtor, Mortgages Ltd., an Arizona corporation, as Secured Party and Irwin Union Bank, as Depository Bank

Loan Guaranty, dated June 15, 2006, executed by Jonathon Vento and Lori Vento, husband and wife, as Guarantor, 44th & Camelback Property, LLC, an Arizona limited liability company, as Debtor, and Mortgages Ltd., an Arizona corporation, as Creditor

Loan Guaranty, dated June 15, 2006, executed by Donald Zeleznak and Shirley Zeleznak, husband and wife, as Guarantor, 44th & Camelback Property, LLC, an Arizona limited liability company, as Debtor, and Mortgages Ltd., an Arizona corporation, as Creditor

Loan Guaranty, dated June 15, 2006, executed by Jonathon J. Vento and Lori D. Vento, Trust Creators and Trustees of The Vento Family Trust dated April 25, 2003, as Guarantor, 44th & Camelback Property, LLC, an Arizona limited liability company, as Debtor, and Mortgages Ltd., an Arizona corporation, as Creditor

Loan Guaranty, dated June 15, 2006, executed by Donald J. Zeleznak and Shirley A. Zeleznak, Trustees of the Zeleznak Revocable Trust dated December 6, 2001 and amended February 6, 2004, as Guarantor, 44th & Camelback Property, LLC, an Arizona limited liability company, as Debtor, and Mortgages Ltd., an Arizona corporation, as Creditor

Exhibit "B"

Promissory Note in the principal amount of \$10,200,000.00 (the "Note"), dated August 17, 2006, and executed by 44th & Camelback Property, LLC, an Arizona limited liability company, as Maker, in connection with Loan No. 852406 obtained through Mortgages Ltd., an Arizona corporation

Loan Modification and Extension Agreement dated March 7, 2008 executed by 44th & Camelback Property, LLC, an Arizona limited liability company, as Borrower, in connection with Loan No. 852406 obtained through Mortgages Ltd., an Arizona corporation

Deed of Trust, Assignment of Rents and Security Agreement (the "Deed of Trust"), dated August 17, 2006, executed by 44th & Camelback Property, LLC, an Arizona limited liability company, as Trustor, to Scott Martin Coles, a licensed real estate broker, as Trustee, and recorded on August 31, 2006, as Instrument No. 2006-1165312 in the records of Maricopa County, Arizona

First Modification of Deed of Trust dated March 7, 2008 and recorded on March 13, 2008 as Instrument No. 2008-0224417, in the official records of Maricopa County, Arizona

Said Deed of Trust was subordinated to a Deed of Trust in favor of Parkway Bank and Trust company by a Subordination Agreement dated March 12, 2008, and recorded March 13, 2008 as Instrument No. 2008-0224419, in the official records of Maricopa County, Arizona

Assignment of Rents, Leases and Profits (the "Assignment of Rents"), dated August 17, 2006, and recorded August 31, 2006, as Instrument No. 2006-1165313 in the records of Maricopa County, Arizona, with 44th & Camelback Property, LLC, an Arizona limited liability company, as assignor, and MORTGAGES LTD., an Arizona corporation, as assignee

Assignment of Rights (the "Assignment of Rights"), dated August 17, 2006, executed by 44th & Camelback Property, LLC, an Arizona limited liability company, as assignor, in favor of MORTGAGES LTD., an Arizona corporation, as assignee, and recorded August 31, 2006 as Instrument No. 2006-1165314 in the records of Maricopa County, Arizona

UCC Financing Statement recorded August 31, 2006 as Instrument No. 2006-1165315 in the records of Maricopa, County, Arizona

UCC Financing Statement filed September 7, 2006 as Filing No. 200614344122 in the office of the Arizona Secretary of State

Environmental Certification and Indemnity Agreement, dated August 17, 2006, executed by 44th & Camelback Property, LLC, an Arizona limited liability company, as Indemnitor.

Deposit Account Security Agreement, dated August 17, 2006, executed by 44th & Camelback Property, LLC, an Arizona limited liability company, as Debtor, and Mortgages Ltd., an Arizona corporation, as Secured Party.

Control Agreement, dated August 17, 2006, executed by 44th & Camelback Property, LLC, an Arizona limited liability company, as Debtor, Mortgages Ltd., an Arizona corporation, as Secured Party and Irwin Union Bank, as Depository Bank.

Deposit Account Security Agreement, dated August 17, 2006, executed by 44th & Camelback Property, LLC, an Arizona limited liability company, as Debtor, and Mortgages Ltd., an Arizona corporation, as Secured Party.

Control Agreement, dated August 17, 2006, executed by 44th & Camelback Property, LLC, an Arizona limited liability company, as Debtor, Mortgages Ltd., an Arizona corporation, as Secured Party and Irwin Union Bank, as Depository Bank.

Loan Guaranty, dated August 17, 2006, executed by Jonathon Vento and Lori Vento, husband and wife, as Guarantor, 44th & Camelback Property, LLC, an Arizona limited liability company, as Debtor, and Mortgages Ltd., an Arizona corporation, as Creditor.

Loan Guaranty, dated August 17, 2006, executed by Donald Zeleznak and Shirley Zeleznak, husband and wife, as Guarantor, 44th & Camelback Property, LLC, an Arizona limited liability company, as Debtor, and Mortgages Ltd., an Arizona corporation, as Creditor.

Loan Guaranty, dated August 17, 2006, executed by Jonathon J. Vento and Lori D. Vento, Trust Creators and Trustees of The Vento Family Trust dated April 25, 2003, as Guarantor, 44th & Camelback Property, LLC, an Arizona limited liability company, as Debtor, and Mortgages Ltd., an Arizona corporation, as Creditor.

Loan Guaranty, dated August 17, 2006, executed by Donald J. Zeleznak and Shirley A. Zeleznak, Trustees of the Zeleznak Revocable Trust dated December 6, 2001 and amended February 6, 2004, as Guarantor, 44th & Camelback Property, LLC, an Arizona limited liability company, as Debtor, and Mortgages Ltd., an Arizona corporation, as Creditor.

Exhibit "C"

Loan No. 849606

Borrower Name: 44th Street & Camelback, LLC

Good Through: 04/23/2010 Days Outstanding: 603

Paid To Date: 08/21/2008

Principal Balance	\$5,828,477.31
Interest @ Default Rate (27.00%) 08/21/2008 through 04/23/2010	<u>\$2,635,928.86</u>
TOTAL	\$8,464,406.17

Principal with Past Due Interest

Loan No. 852406

Borrower Name: 44th Street & Camelback, LLC

Good Through: 04/23/2010 Days Outstanding: 594

Paid To Date: 08/30/2008

Principal Balance	\$5,031,791.58
Interest @ Default Rate (27.00%) 08/30/2008 through 04/23/2010	<u>\$2,241,663.15</u>
TOTAL	\$7,273,454.73