

EXHIBIT

A

Accounting Settlement Agreement

This Accounting Settlement Agreement is entered into this ~~16~~ day of March 2011, between ML Manager L.L.C., an Arizona Limited Liability Company ("Manager") and Sternberg Enterprises Profit Sharing Plan ("Sternberg").

Background

A. Effective December 21, 2004 Sternberg and Mortgages Ltd. Inc., ("ML") entered into a Master Agency Agreement, as amended. ("Sternberg's Agency Agreement") whereby ML became Sternberg's agent with rights and obligations with regard to the management of, among other things, the Sternberg Loans described below. Sternberg's Agency Agreement contained provisions that were specifically negotiated by Sternberg and unique because they did not appear in other ML agency agreements. Sternberg's agency Agreement included a right to terminate the agency relationship after giving notice

B. Sternberg has interests in three ML created loans. They are: (a) a 0.9524% interest in the Citrus 278 LLC loan, (b) a 1.3598% interest in the Foothills Plaza IV LLC loan and (c) a 2.4244% interest in the Northern 120 LLC loan ("Collectively the "Sternberg Loans"). The borrowers in such loans have defaulted in making payments and each of the loans is subject to a Chapter 11 Bankruptcy proceeding.

C. In June 2008, ML entered into bankruptcy proceedings captioned *In re Mortgages Ltd.*, Case No. 2:08-bk-07465-RJH (the "Bankruptcy"). In May 2009, a plan of reorganization for ML (the "Plan") was confirmed in the Bankruptcy. Pursuant to the Plan and an assignment document, Manager, among other things, became assignee of the Sternberg Agency Agreement and of ML's rights and obligations as agent for Sternberg. Similarly, Manager became the agent for other investors' interests in the Sternberg Loans and other loans, and the manager of new entities known as a "Loan LLC" that was established for each of the Sternberg Loans as well as the other loans managed by ML.

D. Subsequent to the confirmation of the Plan, Manager had legal disputes with some ML investors including some investors who did not transfer their ML loan interests into Loan L.L.C.'S. Manager received court rulings regarding many of the disputes that were favorable to its position and in some cases the rulings were appealed.. One such appeal is from a ruling on a Motion for Clarification filed by a group identified as the Rev Op Group. Sternberg participated in such appeal. Such appeal is identified as the "Clarification Appeal".

E. Sternberg has terminated the Sternberg Agency Agreement effective February 7, 2010. Such termination is recognized by Manager and the Bankruptcy Courts pursuant to Stipulated Orders in the three borrower Bankruptcies referred to above. Pursuant to such orders Sternberg, not Manager, has the sole authority to appear in any proceeding or otherwise deal with respect to Sternberg's interest in any loan originated by ML.

F. Manager prepared and obtained court approval in the Bankruptcy of an allocation model, (the "Allocation Model") to be used with regard to the disbursement of borrower

payments and proceeds from or the sale of collateral of certain ML loans. Such model is intended to have general applicability to all investors. The model as approved is subject to change if an appeal such as the Clarification Appeal or any other appeal is granted, in whole or in part.

G. The Bankruptcy Court reserved decision as to the applicability of the Allocation Model to Sternberg because of the unique issues presented as a result of a February 7, 2010 agency termination and the applicable contractual provision terminating agent's rights past the termination date. Manager and Sternberg have agreed to resolve the specific accounting issues related to the termination of the agency, and some but not all issues related to the co-ownership of the Sternberg Loans with no agency relationship, which agreement is set forth below.

Agreements

1. Sternberg shall pay the sum of \$18,952.94 in full payment of all amounts due through the termination of the Sternberg Agency Agreement. This includes Sternberg's share of claimed general costs, exit financing costs, exit financing interest and specific costs for the Loans through February 7, 2010. Such payment shall be made within 30 days after the entry of a Court Order approving this Settlement agreement.

2. The payment set forth in paragraph 1 above is derived from Exhibit A attached hereto and Exhibits 1 through 9 prepared by Simon Consulting LLC, initialed and in the possession of each of the parties. Such Exhibits list all the costs through February 7, 2010 and Sternberg share thereof (the "Sternberg Calculation"). The parties acknowledge that such costs include, among others, those general costs that should be paid by the Liquidating Trust created pursuant to the Plan and Manager intends to seek reimbursement for such costs to the extent the Liquidating Trust obtains funds. If and when general costs or other revenues are recovered from the Liquidating Trust or other sources and to the extent such costs were included in the Sternberg Calculation, Manager agrees to return to Sternberg its share thereof (.09555% of the total) as set forth in Exhibit A.

3. Sternberg has filed an objection to the Allocation Model and with the exception of the issues related to the agency termination, the court has overruled the objection. Sternberg agrees that it will not file a new appeal concerning the issues related to the approved allocation model. However, if as a result of any appellate decision or the settlement of the issues related thereto, whether or not Sternberg participated, it is determined or agreed, that some or all of the general costs, exit financing costs or exit financing interest should not have been charged to pass through investors who retained their direct loan interests, and such costs were included in the Sternberg Calculation, then Manager agrees to return to Sternberg its share (.09555% of the total) of the overcharge in the same manner as set forth in paragraph 2 above.

4 Sternberg will pay Sternberg's Share of specific direct costs for the Sternberg Loans incurred after February 7, 2010 as follows: (a) the agreed upon amount of Sternberg share of the specific direct costs from February 7, 2010 through the effective date of this agreement (the " Existing Loan Specific Costs "), is Three Hundred Dollars (\$300.00). Sternberg will pay such sum in the same manner as set forth in paragraph 1. (b) Sternberg shall not pay for General Costs and Expenses, as described in Exhibit A, incurred after February 7, 2010. (c) Subject to paragraphs 5 and 6 of this agreement, Sternberg will pay Sternberg's Share of Loan Specific Direct Costs that the parties reasonably agree benefit Sternberg. Sternberg Agrees that Loan Specific Direct Costs that benefit Sternberg includes Trustee's Fees and Title Costs incurred to complete a Trustee's sale with respect to the collateral of the loans. Sternberg will manage its own interests and therefore Sternberg need not pay for services rendered or, fees paid or proposed to be charged by Manager (or any one else) for efforts or services concerning any Sternberg Loan that Sternberg can provide for itself or which were rendered or provided to accomplish a result that is contrary to Sternberg's desires or goals. "Sternberg's Share" is hereby defined to be 0.9524% of Citrus 278 LLC Loan, 1.3598% for the Foothills Plaza IV LLC loan and 2.4244% for the Northern 120 LLC loan.

5 With respect to each of the three Sternberg Loans, Sternberg may elect to participate with Manager in guarantor litigation and receive Sternberg's Share of any recovery. Sternberg has elected to participate with respect to the Foothills Plaza LLC loan. If it does participate, it will pay Sternberg's Share of the direct costs of such litigation such as, court costs, forensic accounting, litigation expenses, witness fees and other direct litigation expenses that the parties reasonably agree is beneficial to Sternberg. Sternberg may elect to withdraw from such litigation and limit its payment to the period that it participated. Manager's counsel will not represent Sternberg because of ethical considerations and therefore Sternberg will represent itself or obtain its own legal representation. Each party will be responsible for its own legal fees. Sternberg will not be responsible for any other guarantor litigation costs. If Sternberg participates it shall accept the decision of Manager regarding the litigation settlement amount. Manager shall timely provide Sternberg with all information available to Manager concerning the collectability of a claim or judgment against the applicable guarantor.

6. Sternberg shall pay its share of past, current and future property tax. Such payments will be made concurrently with Manager's corresponding payment of property tax so that neither party will have made a payment and still have their interest in the real property subject to an applicable tax lien.

7. The Sternberg Loans are subject to borrower bankruptcy proceedings and negotiations between some of the debtors and Manager is ongoing. If any loan bankruptcy is concluded and the completion of the Trustee's Sale procedure is permitted, Manager and Sternberg shall instruct the Trustee to complete the trustee's sale and to make a coordinated credit bid sufficiently high to acquire title to the real property collateral. . Manager shall seek Sternberg's consent to accept a cash bid of 75% or less of the amount currently due and owing. Sternberg does hereby agree to accept a cash bid

that is more than 75% of the amount currently due and owing at the time of the trustee's sale,

8 The parties agree use their best efforts to obtain a Bankruptcy court order approving this accounting settlement agreement. If after request therefore such approval is denied this agreement shall be deemed cancelled.

9. If there is a dispute as to the interpretation of or performance under this agreement; the parties will submit their dispute for resolution by arbitration as follows: (a) This arbitration shall be resolved by one arbitrator selected by the Parties as provided herein ("Arbitrator"). (b) To select the person who will act as an Arbitrator for this matter, the parties shall each submit three names of persons who such party represents would be suitable and acceptable to that party as an Arbitrator. (c) Along with the name of the proposed Arbitrator each party will also provide the address, resumes, hourly or daily rates or other method of compensation, and any known connections, relationships or previous involvement, with or between the proposed Arbitrator and a party or its legal counsel. (d) The parties shall then attempt to agree on the person to act as the Arbitrator for this Arbitration. The selection may be from the lists submitted by the parties or some other person mutually agreed between the parties, but in no event, shall a person be selected to serve as an Arbitrator without making the required disclosures. (e) In the event that the parties cannot agree upon the selection of an Arbitrator from the lists within five days from the date of this agreement, the parties shall submit three additional names and the process provided above shall be recommenced. (c) Unless otherwise agreed upon by the parties the procedures for conducting the arbitration hearings and any other preliminary matters will be established using the Rules of Commercial Arbitration then in existence as published by the American Arbitration Association. (d) In reaching his or her decision the Arbitrator shall apply Arizona law. (e) The Arbitrator's decision and award shall be final and binding on and may not be appealed by the parties. (e) [1] The Arbitrator shall be impartial and independent. [2] To insure impartiality, within five days after notification of appointment, the selected arbitrator shall submit to both parties a disclosure, in writing of any circumstances likely to give rise to doubts as to the Arbitrator's impartiality or independence or which could raise any appearance of such. The disclosure shall certify that there are no other connections or relationships between the Arbitrator and the parties or their respective legal counsel and no other circumstances affecting the Arbitrator's impartiality or appearance of the same. [3] The duty of disclosure shall be a continuing one. If a fact becomes known or recalled by a party or the Arbitrator after his or her selection that would have, if known required to be disclosed as provided herein, the Arbitrator or party shall make prompt disclosure of that fact. Once disclosed, the party affected shall have twenty four hours to state an objection. [4] If an objection is stated in good faith, the Arbitration shall immediately cease and the process for selection of an Arbitrator as provided herein shall recommence.

10 This Agreement constitutes the entire agreement between the parties and shall not be modified or amended except in a written document signed by the parties hereto. Time is of the essence of this Agreement and all provisions, obligations and conditions thereof. This agreement shall be deemed to be drafted by both parties hereto. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Arizona.

11 If there is any litigation between the parties to enforce or interpret any provisions hereof or rights arising under this Agreement, the losing party in such litigation, as determined by the court, shall pay to the prevailing party, as determined by the court, all costs and expenses, including without limitation, reasonable attorneys' fees incurred by the prevailing party, such fees to be determined by the court sitting without a jury.

This agreement is executed by the parties effective the date described above.

Sternberg Enterprises Profit Sharing Plan

By Sheldon Sternberg
Trustee

ML Manager L.L.C.

By Mark A. Sullivan
Chief Operating Officer

	Total Costs through 2/7/10	Sternberg Sharing Ratio [1]	Sternberg Share of Cost through 2/7/10
General Costs and Expenses:			
ML Manager, LLC General Costs:			
Board Compensation	\$ 20,000.00		
D&O Insurance	248,260.30		
Legal - General	305,056.69		
Operating Expenses	434,768.90		
Professional - Accounting	12,500.00		
Professional - Consultants	63,881.46		
Total ML Manager, LLC General Costs	<u>1,084,467.35</u>	0.0955%	\$ 1,035.31
ML Servicing Co., Inc. General Costs:			
Human Resources	491,989.28		
General and Administrative	210,270.25		
Property & Legal - Liquidating Trust	145,318.50		
Bankruptcy/Claim	49,780.00		
Total ML Servicing Co., Inc. General Costs	<u>897,358.03</u>	0.0955%	856.68
Pre Plan Confirmation Expenses			
ML Liquidating Trust - Professional Fees & Administrative Claims	7,654,627.06		
Payoff of Stratera Working Capital Loan	5,809,212.80		
Total Pre Plan Confirmation Expenses	<u>13,463,839.86</u>	0.0955%	12,853.51
Total General Costs	<u>15,445,665.24</u>		<u>14,745.50</u>
Exit Financing Costs & Interest:			
Loan Origination Fee & Lender Costs	1,854,744.81	0.0955%	1,770.67
Inter Interest on Loan - 6/15/09 through 2/7/10	1,923,549.55	0.0955%	1,836.35
Total Exit Financing Costs & Interest	<u>3,778,294.36</u>	0.0955%	<u>3,607.02</u>
Loan Specific Costs			
Citrus 278, LLC Costs:			
Income	(7,000.00)		
Legal	25,026.47		
MGS Realty	1,200.00		
Operating	1,865.64		
Title	900.00		
Trustee Sale	839.29		
Total Citrus 278, LLC Costs	<u>22,831.40</u>	0.9524%	217.44
Foothills Plaza IV, LLC Costs:			
Legal	6,160.15		
MGS Realty	1,400.00		
Operating	112.53		
Trustee Sale	509.29		
Total Foothills Plaza IV, LLC Costs	<u>8,181.97</u>	1.3598%	111.26
Northern 120, LLC Costs:			
Income	(7,000.00)		
Legal	16,033.00		
MGS Realty	1,200.00		
Operating	65.64		
Title	800.00		
Trustee Sale	109.29		
Total Northern 120, LLC Costs	<u>11,207.93</u>	2.4244%	271.72
Total Loan Specific Costs	<u>42,221.30</u>		<u>600.42</u>
Total General Costs, Exit Financing Costs and Interest	<u>\$ 19,266,180.90</u>		<u>\$ 18,952.94</u>

[1] Sharing Ratios:

Principal Balance of Loans Participating in ML Manager Costs	\$ 890,361,002.05
Sternberg Principal Balance of Loans Participation in ML Manager Costs	850,000.00
Sternberg Sharing Ratio of General & Exit Financing Costs & Interest	<u>0.0955%</u>
Principal Balance of Citrus 278, LLC	\$ 26,250,000.00
Sternberg Principal Balance of Citrus 278, LLC	250,000.00
Sternberg Sharing Ratio of Citrus 278, LLC Specific Costs	<u>0.9524%</u>
Principal Balance of Foothills Plaza, LLC	\$ 25,740,000.00
Sternberg Principal Balance of Foothills Plaza, LLC	350,000.00
Sternberg Sharing Ratio of Foothills Plaza, LLC Specific Costs	<u>1.3598%</u>
Principal Balance of Northern 120, LLC	\$ 10,312,000.00
Sternberg Principal Balance of Northern 120, LLC	250,000.00
Sternberg Sharing Ratio of Northern 120, LLC Specific Costs	<u>2.4244%</u>