

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this “**Agreement**”) is made as of this ___ day of February, 2014, by and among Raymond A. Yancey (the “**Trustee**”), in his capacity as Chapter 11 Trustee for Min Sik Kang (“**Mr. Kang**”) and Man Sun Kang (“**Mrs. Kang**”, together the “**Kangs**”) in the Chapter 11 case of the Kangs, case no. 10-18839-RGM (the “**Kang Case**”), Grand Centreville, LLC (“**Grand Centreville**” or “**Debtor**”), the debtor and debtor-in-possession, in Chapter 11 case no. 13-13590-RGM (the “**Grand Centreville Case**”); (the Kang Case and the Grand Centreville Case are referred to collectively as the “**Bankruptcy Cases**”), which Bankruptcy Cases are pending in the United States Bankruptcy Court for the Eastern District of Virginia (the “**Bankruptcy Court**”); Black Creek Consulting, Ltd., court-appointed Receiver for Grand Centreville (the “**Receiver**”); and Wells Fargo Bank, N.A. as trustee for the registered holders of JP Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-CIBC13 (“**Lender**”). The Trustee, Grand Centreville, the Receiver and Lender are referred to collectively herein as the “**Parties**” and individually as a “**Party**.”

Recitals

a) On October 19, 2010 (the “**Kang Petition Date**”), Mr. Kang and Mrs. Kang commenced a bankruptcy case by filing a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the Bankruptcy Court. The bankruptcy estates of Mr. Kang and Mrs. Kang are referred to herein as the “**Kang Estates**.”

b) On January 7, 2013, the Bankruptcy Court entered an order directing the United States Trustee to appoint a Chapter 11 trustee for in the Kang Case. On January 7, 2013, the United States Trustee appointed Raymond A. Yancey as Trustee. On January 17, 2013, the Bankruptcy Court entered its order confirming such appointment.

c) On August 2, 2013 (the “**Grand Centreville Petition Date**”), the Grand Centreville commenced a bankruptcy case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

d) Grand Centreville’s principal assets are the real property and improvements thereon located at 13810-13860 Braddock Road, Centreville, Virginia, known as the “Old Centreville Crossing Shopping Center” (the “**Shopping Center**”), and associated property, such as rents, leases, profits, accounts and accounts receivable (together with the Shopping Center, the “**Property**”), all as more fully described in the Loan Documents (as such term is defined below).

e) Grand Centreville is the borrower under a loan in the original principal amount of \$27,000,000 (the “**Loan**”), which is evidenced by that Promissory Note dated June 6, 2005 (the “**Note**”), and secured by, among other things, that Deed of Trust, Assignment of Leases and Rents and Security Agreement encumbering the Property dated as of June 1, 2005 (the “**Deed of Trust**”). The Note, the Deed of Trust, and other related loan documents are referred to collectively as the “**Loan Documents**.”

f) Pursuant to the Loan Documents, Lender has a first priority security interest in the Property.

g) Pursuant to, among other things, the provisions of that Payment Guaranty and that Indemnity and Guaranty Agreement executed in connection with the Loan, the Loan was jointly and severally guaranteed by the Kangs.

h) Lender filed a proof of claim in the Grand Centreville Case in the amount of \$28,982,573.47, which includes default interest to the Grand Centreville Petition Date of \$4,527,648.94. Lender's claim to default interest is subject to dispute.

i) On October 25, 2013, Lender filed its Secured Creditor's Motion To Dismiss Pursuant To 11 U.S.C. § 1112 And Memorandum Of Points And Authorities (the "Motion to Dismiss") in the Grand Centreville Case. The Motion To Dismiss remains pending.

NOW, THEREFORE, in consideration of the premises and mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, it is agreed by and among the Parties as follows:

1. Recitals. The Recitals are a substantive part of this Agreement and incorporated herein by reference.

2. Effectiveness of Agreement.

(a) Except as expressly provided in this Section, the obligations of the Parties are effective upon the execution by each Party of this Agreement, and shall remain in effect unless and until this Agreement has been consummated at Closing (as such term is defined below), or has been terminated in accordance with Section 13, below. Notwithstanding the foregoing, the Parties' respective obligations at Closing, as set forth in Sections 10 and 11, below, are subject to and conditioned on the occurrence of each of the following:

(i) The Bankruptcy Court shall have entered its orders in the Kang Case and the Grand Centreville Case approving the terms hereof and authorizing the Trustee and Grand Centreville to consummate this Agreement pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure in forms consistent with the provisions of this Agreement (the "**Approval Orders**");

(ii) The Approval Orders shall have been entered on or before March 31, 2014;

(iii) The Approval Orders shall have become Final Orders; and

(iv) The Parties shall have fully and timely performed their respective obligations under this Agreement;

(b) A "**Final Order**" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket in the Bankruptcy Cases, as applicable, the operation or effect of which has not been stayed, reversed, or amended and as to which order or

judgment (or any revision, modification, or amendment thereof) the time to appeal or seek review or rehearing has expired and as to which no appeal or petition for review or rehearing was filed or, if filed, remains pending.

(c) Notwithstanding the foregoing, the Parties shall have the right to waive or amend in writing any condition to the occurrence of the Closing, other than the entry of the Approval Order. Any such waiver or amendment must be in writing and signed by all Parties, or agreed upon on the record by all Parties in open court, to be effective. No Party shall be entitled to rely upon or assert the failure of any condition that resulted from such Party's breach of this Agreement.

3. Settlement Motion.

The Debtor shall prepare and file a motion seeking the approval of this Agreement pursuant to Federal Rule of Bankruptcy Procedure 9019 (the "**Settlement Motion**"). The Debtor shall provide a draft of the Settlement Motion and the proposed form of Approval Order to Lender for its review and approval prior to filing. The Settlement Motion and Approval Order shall be in a form and substance acceptable to Lender and the Trustee. The Settlement Motion shall be set for hearing prior to March 20, 2014, and Approval Orders in a form and substance acceptable to Lender and the Trustee shall be entered by March 31, 2014.

4. Sale Procedures Motion.

The Debtor shall prepare and file a motion seeking the approval of sale and bidding procedures (the "**Sales Procedure Motion**"). The Sales Procedures Motion shall seek the entry of an order (the "**Sales Procedures Order**") that approves the procedures governing the Debtor's sale of the Property. The Sales Procedures Motion shall seek (a) the approval of a form of real estate sales contract that provides for the sale of the Property free and clear of liens, claims and encumbrances pursuant to Section 363 of the Bankruptcy Code, and (b)(i) a closing on such sale, (ii) the receipt by Lender of all amounts as set forth in Section 10 of this Agreement and (iii) the receipt by all Parties of the mutual releases described in Section 11 of this Agreement (such items (b)(i), (b)(ii) and (b)(iii) of this Section 4 collectively referred to as the "**Closing**") to occur no later than July 15, 2014, for a gross sale price not less than Forty Million and No/100 Dollars (\$40,000,000.00), and (c) shall provide that Lender and the Trustee may review and approve any settlement statement to be executed in connection with Closing prior to such Closing, which such review and approval shall be restricted to confirming the calculations of payments to be made to Lender pursuant to Section 10 of this Agreement. The Debtor shall provide a draft of the Sales Procedure Motion, the proposed form of Sales Procedures Order, and the form of real estate sales contract to Lender and the Trustee for their review and approval on or before February 25, 2014. The Sales Procedure Motion and the Sales Procedure Order shall be in form and substance acceptable to Lender and the Trustee. The Sales Procedures Motion shall be set for hearing prior to March 20, 2014 (or such later date on which the Parties may agree in writing or in open court), and the Sales Procedures Order, in a form and substance acceptable to Lender and the Trustee, shall be entered on or before March 31, 2014 (or such later date on which the Parties may agree in writing or in open court (the "**Order Entry Deadline**"). The Parties shall support and consent to the granting of the Sales Procedure Motion and entry of the Sales Procedure Order, provided

the same are consistent with the provisions of this Agreement.

5. Plan Support.

In the event that the Bankruptcy Court denies the Sales Procedures Motion, or in the event that the Approval Orders and the Sales Procedure Order are not entered by the Bankruptcy Court on or before the Order Entry Deadline, then within thirty (30) days following such denial, or on or before April 30, 2014, if such orders are not timely entered, the Debtor shall file a liquidating plan (the "**Plan**") and a disclosure statement containing terms that are consistent with this Agreement, which shall be submitted to Lender and the Trustee for their review and approval not less than fifteen (15) days after the date of the Bankruptcy Court's denial of the Sales Procedures Motion, and which provides for a sale of the Property free and clear of liens, claims and encumbrances for a gross sale price not less than Forty Million and No/100 Dollars (\$40,000,000.00), and Closing to occur not later than July 15, 2014. The Parties shall support such Plan provided it is consistent with the provisions of this Agreement. In the event a Plan is filed pursuant to this paragraph and Closing does not occur as provided herein, each Party shall reserve all rights, remedies, claims, causes of action and defenses against the other, and nothing in this Agreement shall constitute, or be construed as, a waiver, modification or release of any right, remedy, claim, cause of action or defense.

6. Motion to Approve Sale.

In the event that the Bankruptcy Court grants the Sales Procedures Motion, at such time or times as may be appropriate consistent with the provisions of this Agreement, the Debtor shall prepare and file one or more motions seeking the approval of a sale (the "Motion to Approve Sale"). Each such Motion to Approve Sale shall seek the entry of an order (the "Order to Approve Sale") that approves the sale of the Property consistent with this Agreement. The Debtor shall provide a draft of each such Motion to Approve Sale and Order to Approve Sale to Lender and the Trustee for their review and approval at least 7 days prior to the date the Debtor intends to file such motion and order. Each such Motion to Approve Sale and Order to Approve Sale shall be in a form and substance acceptable to Lender and the Trustee. Such Motion to Approve Sale shall be set for hearing no later than such time as is reasonably necessary for the same to be granted and the Order to Approve Sale entered such that Closing shall occur consistent with the provisions of this Agreement. The Parties shall support and consent to the granting of any such Motion to Approve Sale and entry of an Order to Approve Sale provided the same are consistent with the provisions of this Agreement.

7. Exclusivity.

(a) Provided this Agreement has not been terminated pursuant to Section 13, the Parties shall support extensions of the exclusivity period under section 1121 of the Bankruptcy Code for the Debtor's filing and seeking acceptances of a plan. In the event of the termination of this Agreement pursuant to Section 13, below, the Debtor's exclusivity periods under Section 1121 shall terminate immediately, and the Debtor shall provide at least seven (7) days' notice to Lender before filing a plan to which Lender has not consented.

(b) The Debtor shall prepare and file the appropriate motions and order to extend the exclusivity period under section 1121 of the Bankruptcy Code pursuant to Section 7(a) of this Agreement, which shall conditionally extend exclusivity for the filing of a plan through and including July 31, 2014 (or such later date on which the Parties have agreed in writing or in open court), provided this Agreement has not been terminated pursuant to Section 13 hereof and shall provide that in the event of termination pursuant to Section 13 hereof, the exclusivity period shall automatically terminate. The Debtor shall provide a draft of each such motion and order for review and approval by Lender and the Trustee at least seven (7) days prior to the date Debtor intends to file such motion and order. Each such motion and order shall be in form and substance acceptable to Lender and the Trustee. The Parties shall support and consent to the granting of any such motion and order provided the same are consistent with the provisions of this Agreement.

8. Motion to Dismiss.

The Parties shall request that the Bankruptcy Court continue the hearing on Lender's Motion to Dismiss from time to time pending termination of this Agreement pursuant to Section 13 hereof or the Closing. In the event of a termination of this Agreement pursuant to Section 13 hereof, Lender may immediately request the Bankruptcy Court to reset its Motion to Dismiss. In the event Closing occurs consistent with the terms of this Agreement, Lender shall withdraw its Motion to Dismiss within five (5) business days of Closing.

9. Cash Collateral.

While this Agreement is in effect, the Parties shall consent to the Debtor's continued use of Cash Collateral (as such term is defined in the Cash Collateral Order, as hereinafter defined), substantially on the terms and conditions set forth in the Third Interim Order Authorizing Use of Cash Collateral and Adequate Protection by Grand Centreville, LLC, entered on February 11, 2014 [clerk's docket no. 113] (the "**Cash Collateral Order**"), and to the continuation and extension of the Cash Collateral Order. While this Agreement remains in effect, the Debtor shall continue make payments to Lender required under the Cash Collateral Order, including without limiting the generality of the foregoing all debt service payments and escrows, the Additional Adequate Protection Payment (the "**APP**") in the amount of \$60,000 per month, and actual and reasonable legal fees and expenses incurred by Lender.

10. Payments to Lender at Closing.

(a) At Closing, the Debtor shall pay to Lender: (a) all accrued and unpaid actual and reasonable legal fees and expenses incurred by Lender; (b) all accrued and unpaid interest under the Note, computed at the non-default rate; (c) all outstanding principal under the Note; (d) the Yield Maintenance Charge (as defined below); and (e) subject to Subsection 10(d), below, Agreed Default Interest (as defined in Subsection 10(c), below). Provided that Closing occurs consistent with the provisions of this Agreement, the payments set forth in this Section 10 shall be in full and final satisfaction of all amounts due from Grand Centreville to Lender under the Loan Documents. All escrowed funds held by Lender or its agents shall be applied at Closing toward the amounts payable at Closing under this Agreement and the Loan Documents. Within

five (5) business days following Closing consistent with the provisions of this Agreement, Lender will withdraw its proof of claim filed in the Grand Centreville Case.

(b) “**Yield Maintenance Charge**” means the amount payable under Section 1.02(d) of the Note (estimated by Lender to be approximately \$1,455,000 as of April 1, 2014).

(c) “**Agreed Default Interest**” means (i) Two Million and No/100 Dollars (\$2,000,000.00) (the “**Default Interest Minimum Payment**”), plus (ii) an additional amount equal to the lesser of (A) One Million and No/100 Dollars (\$1,000,000.00) or (B) twenty percent (20%) of the gross proceeds of sale in excess of Forty Million and No/100 Dollars (\$40,000,000.00) (the amount computed pursuant to this subsection 10(c)(ii) is referred to as the “**Default Interest Sales Proceeds Payment**”).

(d) Notwithstanding the foregoing, the aggregate APP paid to Lender on or after January 1, 2014, shall be applied to, and credited against, the Default Interest Sales Proceeds Payment. In no event shall APP paid to Lender prior to January 1, 2014, be credited against any amount of Agreed Default Interest payable under this Section 10. Subject to the occurrence of the Closing, Lender shall be entitled to apply all APP paid to it prior to January 1, 2014, to amounts claimed by Lender on account of default interest, other than the Agreed Default Interest, and shall not be required to apply such APP to any other amount due under the Loan. APP that is, or was, paid to Lender, whether before, on, or after January 1, 2014, shall not reduce the amount of, or constitute a credit toward, the Default Interest Minimum Payment. Subject to the occurrence of the Closing, in the event that the aggregate amount of the APP paid to Lender from and after January 1, 2014, exceeds the amount of the Default Interest Sales Proceeds Payment, Lender shall be entitled to the excess amount of such APP to amounts claimed by Lender as being due on account of default interest, and shall not be required to apply such excess amount to any other amount due under the Loan.

11. Mutual Releases.

At Closing, Grand Centreville, the Receiver and the Trustee, on the one hand, and Lender and the other parties named therein, on the other, shall execute and deliver mutual releases of claims, in the forms attached hereto as **Exhibit A**.

12. Negative Covenant. The Parties covenant they shall not take any action inconsistent with this Agreement, including but not limited to filing any motion or plan inconsistent herewith.

13. Termination. In the event that any Party breaches any covenant set forth in this Agreement, including but not limited to Section 12, or any condition or event has failed to occur within the time required under this Agreement, any non-breaching Party may give written notice of such breach or failure of condition to the other Parties. The Party, or Parties, to whom such notice is given shall have three (3) days to cure the alleged breach or failed condition. In the event that such alleged breach or failed condition has not been cured within such three (3) day period, the non-breaching Party who gave such notice may terminate this Agreement by providing written notice of termination to the other Parties. Notwithstanding the foregoing, no notice or opportunity to cure shall apply with respect to (a) payments due at Closing or (b) any

dates that are expressly specified by firm calendar date (as opposed to a certain number of days prior to a firm calendar date) in this Agreement.

14. Reservation of Rights.

In the event that this Agreement is terminated for any reason prior to Closing, each Party shall reserve all rights, remedies, claims, causes of action and defenses against the other, and nothing in this Agreement shall constitute, or be construed as, a waiver, modification or release of any right, remedy, claim, cause of action or defense. Without limiting the generality of the foregoing, upon termination of this Agreement prior to Closing, the Parties reserve their respective positions with respect to the allowance or disallowance of default interest, and nothing herein shall constitute an admission or waiver with respect to the allowance or disallowance of default interest.

15. Representations and Warranties. Each of the Parties hereby represents and warrants to the others that:

- (a) Authorization. This Agreement constitutes the valid and legally binding obligation of such Party, enforceable in accordance with its stated terms. In the case of the Trustee and Grand Centreville, such representation and warranty is subject to the approval of the Bankruptcy Court.
- (b) No Assignments. Such Party has not, directly or indirectly, sold, assigned, pledged, transferred, hypothecated, encumbered or otherwise disposed of any claim against any of the other Parties.
- (c) Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required in connection with the matters set forth in this Agreement. In the case of the Trustee and Grand Centreville, such representation and warranty is subject to the approval of the Bankruptcy Court.
- (d) Litigation. Other than the Bankruptcy Cases and adversary proceedings filed in the Bankruptcy Cases, there are no actions, claims, suits, proceedings, actions or investigations existing, pending or threatened, that could affect the transactions contemplated by this Agreement.
- (e) Compliance with Other Instruments. Subject to the approval of the Bankruptcy Court, the execution, delivery and performance of and compliance with this Agreement will not result in the violation or default of any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment or decree, or be in conflict with or constitute, with or without the passage of time or giving of notice, a default under any such document or instrument, or require any consent or waiver under any such document or instrument, or result in the creation of any pledge, lien, encumbrance or charge upon the Property or any interest therein.

16. No Third Party Beneficiaries. This Agreement shall not be construed in any manner whatsoever to constitute a contract for the benefit of any person or entity not a Party hereto.

17. No Admission of Wrongdoing. Neither this Agreement nor any of its provisions, nor any correspondence related to the negotiation, drafting or approval of this Agreement, shall constitute an admission by any Party for purposes of any litigation by or between the Parties.

18. Entire Agreement; Amendments; No Waiver. This Agreement contains the entire agreement and understanding between the Parties pertaining to the subject matter of this Agreement and supersedes and replaces all prior and negotiations, agreements and proposed agreements, written or oral. No amendments, modifications, waivers or terminations of this Agreement shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

19. Interpretation. Each of the Parties acknowledges and agrees that it has been given the opportunity to independently review this Agreement with legal counsel and has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. This Agreement shall be deemed to have been drafted jointly by the Parties and shall be construed accordingly; and no provision hereof shall be construed or interpreted for or against either of the Parties.

20. Headings and Captions. Headings or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

21. Definitions. The words “and” and “or” shall be both conjunctive and disjunctive. The words “any” and “all” shall each mean “any and all.” Wherever herein reference is made to “days,” the same shall mean “calendar days.” Wherever in this Agreement a time period shall end on a day which is a Saturday, Sunday or legal holiday, said time period shall automatically extend to the next date which is not a Saturday, Sunday, or legal holiday.

22. Authority. The individuals signing this Agreement on behalf of the Parties represent and warrant that they are duly authorized and fully competent to do so; provided, however, that the Trustee’s and Grand Centreville’s authority remains subject to approval of the Bankruptcy Court.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

24. Venue and Jurisdiction. The Parties hereto consent to the exclusive personal and subject matter jurisdiction of and venue in the Bankruptcy Court for all disputes arising out of or relating to this Agreement, and consent to hearing and determination of all legal and factual matters, and entry of a final judgment, by the Bankruptcy Court. Any such disputes shall be brought only in

the Bankruptcy Court, which court shall retain jurisdiction to enforce the terms of this Agreement. In the event that the Bankruptcy Court lacks jurisdiction to hear or decide any dispute hereunder, the parties shall submit to the jurisdiction of the United States District Court for the Eastern District of Virginia, and if that court lacks jurisdiction, the parties shall submit to the jurisdiction and venue of the Circuit Court in and for Fairfax County, Virginia.

25. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

26. Execution in Counterparts. This Agreement may be executed by the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Any executed copy of this Agreement delivered by confirmed facsimile or by email with a PDF attachment shall be deemed to be binding to the same extent as an original executed copy of this Agreement.

27. Further Assurances. The Parties agree to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as the other Parties may reasonably require to implement and/or give effect to this Agreement and the transaction contemplated by it.

28. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

29. Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the Parties hereto and their respective estates, legal representatives, successors and assigns.

30. Notices. All notices required or permitted under this Agreement and all requests for approvals, consents, and waivers thereunder must be in writing and must be delivered by a method providing for proof of delivery (including express courier if receipt is acknowledged by the recipient) and will be deemed delivered when actually received. Fax and e-mail delivery methods may constitute written notice. Any notice or request will be delivered to the addresses specified below (or to such other address as may be specified in writing by the party entitled to receive notice):

As to the Trustee:

Raymond A. Yancey
2701 Williamsburg Street, Suite 104
Alexandria, Virginia 22314
Tel: (804) 690-1807
ray@rayancey.com

With a required copy to:

Bradford F. Englander, Esq.
Whiteford Taylor & Preston LLP
3190 Fairview Park Drive, Suite 300
Falls Church, Virginia 22042
Tel: (703) 280-9081
Fax: (703) 280-3370
e-mail: benglander@wtplaw.com

As to Grand Centreville and the Receiver:

Michael L. Schuett
Black Creek Consulting, Ltd.
P.O. Box 422
Crownsville, Maryland 21032

With a required copy to:

Lynn L. Tavenner
Tavenner & Beran, PLC
20 North Eighth Street, Second Floor
Richmond, Virginia 23219
Telephone: (804) 783-8300
Fax: (804) 783-0178

As to Lender:

Joyce Figueroa
LNR Partners, LLC
1601 Washington Avenue, Suite 700
Miami Beach, Florida 33139
Telephone: (305) 695-5753
Fax: (305) 695-5601

With a required copy to:

William C. Crenshaw
Mona M. Murphy
Akerman LLP
750 9th Street, N.W., Suite 700
Washington, D.C. 20001
Telephone: (202) 393-6222
Fax: (202) 393-5959

(Signatures on the following page)

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first above written.

Raymond A. Yancey,
In his capacity as Chapter 11 Trustee
For the Estates of Min Sik Kang and
Man Sun Kang

Michael L. Schuett, in his capacity
as: designated representative of
Grand Centreville, LLC; as
Principal of Black Creek Consulting, Ltd.,
Receiver for Grand Formation, Inc.,
Managing Member of Grand
Centreville, LLC; and as Principal
Of Black Creek Consulting, Ltd.,
Receiver for Grand Centreville, LLC

Wells Fargo Bank, N.A. as trustee for the
registered holders of JP Morgan Chase
Commercial Mortgage Securities Corp.,
Commercial Mortgage Pass-Through
Certificates, Series 2005-CIBC13

By: LNR Partners, LLC, its Attorney-In-Fact

By: _____
Name: _____
Title: _____

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Exhibit A to Settlement Agreement

[Releases to be Provided]