

<b>Ali v Zherka</b>
2019 NY Slip Op 32365(U)
August 6, 2019
Supreme Court, New York County
Docket Number: 153074/13
Judge: Arthur F. Engoron
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SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY

PRESENT: HON. ARTHUR F. ENGORON  
Justice

PART 37

Ali, Hamad  
-v-  
Zherka, Selim


INDEX NO. 153074/13  
MOTION DATE \_\_\_\_\_  
MOTION SEQ. NO. 011

The following papers, numbered 1 to \_\_\_\_\_, were read on this motion to/for \_\_\_\_\_  
Notice of Motion/Order to Show Cause — Affidavits — Exhibits \_\_\_\_\_ | No(s). \_\_\_\_\_  
Answering Affidavits — Exhibits \_\_\_\_\_ | No(s). \_\_\_\_\_  
Replying Affidavits \_\_\_\_\_ | No(s). \_\_\_\_\_

Upon the foregoing papers, it is ordered that this motion is resolved pursuant to  
the attached so-ordered settlement agreement.

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE  
FOR THE FOLLOWING REASON(S):

Dated: 8/6/2019

  
\_\_\_\_\_  
J.S.C.  
HON. ARTHUR F. ENGORON

- 1. CHECK ONE: .....  CASE DISPOSED  NON-FINAL DISPOSITION
- 2. CHECK AS APPROPRIATE: ..... MOTION IS:  GRANTED  DENIED  GRANTED IN PART  OTHER
- 3. CHECK IF APPROPRIATE: .....  SETTLE ORDER  SUBMIT ORDER  
 DO NOT POST  FIDUCIARY APPOINTMENT  REFERENCE

## SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (“Agreement”) is made by and among: (i) Fateh Saleh a/k/a Fath Saleh (“Fateh”), Monsour Al-Kabyalee a/k/a Monsour Al-Kabyaler a/k/a Monsour Al-Kabualer (“Monsour”), Hamad Ali (“Hamad”), and Hamid Ali (“Hamid”)<sup>1</sup> (collectively, “Plaintiffs”); (ii) Selim Zherka (“Zherka”), Silas Metro Holdings Corp. (“Silas”), and Signature Bank (“Signature”) (collectively, “Defendants”); and (iii) 2591 Realty LLC (“2591”), 800 Realty Corp. (“800”) and RKAN Realty LLC (“RKAN”) (individually “Entity” or collectively, “Entities”). Solomon & Siris P.C. (“Closing Document Escrow Agent,” and by Rex Whitehorn & Associates, P.C. (“Whitehorn,” “Tax Escrow Agent,” or “Tax Escrowee”); and is effective as of the date this Settlement Agreement is so-ordered (the “Effective Date”). Notwithstanding the foregoing, the Orders to be signed pursuant to paragraphs 1, 2 and 3 of this Agreement shall be effective upon the occurrence of the various closings as set forth and defined in this Agreement on or before sixty (60) days after the Effective Date. The “Plaintiffs,” “Defendants,” “Entities” each a “Party” and, together they are “Parties,” to this Agreement.

**WHEREAS**, 2591 was and shall be in the business of owning and operating a mixed use residential and commercial building located at 2591 8th Avenue, New York, New York 10030 (the “2591 Property”);

**WHEREAS**, 800 was and shall be in the business of owning and operating a mixed use residential and commercial buildings located at 1531 and 1535 Westchester Avenue, Bronx, New York 10472 (the “800 Property”);

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<sup>1</sup> For purposes of this Agreement and ease of reference, even though Hamid is not a Plaintiff in Action No. 1 or in Action No. 2 defined herein, he is included in the defined term “Plaintiffs.”

**WHEREAS**, RKAN was and shall be in the business of owning and operating a commercial building located at 1480 Westchester Avenue, Bronx, New York 10475 (the “RKAN Property”);

**WHEREAS**, the 2591 Property, the 800 Property, and the RKAN Property shall herein be collectively referred to herein as the “Properties”;

**WHEREAS**, Silas contends it is the record owner of the 800 Property by virtue of a deed dated July 14, 2011 from 800 to Silas for the properties located at 1531 Westchester Avenue, Bronx, New York and 1535 Westchester Avenue, Bronx, New York, recorded in the Office of the City Register in and for Bronx County and situated in Block 3773, Lots 3 and 5 under CFRN 2011000260659 (the “Silas-800 Deed”);

**WHEREAS**, Silas contends it is the record owner of the 2591 Property by virtue of a deed dated July 14, 2011 from 2591 to Silas for the 2591 Property recorded in the Office of the City Register of the City of New York in and for New York County and situated in Block 2041, Lot 47 under CFRN 2011000260660 (the “Silas-2591 Deed”);

**WHEREAS**, Silas contends it is the record owner of the RKAN Property by virtue of a deed dated July 14, 2011 from RKAN to Silas Metro for the property located at 1480 Westchester Avenue, Bronx, New York, recorded in the Office of the City Register in and for Bronx County and situated in Block 3738, Lot 38 under CFRN 2011000260658 (the “Silas-RKAN Deed”);

**WHEREAS**, pursuant to the Silas-800 Deed, Silas-2591 Deed, and the Silas-RKAN Deed, Silas held an insurable interest in the Properties under color of law and so insured the Properties pursuant to certain policies of insurance through, and including the Effective Date of this Agreement;

**WHEREAS**, Signature is the holder and mortgagee of consolidated mortgage on the Properties securing a lien in the original principal amount of \$4,900,000.00, evidenced by and

consisting of the mortgages and agreements, as consolidated, extended, and modified, set forth in the mortgage schedule annexed to this Agreement as Exhibit “V” (herein referred to as the “Signature Mortgage”);

**WHEREAS**, there is a dispute between the Parties as to the ownership of the Entities and the Properties and the validity of Signature’s mortgage lien as further described below;

**WHEREAS**, some of the Parties to this Agreement are involved in a lawsuit pending in the Supreme Court of the State of New York, County of New York, bearing Index No. 153074/13 (“Action No. 1”);

**WHEREAS**, the Action No. 1 pertains to a dispute between the Plaintiffs and the Defendants as to the true ownership of the Entities and the true ownership of certain real properties in New York City;

**WHEREAS**, some of the Parties to this Agreement are involved in a lawsuit pending in the Supreme Court of the State of New York, County of New York, bearing Index No. 150613/15 (“Action No. 2”);

**WHEREAS**, in Action No. 1 and in Action No. 2, the Defendants dispute the claims of the Plaintiffs and the Plaintiffs dispute the Counterclaims of Silas and Zherka, and the Defendants dispute the cross-claims against each other.

**WHEREAS**, Action Nos. 1 and 2 include, but are not limited to, claims against James G. Dibbini, and James G. Dibbini & Associates, P.C. (James G. Dibbini and James G. Dibbini & Associates, P.C., are hereinafter referred to, collectively as “Dibbini”) which claims against Dibbini have previously been discontinued in Action No. 2, but not in Action No. 1;

**WHEREAS**, Hamad Ali, 2591, 800, and RKAN previously commenced an action in the Supreme Court of the State of New York, County of Bronx entitled Hamad Ali, 2591 Realty LLC, 800 Realty Corp. and RKAN Realty LLC v. Fares Ali, Selim Zherka, Silas Metro Holdings Corp.,

James G. Dibbini and Associates, P.C., James G. Dibbini, Esq., Signature Bank, Custom Services, Inc. (Index No. 381305/2011) (the “Bronx Action”), which asserted the same and/or similar claims as set forth in Action No. 1; and

**WHEREAS**, the Bronx Action was dismissed against all of the defendants therein other than Fares Ali, against whom a default judgment was taken by Hamad and the Entities in the Bronx Action;

**WHEREAS**, by Notice of Motion dated August 14, 2015, in Action No. 1 and Action No. 2, Signature moved for and was granted leave to intervene in both actions by Orders dated November 2, 2015 respectively;

**WHEREAS**, Signature filed counterclaims in Action No. 1 and Action No. 2 with regard to the \$4.9 million blanket mortgage placed on the Properties by Silas (the “Silas Mortgage”);

**WHEREAS**, Plaintiffs’ motions for partial summary judgment in Action No. 1 were granted in part by this Court pursuant to Order dated November 14, 2016 and filed November 15, 2016 (the “SJ Order”);

**WHEREAS**, the SJ Order has not yet been reduced to a judgment in accordance with the terms thereof;

**WHEREAS**, the SJ Order shall be recalled by the Court on consent herein of the Parties and which SJ Order shall have no force and effect and shall be superseded by this So-Ordered Settlement Agreement.

**WHEREAS**, Signature’s Cross-Motion for a default judgment on its counterclaims was granted in part by this Court in Action No. 1 and Action No. 2 to the extent of declaring that Signature has an equitable mortgage on the Properties (the “Default Order”);

**WHEREAS**, the Defendants, Dibbini, Silas, and Zherka have filed Notices of Appeal from said SJ Order and enlargements of the time to perfect have been granted on consent of the Parties;

**WHEREAS**, the Defendants, Silas, Zherka, and Dibbini, have moved in Action No. 1 for leave to re-argue the motions resulting in the SJ Order and those re-argument motions are pending;

**WHEREAS**, the appeals and reargument motions shall be withdrawn upon the recall of the SJ Order;

**WHEREAS**, the Counterclaims and Cross-Claims of Silas and Zherka were not the subject of the motions for the SJ Order and are still pending against the Plaintiffs and Defendants in Action No. 1 and Action No. 2;

**WHEREAS**, in connection with Action No. 1, certain of the Parties hereto have entered or will enter into a separate letter agreement which, *inter alia*, discontinues with prejudice all causes of action, counterclaims, cross-claims, claims, etc. arising from or related to Action No. 1 between: (i) Dibbini and (ii) Fateh, Monsour, Hamad, Zherka, Silas, Signature, Hamid, and the Entities (the "Dibbini Agreement");

**WHEREAS**, in connection with Action No. 2, the Plaintiffs have reached a separate settlement agreement as to the claims asserted amongst themselves, and to which Zherka, Silas, Dibbini and Signature are not parties;

**WHEREAS**, in accordance with the terms of this Agreement, upon the payment of the sums set forth in this Agreement, including the payments to Silas as set forth below and the payoff of the Signature Mortgage as set forth in this Agreement, whether such payment be in full or of any portion thereof with respect to one or more of the Properties as such mortgage may be split and severed in accordance with the terms of this Agreement, but still resulting in the full payoff of the Signature Mortgage, ownership of the Properties (or, with respect to the payment of a portion of the Signature Mortgage that has been split and severed, ownership of such particular Property) will be resolved and confirmed as set forth herein;

**WHEREAS**, this Stipulation shall be So Ordered by the Court in order to implement the Settlement Agreement reached by the Parties hereto;

**WHEREAS**, the Parties desire that this Agreement have binding effect on and inure to the benefit of the Parties, their respective officers, agents, and employees, each of them, and their heirs, distributes, devisees, successors, and assigns provided that no Party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party; and

**WHEREAS**, to avoid the costs and uncertainties of pending litigation and appeals arising in whole or in part from the foregoing, and without any admission of liability or wrongdoing on the part of any Party, the Parties hereto now wish to settle all claims and other disputes in or relating to the Parties, the Properties and said pending litigation and appeals between or among them in Action No. 1 and in Action No. 2.

**NOW**, upon the mutual covenants, conditions and consideration contained herein and for other valuable consideration, it is hereby

**STIPULATED AND AGREED** by and between the Parties hereto and their respective counsel that the foregoing Action No. 1 and Action No. 2, and all Cross-claims and Counterclaims in Action No. 1 and Action No. 2, are hereby settled on the terms set forth herein below:

1. (a) **Silas-800 Deed.** Simultaneous with the submission of this Agreement to the Court to be so-ordered, the Parties shall submit the proposed Order annexed hereto as Exhibit "A" to the Court. The proposed Order provides, *inter alia*, that upon the occurrence of (i) the Closings (hereinafter defined) at which Signature and Silas are paid in full pursuant to this Agreement, or (ii) the Signature/Silas Closing (hereinafter defined) at which time the Entities shall refinance the Signature Mortgage as set forth in this Agreement and the Entities and the Plaintiffs shall deliver to Silas the security for the payments due Silas under this Agreement as provided for

in Paragraphs 5 and 18 and elsewhere in this Agreement, the Silas-800 Deed shall be void *ab initio* pursuant to this Agreement. The proposed Order also includes a provision directing the Office of the Clerk of Bronx County to enter, forthwith, the Order and provides that upon the Closings (hereinafter defined) or the Signature/Silas Closing (hereinafter defined), the Office of the City Register of the City of New York in and for Bronx County shall forthwith: (a) vacate the Silas-800 Deed from the applicable records, (b) make a notation on the records of the Office of the City Register of the City of New York in and for Bronx County to the effect that the Silas-800 Deed is vacated and, and (c) accept the proposed Order in the form annexed hereto as Exhibit "A" and the confirmatory deed (defined in Paragraph 4(a) of this Agreement) for recording. The Court has agreed to sign the proposed Order annexed hereto as Exhibit "A", upon this Agreement being So-Ordered and for such Order to be recorded only upon written confirmation to the Entities' title agent, Counsel Abstract, from the attorneys for the Parties of the fulfillment of the conditions precedent as herein provided, including, without limitation, the consummation of the Closings or the Signature/Silas Closing. Such confirmation is further described and defined in Paragraph 3 of this Agreement.

(b) **Silas-2591 Deed.** Simultaneous with the submission of this Agreement to the Court to be so-ordered, the Parties shall submit the proposed Order annexed hereto as Exhibit "B" to the Court. The proposed Order provides, *inter alia*, that upon the occurrence of (i) the Closings (hereinafter defined) at which Signature and Silas are paid in full pursuant to this Agreement, or (ii) the Signature/Silas Closing (hereinafter defined) at which time the Entities shall refinance the Signature Mortgage as set forth in this Agreement and the Entities and the Plaintiffs shall deliver to Silas the security for the payments due Silas under this Agreement as provided for in Paragraphs 5 and 18 and elsewhere in this Agreement, the Silas-2591 Deed shall be void *ab initio* pursuant to this Agreement. The proposed Order also includes a provision directing the

Office of the Clerk of New York County to enter, forthwith, such Order and provides that the Office of the City Register of the City of New York in and for New York County, upon the Closings (hereinafter defined) or the Signature/Silas Closing (hereinafter defined) shall forthwith: (a) vacate the Silas-2591 Deed from the records, (b) make a notation on the records of the Office of the City Register of the City of New York in and for New York County to the effect that the Silas-2591 Deed is vacated, and (c) accept the proposed Order in the form annexed hereto as Exhibit "B" and the confirmatory deed (defined in Paragraph 4(a) of this Agreement) for recording. The Court has agreed to sign the proposed Order annexed hereto as Exhibit "B", upon this Agreement being So-Ordered and for such Order to be recorded only upon written confirmation to the Entities' title agent, Counsel Abstract, from the attorneys for the Parties of the fulfillment of the conditions precedent as herein provided, including, without limitation, the consummation of the Closings or the Signature/Silas Closing. Such confirmation is further described and defined in Paragraph 3 of this Agreement.

(c) **Silas-RKAN Deed.** Simultaneous with the submission of this Agreement to the Court to be so-ordered, the Parties shall submit the proposed Order annexed hereto as Exhibit "C" to the Court which provides, *inter alia*, that upon the occurrence of (i) the Closings (hereinafter defined) at which Signature and Silas are paid in full pursuant to this Agreement, or (ii) the Signature/Silas Closing (hereinafter defined) at which time the Entities shall refinance the Signature Mortgage as set forth in this Agreement and the Entities and the Plaintiffs shall deliver to Silas the security for the payments due Silas under this Agreement as provided for in Paragraphs 5 and 18 and elsewhere in this Agreement, the Silas-RKAN Deed shall be void *ab initio* pursuant to this Agreement. The proposed Order also includes a provision directing the Office of the Clerk of Bronx County to enter, forthwith, such Order and provides that the Office of the City Register of the City of New York in and for Bronx County, upon the Closings (hereinafter defined) or the

Signature/Silas Closing (as hereinafter defined) shall forthwith: (a) vacate the Silas-RKAN Deed from the records, (b) make a notation on the records of the Office of the City Register of the City of New York in and for Bronx County to the effect that the Silas-RKAN Deed is vacated, and (c) accept the proposed Order in the form annexed hereto as Exhibit "C" and the confirmatory deed (defined in Paragraph 4(a) of this Agreement) for recording. The Court has agreed to sign the proposed Order annexed hereto as Exhibit "C", upon this Agreement being So-Ordered and for such Order to be recorded only upon written confirmation to the Entities' title agent, Counsel Abstract, from the attorneys for the Parties of the fulfillment of the conditions precedent as herein provided, including, without limitation, the consummation of the Closings or the Signature/Silas Closing. Such confirmation is further described and defined in Paragraph 3 of this Agreement. Each of the 800 Closing, the 2591 Closing, and the RKAN Closing, as defined in Paragraph 18(a)(i), (ii) and (iii), shall hereinafter be referred to as a "Closing," and, collectively, as the "Closings". The Closings must occur simultaneously no later than the 60<sup>th</sup> day after the Effective Date of this Agreement.

**2. Signature and Silas Closings.** If the Closings do not occur on or before the 60<sup>th</sup> day of the Effective Date of this Agreement, then the Entities shall close with Signature (a refinancing of the Signature Mortgage) and Silas as provided for, and subject to the conditions set forth, in Paragraph 18(c)(ii) of this Agreement (the "Signature/Silas Closing").

**3. Confirmation.** At and upon the consummation of the Closings or the Signature/Silas Closing, the attorneys for the Parties shall sign and deliver a joint written confirmation thereof to the Entities' title agent, Counsel Abstract (hereinafter "Counsel Abstract") and to the Closing Document Escrow Agent, acknowledging that the conditions for the recording of the Orders set forth in Paragraph 1(a), Paragraph 1(b) and Paragraph 1(c) of this Agreement (the "Orders") have been fulfilled and upon such confirmation, the Silas-2591 Deed, the Silas-800

Deed and the Silas-RKAN deed shall be deemed void ab initio and the Orders and the confirmatory deeds (defined in Paragraph 4(a) of this Agreement) shall be recorded forthwith (the "Confirmation").

4. (a) If requested in writing by the Entities, Silas shall execute confirmatory deeds to each Property to the applicable Entity on the Effective Date in the form annexed hereto as Exhibit "S", "T" and "U" (the "Confirmatory Deeds") and transfer tax forms and other forms for recording the Confirmatory Deeds. The Confirmatory Deeds, transfer tax forms and other forms for recording the Confirmatory Deeds shall be executed by Silas and delivered to the Closing Document Escrow Agent within seven (7) business days after such written request and the delivery to Silas of such transfer tax forms and other forms for recording the Confirmatory Deeds.

(b) **Separate Order.** In the event that the City Register of the City of New York in and for New York County and/or Bronx County requires any additional and/or separate order(s) or documents in order to vacate the foregoing deeds of record as described above in Paragraphs 1, 2, and/or 3 of this Agreement, the Parties hereby agree that they shall execute any such documents and/or stipulate to any such order as may be necessary to effectuate the transactions contemplated by this Agreement. With respect to Exhibits A, B, and C referenced herein, it is agreed to by the Parties that, inasmuch as additional documents including, without limitation, additional orders, may be needed to effectuate same, a reputable abstract company licensed in the State of New York who shall be a licensed issuing agent for a title insurance underwriter authorized to conduct business in the State of New York (the "Title Company") to be selected by Plaintiffs, may provide them to the Parties, which said forms shall not materially change the substantive and/or material portions of this Agreement.

(c) **Superseding Order.** This Agreement, when so-ordered, i.e., the Effective Date, shall supersede and replace the Order dated November 14, 2016 and filed November 15, 2016 (the

SJ Order), which Order shall be deemed recalled by the Court and without force or effect. The Plaintiffs, Silas and Zherka (and Dibbini pursuant to the Dibbini Agreement) have hereby consented thereto, Silas, Zherka (and Dibbini pursuant to the Dibbini Agreement) shall withdraw their appeals of the SJ Order and their reargument motions as moot with respect to the recalled SJ Order.

5. **Payments Due From Plaintiffs To Silas and Signature Upon Closings.**

(a) **Payments to Silas.** In consideration for the Parties entering into this Agreement, and the dismissal of Action No. 1 and Action No. 2, both with prejudice, including the withdrawal of all counterclaims, cross-claims, and the re-argument motions in said Actions and the appeal in Action No. 1, as detailed further below in this Paragraph, Plaintiffs shall pay to Silas the sum of One Million Two Hundred Thirty-Five Thousand (\$1,235,000.00), which shall be allocated and paid to Silas as follows:

(i) With respect to the 800 Property, the sum of Four Hundred Sixty-Two Thousand Five Hundred and 00/100 (\$462,500.00) Dollars (the "800 Payment") which shall be paid at either (1) the Closings, or (2) if the Closings do not occur, contemporaneous with the payoff of the New 800 Mortgage (hereinafter defined);

(ii) With respect to the 2591 Property, the sum of Three Hundred Ten Thousand and 00/100 (\$310,000.00) Dollars (the "2591 Payment") which shall be paid at either (1) the Closings, or (2) if the Closings do not occur, contemporaneous with the payoff of the New 2591 Mortgage (hereinafter defined);

(iii) With respect to the RKAN Property, the sum of Four Hundred Sixty-Two Thousand Five Hundred and 00/100 (\$462,500.00) Dollars (the "RKAN Payment") which shall be paid at either (1) the Closings, or (2) if the Closings do not occur, contemporaneous with the payoff of the New RKAN Mortgage (hereinafter defined); and

(iv) Under no event shall any transfer of ownership of the Properties, including but not limited to, each of the Closings, or any transfer of ownership of the Entities (or any beneficial ownership interest in each such Entity) with respect to each such Property (a “Transfer”), occur without Silas being paid the 800 Payment, the 2591 Payment and the RKAN Payment in advance of, or concurrent with such Transfer. The occurrence of a Transfer without Silas being paid the associated Payment shall constitute a default under this Agreement, and Silas shall have all rights and remedies associated with such a default.

(b) The 800 Payment, the 2591 Payment, and the RKAN Payment shall be made by official bank check payable to Silas drawn on a bank in the State of New York or a bank with an office or branch in the State of New York.

(c) The 800 Payment, the 2591 Payment, and the RKAN Payment may be subject to adjustment of apportionments in accordance with Paragraph 18(d) of this Agreement at the respective Closings (as set forth and defined at Paragraph 18(a)(i) through 18(a)(iii)) or if such Closings do not occur, then the apportionments shall be adjusted in accordance with Paragraph 18(d) and/or the Management Agreement (hereinafter defined) at the time of the 800 Payment, the 2591 Payment and the RKAN Payment, which shall be no later than the Signature/Silas Maturity/Payment Date provided for in Paragraph 18(c)(ii) of this Agreement.

(d) Security. If the Closings at which Signature and Silas are to be paid in full pursuant to this Agreement do not occur, Hamad, Fateh, Monsour, and Hamid then agree to pledge their respective shares and/or membership interests (as the case may be) in 800, 2591, and RKAN to Silas, and 800, 2591 and RKAN shall pledge the Additional Collateral set forth and described in the Pledge and Security Agreement and UCC-Financing Statement hereinafter referred to and defined, as security for the respective 800 Payment, 2591 Payment, and RKAN Payment due to Silas (which may be subject to adjustment in accordance with Paragraph 18(d) of

this Agreement) as more specifically set forth in in the Pledge and Security Agreement in form annexed hereto as Exhibit “D” (the “Pledge Agreement”) and in the UCC-1 Financing Statements annexed hereto as Exhibit “E”, which they shall sign contemporaneously with this Agreement. The Pledge Agreement and UCC-1 Financing Statements, which shall provide that such collateral set forth therein is subject and subordinate to the Signature Mortgage as well as any other mortgage and/or security instruments provided to Signature (including the New 800 Mortgage, New 2591 Mortgage and New RKAN Mortgage) in connection with the refinancing contemplated by Section 18(c)(ii), shall be delivered to the Closing Document Escrow Agent on the Effective Date and shall be released at the Signature/Silas Closing that the Parties shall consummate as required by this Agreement. In the event that the Signature/Silas Closing occurs, then the Closing Document Escrow Agent shall: (i) release the Pledge Agreement to Silas with a copy to the Plaintiffs and the Entities, and (ii) release the UCC-1 Financing Statements to Counsel Abstract for 800, 2591 and RKAN at the Closings for recording against the 800 Property, 2591 Property, and the RKAN Property in the Offices of the City Register of the City of New York for Bronx and New York County, as applicable, and for filing with the Department of State of the State of New York. Notwithstanding the foregoing, the Parties hereby authorize the Closing Document Escrow Agent to also record the UCC-1 Financing Statements against the 800 Property, 2591 Property and the RKAN Property in the Offices of the City Register of the City of New York for Bronx and New York County, as applicable, and file the UCC-1 Financing Statement with the Department of State of the State of New York. In the event of a Signature/Silas Closing, then upon the delivery of the 800 Payment, the 2591 Payment and the RKAN Payment on or before the Signature/Silas Maturity/Payment Date, the Pledge Agreement shall be terminated by delivering to 800, 2591 and RKAN (as the case may be) the applicable UCC-3 Termination Statement. If the Closings occur with financing from a lender other than Signature at which Signature and Silas are paid in full

pursuant to this Agreement, then the Closing Document Escrow Agent shall mark the Pledge Agreement and UCC-1 Financing Statements as “void” and release the same back to the Entities and the Plaintiffs at the Closings. It is expressly understood that upon the delivery of the 800 Payment, 2591 Payment, and RKAN Payment (which may be subject to adjustment in accordance with Paragraph 18(d) of this Agreement) at the Closings, that provision of the Pledge Agreement with respect to the shares and/or membership interests in 800, 2591, and RKAN and the Additional Collateral shall have no further force and effect and the respective certificates of shares and/or membership interest (as the case may be) in 800, 2591, and RKAN shall be released out of escrow as set forth in the Pledge Agreement and delivered to Hamad, Fateh, Monsour, and Hamid (as the case may be) at the Closings. In addition to the foregoing, upon the delivery of the 800 Payment, the 2591 Payment and the RKAN Payment at the Closings as provided for in this Agreement, the UCC-1 Financing Statements shall not be recorded by or on behalf of Silas. In the event any term, covenant, condition or agreement contained in this Paragraph 5(d) of the Agreement shall conflict or be inconsistent with any term, covenant, condition or agreement contained in the Pledge Agreement, then the Parties agree that the Pledge Agreement shall prevail.

(e) **Payoff Of The Signature Consolidated Mortgage.**

(i) At the Closings or Signature/Silas Closing, as applicable, Plaintiffs shall pay the amounts necessary to pay-off and satisfy the Signature Mortgage (the “Confirmed Signature Payoff Amounts” as defined in Paragraph 13 of this Agreement) in full, in accordance with, and as set forth in, Paragraphs 13 and 18 of this Agreement.

6. **Stipulations of Discontinuance and Cancellation of Notices of Pendency.**

(a) On the Effective Date of this Agreement the Parties shall execute stipulations of discontinuance with prejudice with respect to Actions No. 1 and No. 2 in the forms annexed hereto as Exhibits “F” and “G” discontinuing all actions with prejudice in their

entirety including, but not limited to, all claims, counterclaims and cross-claims asserted in each such action. Upon the Effective Date of this Agreement, any party may file the fully executed stipulations of discontinuance with prejudice in the forms annexed hereto as Exhibits “F” and “G” without further notice to any other party.

(b) On the Effective Date of this Agreement, the Parties shall execute a partial stipulation of discontinuance with prejudice with respect to the Bronx Action in the form annexed hereto as Exhibit “H” discontinuing the Bronx Action as against all Defendants in the Bronx Action with prejudice in their entirety, including, but not limited to, all claims, counterclaims and cross-claims asserted in the Bronx Action, except as to Defendant Fares Ali who is not released by the Parties in any way whatsoever. Upon the full execution of this Agreement, any party may file the fully executed partial stipulation of discontinuance with prejudice in the forms annexed hereto as Exhibit “H” without further notice to any other Party.

(c) Copies of the fully executed stipulations of discontinuance as set forth herein shall be provided to counsel for each of the Parties.

(d) On the Effective Date of this Agreement, the Parties shall execute stipulations cancelling the Notices of Pendency with respect to Actions No. 1 and No. 2, together with any required affidavits and/or affirmations pursuant to CPLR 6514 in the forms annexed hereto as Exhibits “I” and “J”. Copies of the fully executed stipulations cancelling the Notices of Pendency and required affidavits and/or affirmations pursuant to CPLR 6514 as set forth herein shall be provided to counsel for each of the Parties. Upon the full execution of this Agreement, Plaintiffs shall file the fully executed stipulations cancelling the Notices of Pendency and affidavits in support thereof, in the forms annexed hereto as Exhibits “I” and “J,” without further notice to any other Party.

(e) On the Effective Date of this Agreement, Silas and Zherka shall execute documents setting forth and confirming that the ownership interest of the Entities is as follows:

- (i) As to 800, Hamad and Monsour
- (ii) As to 2591, Hamad and Fateh
- (iii) As to RKAN, Hamad and Hamid

The document(s) shall also state that neither Silas nor Zherka have any ownership interest in the Entities as of the Effective Date of the Agreement. Copies of said executed documents shall be provided to counsel for each of the Parties.

7. **Additional Obligations.** In accordance with Paragraphs 5 and 18 of this Agreement regarding the implementation hereof, Silas, at each of the respective Closings, or upon the full payment to Signature and Silas pursuant to this Agreement on or before the Signature/Silas Maturity/Payment Date, as the case may be, shall:

(a) Turn over to the applicable entity the management and operation of each of the 800 Property, 2591 Property, and the RKAN Property, as the case may be;

(b) Turn over to each of 800, 2591 and/or RKAN, as the case may be, or their designated managing agent, if at all, any and all records and documents relating to the ownership (under color of law), possession, control, management, and/or operation of the Properties including, but not limited to, all keys to the Properties, all tenant files and records, all tenant leases, all DHCR records, all management records, all repair records, current rent rolls, rent arrears reports, , letters to tenants regarding transfer of deeds, violation records, service contracts, if any, all litigation files, if any, and all records of security deposits;

(c) Transfer and deliver to 800, 2591 and/or RKAN as the case may be, or their designated managing agent, if at all, any and all security deposits and all cash on hand including reserves, if any, relating to the possession, control, management of the Properties to the applicable

entity as set forth in this Agreement as of the date of each of the respective Closings, provided that at least seven (7) days advance notice of the date of each such Closing is given to Silas and the Escrow Agent; and

(d) If the Closings do not occur and Signature and Silas are not paid in full in accordance with this Agreement, then the Entities agree that Silas shall manage and operate each applicable Property, subject to and in accordance with its obligations and authority as set forth in Paragraph 8 of this Agreement and the Management Agreement annexed hereto as Exhibit “K” (the “Management Agreement”). The Entities shall sign the Management Agreement contemporaneously with this Agreement. The signed Management Agreement shall be delivered to the Closing Document Escrow Agent on the Effective Date of this Agreement. If the Closings occur, at which time Signature and Silas must be and are paid in full pursuant to this Agreement, then the Closing Document Escrow Agent shall mark the Management Agreement as “void” and release the same back to counsel for the Entities and Plaintiffs at the Closings. If the Closings do not occur, and the Signature/Silas Closing shall occur, as provided for in this Agreement, at which time the Closing Document Escrow Agent shall release the Management Agreement to Silas with a copy to the Entities and Plaintiffs.

During the above-described period(s) (from the Effective Date to the time Signature and Silas are paid in full pursuant to Paragraph 18(c)(ii) of this Agreement), Silas shall perform the duties as Manager at its own cost and expense as set forth in this Agreement and the Management Agreement including, but not limited to,

(e) If assignable and permissible, Silas (and/or Zherka if applicable) shall arrange for the transfer of all insurance policies covering Silas (and/or Zherka if applicable) as owner of the Properties (under color of law) to 800, 2591 and/or RKAN, as the case may be, so as to name the respective and applicable entity as an insured, as well as to arrange for said insurance

policies to name Silas as an additional insured. Each Entity with regard to its respective Property shall be named as an additional insured, to the extent permissible, in any existing insurance policies that cannot be assigned or that are not permitted to be assigned. If any or all of the above-described insurance policies are not assignable, then Silas (and/or Zherka if applicable) shall, as manager of the Properties under the Management Agreement, procure insurance on the Properties in the name of the Entities as insureds of the Properties and to name Silas as an additional insured. Such insurance shall be subject to approval by the Entities and Signature. Silas shall bear the cost and expenses of arranging the transfer and/or procuring of such insurance, inclusive of any additional underwriting fees, premiums, etc. as is necessary to effectuate this Subparagraph 7(e). At the Closing on each of the respective Properties, an adjustment shall be made with respect thereto in accordance with Paragraph 18(d) of this Agreement. Notwithstanding the foregoing, under no circumstances shall any and all title insurance policies, including, without limitation, owner's and lender's title insurance policies, be transferred or assigned in any way whatsoever, nor shall any Entity be made an additional insured with respect thereto,

(f) In the event any term, covenant, condition or agreement contained in this Paragraph 7 of the Agreement shall conflict or be inconsistent with any term, covenant, condition or agreement contained in the Management Agreement, then the Parties agree that the Management Agreement shall prevail.

(g) This Paragraph 7 of the Agreement shall survive the Closings or the Signature/Silas Closing, as the case may be, in accord with Paragraph 8(a) of this Agreement.

#### **8. Cooperation.**

(a) For a period of six (6) months immediately following each of the Closings, or the Signature/Silas Closing, as the case may be, Silas hereby agrees that it will cooperate with 800, 2591 and/or RKAN as the case may be with respect to the transfer of all documents, security

deposits and cash on hand (including any reserves, if any), and that Silas shall make its managing agent available to 800, 2591 and/or RKAN as the case may be in the event any issue(s) arises with regard to any of the management or ownership of the Properties, any tenant dispute, and/or any accounting that may be reasonably required.

(b) Taxes.

(i) The Parties agree that Zherka and the Entities will cooperate with the filing of the required state and federal income tax returns necessary to reinstate the Entities. All such taxes, penalties, interest, and fees related to the reinstatement of the Entities shall be split evenly as between the respective Entities, on the one hand, and Zherka and Silas (jointly and severally), on the other hand. Notwithstanding anything to the contrary, Zherka shall only be responsible for tax obligations related to his ownership (under color of law) and operation of the Entities.

(ii) Subject to the review of Zherka's and/or Silas's accountants, upon notice from the Entities' accountants as to any tax obligation due as referenced herein, Zherka and/or Silas shall deposit one-half of any such tax obligation (the "Tax Deposit") into Escrow prior to the Closings. The Tax Deposit shall be held by the Tax Escrowee in accordance with Paragraph 21 of this Agreement. The Tax Escrowee shall release any such Tax Deposit to Plaintiffs upon confirmation by Silas of the amount of the tax obligation reasonably due.

(iii) The rights and obligations of each Party as set forth in this Paragraph 8(b) shall survive each of the Closings.

(c) Notwithstanding the foregoing, Silas is not subject to a claim for an accounting or contribution, repayment, reimbursement or return as such claims, if any, are released under the Plaintiffs Group Release set forth in Paragraph 15 of this Agreement.

9. **Representations.**

(a) Silas. Silas hereby represents that:

(i) As of the date of transfer of records set forth in Paragraph 7 of this Agreement, Silas hereby represents, to the best of its knowledge, that the rent rolls for each of the Properties are accurate, that the amount of security for each tenant of the Properties represents the amount of security held by Silas for each such tenant, that the rent arrears are accurate, and that there is no pending litigation affecting any of the Properties or any tenant, except for Housing Court, Landlord-Tenant and/or eviction proceedings or actions.

(ii) To the best of Silas's knowledge, subject to confirmation by Signature, Silas hereby represents that the principal amount due under the Signature Mortgage as of the date of the execution of this Agreement is less than \$4,900,000.00;

(iii) Silas is current on all monetary obligations due under the terms of the Signature Mortgage as of the date of the execution of this Agreement, and that Silas is not in default of any obligations pursuant to the terms of the Signature Mortgage (except for any defaults which arose as a result of the actions referenced in Action No. 1, Action No. 2 and this Agreement).

(iv) During the period that Silas may be managing and controlling each of the Properties pursuant to the Management Agreement, if at all, pursuant to the terms of this Agreement, Silas shall maintain each Property in accordance with the terms of the Signature Mortgage and Silas shall ensure that no default of the Signature Mortgage occurs.

(b) Plaintiffs and the Entities. The Plaintiffs and the Entities hereby represent that, as of the Effective Date of this Agreement:

(i) the owners of the all of interests in the Entities are as follows:

(a) As to 800, Hamad (50% ownership) and Monsour (50% ownership);

(b) As to 2591, Hamad (1/3 ownership) and Fateh (2/3 ownership); and

(b) As to RKAN, Hamad (80% ownership) and Hamid (20% ownership).

(ii) If permissible, Silas, as manager, shall be named as an additional insured on any and all of the Entities' insurance policies obtained by Silas as Manager pursuant to Paragraph 7(d) or by permissible transfer pursuant to Paragraph 7(e), on or after the Effective Date, by or in the name of the Entities with respect to the Properties, except for any and all title insurance policies obtained by or in the name of the Entities.

10. **Survival.** The representations and obligations of Silas with respect to each of the Properties as set forth in Paragraphs 7, 8(a), and 9 of this Agreement shall survive this Agreement for a period of six (6) months from the Closing of each Property and, following each such Closing, the representations and obligations of Silas with respect to the associated Property shall be deemed to be forever discharged.

11. **Signature Mortgage Lien.**

(a) In accord with the proposed Orders to be signed annexed hereto as Exhibits "A", "B", and "C", the Signature Mortgage dated July 14, 2011 and recorded on August 8, 2011 is a valid and perfected first mortgage lien on the Properties in the original principal amount of \$4,900,000.00 as of August 8, 2011, the date it was originally recorded, and shall continue to be a valid lien until satisfied or refinanced pursuant to Paragraph 18 of this Agreement.

(b) In accord with the proposed Orders to be signed annexed hereto as Exhibits "A," "B", and "C", the Parties expressly agree and acknowledge that the Signature Mortgage is a valid and enforceable first lien against the Properties, as set forth above, regardless of the voiding of the deeds to the Properties in accordance with Paragraphs 1, 2, and 3 above. The Parties further

expressly agree and acknowledge that the Signature Mortgage is a valid and enforceable lien against the Properties until Signature has been paid off in accordance with the terms of this Agreement. Notwithstanding the foregoing, following the splitting and severance of any portion of the Signature Mortgage as set forth in Paragraph 13, and upon the repayment of the amount due Signature for such split and severed portion of the Signature Mortgage, the loan secured by the Signature Mortgage shall cease to be a lien on the Property that was the subject of such splitting and severance (except to the extent assigned to any new lender or except as modified by the documentation for the Signature/Silas Closing).

12. **Mortgage Maturity Date(s).** The Parties agree that the principal and all accrued interest due under the terms of the Signature Mortgage shall be due and payable on the maturity date of the Signature Mortgage, or sooner in the event of: (a) payoff at the Closings, (b) refinance by Signature at the Signature/Silas Closing, (c) default of any obligations pursuant to the terms of the Signature Mortgage, including a default on the payment of all sums due under the terms of the Signature Mortgage and note or (d) default under this Agreement to pay off the Signature Mortgage or if the Signature/Silas Closing does not occur. Notwithstanding anything to the contrary in this Agreement, all monthly payments due to Signature pursuant to the Signature Mortgage and note, shall be paid each month when due, and the failure to make such timely payments shall constitute a default under the Signature Mortgage and note secured thereby as more fully set forth under the loan documents.

13. **Lender Agreement to Split and Sever Signature Mortgage in Whole or in Part and Payoff of Signature.**

(a) The Parties agree that Plaintiffs may, but are not obligated to, refinance the monies due under the Signature Mortgage or under any or all split and severed portion(s) thereof at the Closings by mortgage loans to be secured by each of the Properties, which mortgage loans

may, but are not obligated to, be effectuated, in whole or in part, by an assumption and modification of the Signature Mortgage or a part thereof, which refinancing may be given by Signature or by a lender other than Signature pursuant to Paragraph 18(c).

(b) In furtherance of the Closings to occur as set forth herein, Signature agrees that, upon request by the Entities, Signature will split and sever the Signature Mortgage into as many as three (3) separate mortgages, notes, and if requested, applicable assignments of leases and rents in the principal amounts that are approximately as follows:

- (i) approximately \$2,038,000.00 as to the 800 Property;
- (ii) approximately \$503,000.00 as to the 2591 Property; and
- (iii) approximately \$2,070,000.00 as to the RKAN Property.

The existing assignment of leases and rents shall be terminated at Closings that are financed by a lender other than Signature Bank. If Signature Bank refinances at the Signature/Silas Closing in accordance with Paragraph 18(c)(ii) of this Agreement, the existing assignments of leases and rents shall be terminated and replaced by new assignments of leases and rents.

(c) The Parties agree and acknowledge that the principal amounts set forth above reflect the approximate amount of the payoff of the principal portion of the Signature Mortgage and note associated with each such Property as of the Effective Date of this Agreement. Signature shall confirm that actual payoff amount of the portion of the Signature Mortgage applicable to each such Property (with respect to the 2591 Property, the "Confirmed 2591 Payoff Amount"; with respect to the RKAN Property, the "Confirmed RKAN Payoff Amount"; with respect to the 800 Property, the "Confirmed 800 Payoff Amount"; collectively the "Confirmed Signature Payoff Amounts") as of the date of each of the Closings or the Signature/Silas Closing, such confirmation to be provided in due course following request for such confirmation.

(d) The Confirmed Signature Payoff Amounts shall include and itemize: (i) any and all costs or fees to be paid upon the payoff of the Signature Mortgage or part thereof, including, but not limited to, any fees and/or costs assessed upon the full payment of the Signature Mortgage in advance of the maturity date of such mortgage (“Prepayment Costs”), (ii) any and all costs and fees incurred or customarily charged by Signature and its counsel associated with the splitting and severance of the Signature Mortgage and the Closings or the Signature/Silas Closing (collectively “Closing Costs”), and (iii) any outstanding and unpaid interest, as more fully set forth in the payoff letters to be provided in connection with the Closings or the Signature/Silas Closing, as the case may be. The aforementioned Closing Costs include, but are not limited to, Signature’s attorneys’ fees associated therewith, recording costs, transfer taxes (if any), and/or assignment fees (if any).

(e) Signature shall be paid the Confirmed Signature Payoff Amounts (including Closing Costs) associated with each Property, as confirmed by Signature in accordance with this Paragraph 13(e) at the Closings, or, if the Closings do not occur, then on or before the Signature/Silas Maturity/Payment Date. Under no event shall any transfer of ownership of the Properties, including but not limited to each of the Closings, or any transfer of ownership of the Entities (or any beneficial ownership interest in each such Entity) with respect to each such Property (a “Transfer”), occur without Signature being paid the Confirmed Signature Payoff Amounts associated with each Property in advance of, or concurrent with such Transfer. The occurrence of a Transfer without Signature being paid the associated Confirmed Signature Payoff Amounts shall constitute a default under the Signature Mortgage and note, and Signature shall have all rights and remedies associated with such a default. In the event that the Closings or the Signature/Silas Closing, as applicable, does not timely occur, then such failure shall constitute a default under the Signature Mortgage and note, and Signature shall have all rights and remedies associated with such a default.

14. **Additional Conditions.** Simultaneously with execution and delivery of this Agreement:

(a) Silas shall execute and deliver to 800, 2591 and RKAN respectively, an assignment of all leases in the name of Silas and associated security deposits, and rents relating to the respective 800 Property, 2591 Property, and RKAN Property (respectively, the "800 Assignment, 2591 Assignment, and RKAN Assignment") in the form annexed hereto respectively as Exhibits "M," "N," and "O," Said assignments shall be delivered to the Closing Document Escrow Agent upon the execution and delivery of this Agreement. At the Closings, or the Signature/Silas Closing, as the case may be, the Closing Document Escrow Agent shall release said assignments to the title agent, Counsel Abstract, for 800, 2591 and RKAN for recording against the respective 800 Property, 2591 Property, and RKAN Property. It is expressly understood and agreed that the 800 Assignment, 2591 Assignment, and RKAN Assignment shall be subordinate to the Management Agreement and Pledge Agreement, the New Mortgages (and related security instruments in favor of Signature), the Signature Mortgage, and the Assignment of Leases and Rents that Silas executed in favor of Signature in connection with the Signature Mortgage, which Assignment of Leases and Rents are recorded against the Properties at CRFN 2011000278375 (the "Signature Assignment") and/or the replacement assignment of leases and rents that may be executed by the Entities. Upon payment of the Confirmed 800 Payoff Amount with respect to the 800 Property, the Confirmed 2591 Payoff Amount with respect to the 2591 Property, and the Confirmed RKAN Payoff Amount with respect to the RKAN Property, each of the 800 Assignment, 2591 Assignment, and RKAN Assignment shall terminate and shall be released from the Signature Mortgage and/or any split and severed split and severed mortgages thereof. The form of Assignments annexed hereto as Exhibits "M," "N," and "O" shall reflect that

such Assignments are subject and subordinate to the Signature Mortgage, the Signature Assignment, and the New Mortgages (and related security instruments in favor of Signature).

(b) the Plaintiffs shall cause to be delivered to Defendants executed general releases between: (a) Ten Family LP and (b) the Defendants in the form annexed hereto as Exhibit "L."

**15. Plaintiffs' Group Release.**

(a) As of the Effective Date of this Agreement, Fateh, Monsour, Hamad, Hamid, and the Entities, together with each of their past, present, and future parents, subsidiaries, divisions, partners, shareholders, members, managers, directors, officers, representatives, investors, bankers, trustees, stockholders, attorneys, agents, employees, affiliated persons, firms, limited liability companies, partnerships, corporations, associations, predecessors, heirs, executors, administrators, distributees, devisees, successors, and assigns (collectively, the "Plaintiffs' Group Releasers"), hereby release and forever quitclaim and discharge Zherka, and Silas and their past, present, and future parents, subsidiaries, divisions, partners, shareholders, members, managers, directors, officers, representatives, investors, bankers, trustees, stockholders, attorneys, agents, title insurers (including, but not limited to First American Title Insurance Company), title agents, employees, affiliated persons, firms, limited liability companies, partnerships, corporations, associations, predecessors, heirs, executors, administrators, distributees, devisees, successors, and assigns (collectively, the "Defendants Group Releasees"), from and against any and all actions, causes of action, suits, covenants, liabilities, demands, contracts, agreements, claims (including claims for fraud and fraudulent inducement to enter into this Agreement), obligations, damages, costs, and expenses of every kind whatsoever, whether individual, class, derivative, representative, legal, equitable, civil, and whether arising under state or federal law, or any other type or in any other capacity against any of the Defendants Group

Releasees, which the Plaintiffs Group Releasers ever had, now have, or will have, whether known or unknown, from the beginning of the universe to the date of the full execution of this Agreement that were or could have been asserted in Action No. 1, Action No. 2, and the Bronx Action (collectively, the "Plaintiffs Group Released Claims"). . The foregoing shall not apply to Fares Ali and/or the facts alleged, or that could have been alleged in Action No. 1, Action No. 2 and the Bronx Action as against to Fares Ali. Notwithstanding the foregoing, however, but subject to the time limitations set forth in Paragraph 10 of this Agreement as same relate to Silas, the Plaintiffs Group Releasers do not release the Defendants Group Releasees from their obligations under this Agreement, the Management Agreement, the Pledge Agreement, any claims Plaintiffs Group Releasers may have to enforce this Agreement the Management Agreement, and/or the Pledge Agreement, and otherwise with respect to a breach of this Agreement, the Management Agreement, and/or the Pledge Agreement. Further notwithstanding the foregoing, the Plaintiff Group Releasers are not releasing any claim that they may have against any of the Defendant Group Releasees that is not related to Action No. 1, Action No. 2, and/or the Bronx Action.

(b) As of the Effective Date of this Agreement, the Plaintiffs' Group Releasers hereby release and forever quitclaim and discharge Signature and its past, present, and future parents, subsidiaries, divisions, partners, shareholders, members, managers, directors, officers, representatives, investors, bankers, trustees, stockholders, attorneys, agents, title insurers (including, but not limited to First American Title Insurance Company), title agents, employees, affiliated persons, firms, limited liability companies, partnerships, corporations, associations, predecessors, heirs, executors, administrators, distributees, devisees, successors, and assigns (collectively, the "Signature Releasees"), from and against any and all actions, causes of action, suits, covenants, liabilities, demands, contracts, agreements, claims (including claims for fraud and fraudulent inducement to enter into this Agreement), obligations, damages, costs, and expenses of

every kind whatsoever, whether individual, class, derivative, representative, legal, equitable or civil, and whether arising under state or federal law, or any other type or in any other capacity against any of the Signature Releasees, which the Plaintiffs Group Releasers ever had, now have, or will have, whether known or unknown, from the beginning of the universe to the date of the full execution of this Agreement, including, without limitation any claims, cross-claims, counterclaims or causes of action arising from or in any way relating to the Plaintiffs, the Properties, the Entities, and/or the facts alleged, or that could have been alleged, whether or not known to the Plaintiffs or the Entities, in Action No. 1, Action No. 2, and/or the Bronx Action, and any claims, cross-claims, counterclaims or causes of action that were asserted or could have been asserted in Action No. 1, Action No. 2, and/or the Bronx Action, and/or any title claims related to the Properties. Notwithstanding the foregoing, however, the Plaintiffs Group Releasers do not release the Signature Releasees from their obligations under this Agreement, or otherwise with respect to a breach of this Agreement.

**16. Defendants Group Release.**

(a) As of the Effective Date of this Agreement, Zherka, and Silas, together with each of their past, present, and future parents, subsidiaries, divisions, partners, shareholders, members, managers, directors, officers, representatives, investors, bankers, trustees, stockholders, attorneys, agents, employees, affiliated persons, firms, limited liability companies, partnerships, corporations, associations, predecessors, heirs, executors, administrators, distributees, devisees, successors, and assigns (collectively, the "Defendants Group Releasers"), hereby release and forever quitclaim and discharge Fateh, Monsour, Hamad, Hamid, the Entities, and their past, present, and future parents, subsidiaries, divisions, partners, shareholders, members, managers, directors, officers, representatives, investors, bankers, trustees, stockholders, attorneys, agents, employees, affiliated persons, firms, limited liability companies, partnerships, corporations,

associations, predecessors, heirs, executors, administrators, distributees, devisees, successors, and assigns (collectively, the "Plaintiffs Group Releasees"), from and against any and all actions, causes of action, suits, covenants, liabilities, demands, contracts, agreements, claims (including claims for fraud and fraudulent inducement to enter into this Agreement), obligations, damages, costs, and expenses of every kind whatsoever, whether individual, class, derivative, representative, legal, equitable, civil, and whether arising under state or federal law, or any other type or in any other capacity against any of the Plaintiffs Group Releasees, which the Defendants Group Releasers ever had, now have, or will have, whether known or unknown, from the beginning of the universe to the date of the full execution of this Agreement that were or could have been asserted in Action No. 1, Action No. 2, and the Bronx Action except as relates to Fares Ali and/or the facts alleged, or that could have been alleged in Action No. 1, Action No. 2 and the Bronx Action (collectively, the "Defendants Group Released Claims"). The foregoing shall not apply to Fares Ali, including, without limitation, the facts alleged, or that could have been alleged, in Action No. 1, Action No. 2 and the Bronx Action against Fares Ali. Notwithstanding the foregoing, however, the Defendants Group Releasers do not release the Plaintiffs Group Releasees from their obligations under this Agreement, the Management Agreement, and/or the Pledge Agreement, any claims Defendants Group Releasers may have to enforce this Agreement, the Management Agreement, and/or the Pledge Agreement, or otherwise with respect to a breach of this Agreement the Management Agreement, and/or the Pledge Agreement. Further notwithstanding the foregoing, the Defendant Group Releasers are not releasing any claim that they may have against any of the Plaintiff Group Releasees that is not related to Action No. 1, Action No. 2, and/or the Bronx Action.

(b) As of the Effective Date of this Agreement, the Defendants' Group Releasers hereby release and forever quitclaim and discharge the Signature Releasees from and

against any and all actions, causes of action, suits, covenants, liabilities, demands, contracts, agreements, claims (including claims for fraud and fraudulent inducement to enter into this Agreement), obligations, damages, costs, and expenses of every kind whatsoever, whether individual, class, derivative, representative, legal, equitable or civil, and whether arising under state or federal law, or any other type or in any other capacity against any of the Signature Releasees, which the Defendants Group Releasors ever had, now have, or will have, whether known or unknown, from the beginning of the universe to the date of the full execution of this Agreement arising out of the Signature Mortgage, the Properties, the Entities, Actions No. 1, Action No. 2, the Bronx Action, and/or the facts alleged, or that could have been alleged, whether or not known to the Defendants Group Releasors in Action No. 1, Action No. 2, and/or the Bronx Action, and any claims, cross-claims, counterclaims or causes of action that were asserted or could have been asserted in Action No. 1, Action No. 2, and the Bronx Action, and/or any title claims related to the Properties. Notwithstanding the foregoing, however, the Defendants Group Releasors do not release the Signature Releasees from their obligations under this Agreement and any claims Defendants Group Releasors may have to enforce this Agreement or otherwise with respect to a breach of this Agreement.

#### 17. **Signature Releases**

As of the date the Signature Mortgage has been repaid in full or refinanced in full by a new lender, Signature hereby releases and forever quitclaims and discharges Fateh, Monsour, Hamad, Hamid, the Entities, Zherka, and Silas, and each of their past, present, and future parents, subsidiaries, divisions, partners, shareholders, members, managers, directors, officers, representatives, investors, bankers, trustees, stockholders, attorneys, agents, employees, affiliated persons, firms, limited liability companies, partnerships, corporations, associations, predecessors, heirs, executors, administrators, distributees, devisees, successors, and assigns (collectively, the

“Signature Releasees”), from and against any and all actions, causes of action, suits, covenants, liabilities, demands, contracts, agreements, claims (including claims for fraud and fraudulent inducement to enter into this Agreement), obligations, damages, costs, and expenses of every kind whatsoever, whether individual, class, derivative, representative, legal, equitable or civil and whether arising under state or federal law, or any other type or in any other capacity against any of the Signature Releasees, solely with respect to any claims, counterclaims, cross-claims, or causes of action arising from or in any way relating to the facts alleged in Action No. 1, Action No. 2, and/or the Bronx Action as to the Signature Releasees and any claims, counterclaims, cross-claims, or causes of action that were asserted or could have been asserted in Action No. 1, Action No. 2, and/or the Bronx Action (collectively, the “Signature Released Claims”). Notwithstanding the foregoing, however, the Signature Releasers do not release and are not releasing the Signature Releasees from their obligations under this Agreement, the Signature Mortgage, and any associated note and other loan document executed in connection with the Signature Mortgage, and any claims the Signature Releasers may have to enforce this Agreement, the Signature Mortgage and any associated note and other loan document executed in connection with the Signature Mortgage, or otherwise with respect to a breach of this Agreement, the Signature Mortgage and under the Signature Mortgage and any associated note and other loan document executed in connection with the Signature Mortgage. Further notwithstanding the foregoing, the Signature Releasers are not releasing any right to foreclose on the Signature Mortgage or otherwise to enforce the Signature Mortgage and any associated note and other loan document executed in connection therewith, in the event of any default thereof. Further notwithstanding the foregoing, the Signature Releasers are not releasing any claim that Signature may have against any of the Signature Releasees that is not related to Action No. 1, Action No. 2, and/or the Bronx Action.

**18. Closing and Implementation.**

**(a) Closings.**

(i) “800 Closing” means the closing on the refinancing with a lender other than Signature that occurs within (60) days of the Effective Date (contemporaneously with the 2591 Closing and RKAN Closing) that pays in full the Confirmed 800 Payoff Amount and the 800 Payment and that pays in full the payment to Silas provided for in Paragraph 5(a)(i) of this Agreement.

(ii) “2591 Closing” means the closing on the refinancing with a lender other than Signature that occurs within (60) days of the Effective Date (contemporaneously with the 800 Closing and RKAN Closing) that pays in full the Confirmed 2591 Payoff Amount and the 2591 Payment and that pays in full the payment to Silas provided for in Paragraph 5(a)(ii) of this Agreement.

(iii) “RKAN Closing” means the closing on the refinancing with a lender other than Signature that occurs within (60) days of the Effective Date (contemporaneously with the 800 Closing and 2591 Closing) that pays in full the Confirmed RKAN Payoff Amount and the RKAN Payment and that pays in full the payment to Silas provided for in Paragraph 5(a)(iii) of this Agreement. The 800 Closing, the 2591 Closing and RKAN Closing shall occur simultaneously and all Closings shall occur on or before the 60-day period immediately following the Effective Date of this Agreement.

(b) After at least twenty (20) days’ notice for the Closings in accordance with this Paragraph 18 (such notice to be provided in accordance with Paragraph 32 hereof), each such respective Closing shall take place simultaneously and at the office of the respective lender, the respective lender’s attorney or the Court. The final payment due under the Signature Mortgage and note shall be paid by the Plaintiffs and/or the applicable entity as set forth in Paragraph 5 above

at the last of the Closings or, if applicable, the Signature/Silas Closing, and not by Silas, but until Signature has been paid in full, nothing herein shall release Silas from any obligation under the documents executed in connection with the Signature Mortgage.

(c) No more than thirty (30) days after the Effective Date of this Agreement, the Entities shall provide written notice to Signature and to Silas, whether it has secured financing by a lender other than Signature to proceed to the Closings.

(i) If the Entities have secured such financing by a lender other than Signature, the Entities shall proceed to the Closings on or before the 60<sup>th</sup> day after the Effective Date and make such payments to Signature and to Silas at the respective Closings so as to pay Signature and Silas in full pursuant to this Agreement.

(ii) If the Entities have not secured such financing by a lender other than Signature, then the Entities shall proceed to the Signature/Silas Closing on or before the 60<sup>th</sup> day after the Effective Date with refinancing by Signature, subject to the satisfaction of the terms and subject to the conditions set forth in Exhibits "P," "Q," and "R" respectively for the 800 Property, the 2591 Property and the RKAN Property. At the Signature/Silas Closing and subject to the conditions set forth in Exhibits "P," "Q," and "R" respectively for the 800 Property, the 2591 Property and the RKAN Property, Signature shall refinance the Signature Mortgage by a separate loan and mortgage for the 800 Property (the "New 800 Mortgage"), the 2591 Property (the "New 2591 Mortgage"), and the RKAN Property (the "New RKAN Mortgage") (collectively, the "New Mortgages"). At the Signature/Silas Closing, the attorneys for the Parties shall jointly sign and deliver the Confirmation to Counsel Abstract, and the Closing Document Escrow Agent (the written Confirmation to Counsel Abstract and to the Closing Document Escrow Agent, as provided for in Paragraph 3 of this Agreement, , acknowledging that the conditions precedent to the immediate and forthwith recording of the Confirmatory Deeds and the Orders, as set forth in

Paragraphs 1(a), 1(b) and 1(c), have been fulfilled), at which time the signed Orders (in the form annexed as Exhibits “A”, “B” and “C”) shall become effective. At the Signature/Silas Closing and upon receipt by the Closing Document Escrow Agent of the Confirmation, the Pledge Agreement and the Management Agreement shall be released from escrow and delivered by the Closing Document Escrow Agent to Silas and the Confirmatory Deeds, the Silas Assignment of Leases and Rents, and UCC-1 Financing Statements shall be released from escrow, delivered, filed and recorded against the respective Properties as provided for in this Agreement and the 2591 Certificates, 800 Certificates and RKAN Certificates and associated instruments of transfer shall be delivered in escrow to Whitehorn, the Tax Escrowee. The Entities shall, at their cost and expense, provide Signature with new loan policies of title insurance in a form approved by Signature. The payment(s) due to Silas under this Agreement, the 800 Payment, the 2591 Payment and the RKAN Payment, as set forth in Paragraph 5(a) through 5(c) and Paragraph 18 of this Agreement, shall be made at the same time as the payments due Signature are paid pursuant to Paragraphs 13 and 18 of this Agreement, and under any circumstances, but no later than the maturity date set forth in the Signature Mortgage loan documents executed in the event of a Signature/Silas Closing pursuant to this Paragraph 18(c)(ii) (the “Signature/Silas Maturity/Payment Date”).

(d) **Apportionments.**

(i) To the extent applicable, the following shall be apportioned as of 11:59 p.m. of the day before the day of the Closings with respect to the applicable Property, or if the Closings do not occur, then upon Payment to Silas made in full on or before the Signature/Silas Maturity/Payment Date; (1) taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed; (2) fuel; (3) premiums on existing transferable insurance policies and renewals

of those expiring prior to Closing; (4) vault charges; (5) rents as and when collected; and (6) security deposits.

(ii) If there is a water meter on the Premises, Silas shall furnish a reading to a date not more than 30 days before Closings, or if the Closings do not occur, then upon Payment to Silas made in full on or before the Signature/Silas Maturity/Payment Date, and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

(iii) Any errors or omissions in computing apportionments or other adjustments at the Closings, or if the Closings do not occur, then upon Payment to Silas made in full on or before the Signature/Silas Maturity/Payment Date, shall be corrected within a reasonable time following Closing. This subparagraph shall survive the Closings.

**19. Ratification.**

Notwithstanding the entry of the Orders that will void *ab initio* the respective deeds to the Properties as set forth in Paragraphs 1(a), (b) and (c), any and all leases and contracts including, but not limited to, any and all insurance policies, entered into by Silas and/or Zherka or their respective managers, agents, and assigns during the period of time Silas and/or Zherka was record owner of the Properties under color of law through and including the recording date of said Orders, are hereby ratified, adopted, assigned to and/or assumed by 800, 2591, and RKAN respectively and are valid and enforceable, to the extent such contracts, leases, including any and all insurance Policies are assignable. Notwithstanding the foregoing, this Paragraph 19 shall not apply to any and all title insurance policies, including, without limitation, owner's and lender's title insurance policies, which shall not be assigned or transferred in any way whatsoever.

**20. Indemnification.**

(a) Silas and Zherka assumes liability for, and does hereby agree to defend, indemnify and hold harmless the Plaintiffs and Entities, at Silas and Zherka's sole cost and expense

from and all actions, causes of action, suits, proceedings, liabilities, obligations, losses, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, claims, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity arising with respect to the Properties or the ownership, possession, management and/or control of the Properties by Silas and/or Zherka through, and including, the Effective Date of this Agreement.

(b) It is expressly understood that the indemnity obligations contained in this Agreement shall be up to, and not exceed, the limitations of all available insurance policies procured and/or maintained by Silas (as owner under color of law and/or manager) for the Properties or liabilities through, and including, the Effective Date of this Agreement.

(c) The defense and indemnity obligations contained in this Agreement shall survive this Agreement, the Closings, and/or the termination of the Management Agreement.

## 21. Closing Document Escrow

(a) The Silas Assignment of Leases and Rents to the Entities, the Pledge Agreement, the Management Agreement, all original certificates and shares of ownership and/or membership interests in the Entities and the UCC-1 Financing Statements are the Closing Documents to be held by the Closing Document Escrow Agent who shall deliver the Closing Documents to and in the manner as provided for in paragraphs 1, 3, 4(a), 5(d), 7(d), 14 and 18, as applicable.

(b) The parties acknowledge that the Closing Document Escrow Agent is holding the Closing Documents for all purposes as Closing Document Escrow Agent and is acting solely at the Parties' request and for their convenience and that Closing Document Escrow Agent shall not be liable to any party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Closing Document

Escrow Agent. All Parties other than Signature jointly and severally agree to defend, indemnify and hold Closing Document Escrow Agent harmless from and against all costs, claims and expenses (including reasonable attorney's fees) incurred in connection with the performance of Closing Document Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by Closing Document Escrow Agent in bad faith or in willful disregard of this contract or involving gross negligence on the part of Closing Document Escrow Agent.

(c) Closing Document Escrow Agent may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

(d) The parties acknowledge that as of the effective date, Solomon & Siris, P.C. shall act solely as the Closing Document Escrow Agent and will no longer act as counsel for Silas. Rex Whitehorn & Associates, P.C. will represent Silas going forward.

## 22. Tax Deposit Escrow

(a) Whitehorn ("Tax Escrowee") shall hold the Tax Deposit, if necessary. Tax Escrowee shall not hold the Tax Money in an interest-bearing account for the benefit of the parties. The Social Security or Federal Identification numbers of the parties shall be furnished to Tax Escrowee upon request. If any party demands a release of the Tax Payment, Tax Escrowee shall give prompt Notice to all parties of such demand. If Tax Escrowee does not receive Notice of objection from such other parties to the release of the Tax Deposit, Tax Escrowee is hereby authorized and directed to take such steps as necessary to release the Tax Deposit as directed. If Tax Escrowee does receive such Notice of objection within such 10 day period or if for any other reason Tax Escrowee in good faith shall elect not release any Tax Deposit, Tax Escrowee shall continue to hold such deposit until otherwise directed by Notice from the parties to this Agreement

or a final, nonappealable judgment, order or decree of a court. However, Tax Escrowee shall have the right at any time to deposit with the clerk of a court in the county in which the Premises are located any Tax Deposit and shall give Notice of such transfer to all Parties entitled to Notice under this Agreement. Upon such transfer or other disbursement in accordance with the terms of this paragraph, Tax Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The parties acknowledge that, although Tax Escrowee is holding the Tax Deposit, for all other purposes Tax Escrowee is acting solely as a stakeholder at Zherka's request and for his convenience and that Tax Escrowee shall not be liable to any party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Tax Escrowee. All Parties, other than Signature, jointly and severally agree to defend, indemnify and hold Tax Escrowee harmless from and against all costs, claims and expenses (including reasonable attorney's fees) incurred in connection with the performance of Tax Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Tax Escrowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of Tax Escrowee.

(c) Tax Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

(d) Tax Escrowee shall acknowledge receipt of Tax Deposit, if any to all parties within seven days of receipt.

(e) Tax Escrowee or any member of its firm shall be permitted to act as counsel for Zherka in any dispute as to any other dispute between the parties whether or not Tax Escrowee is still holding any Tax Deposit, if any, and continues to act as Tax Escrowee.

23. **Authority; Intent to Be Bound.** Each Party represents, warrants, and covenants that it has authority to execute this Agreement. The provisions of this Agreement are legally binding and enforceable agreements of each Party, and the Parties intend to be legally bound hereby.

24. **No Admission of Liability.** It is understood and agreed by the Parties that this Agreement is entered into in compromise of all possible claims (both asserted and unasserted) in Action Nos. 1 and 2 and should not be construed as an admission of liability by any Party.

25. **Costs and Attorneys' Fees and Expenses.**

(a) Each Party shall bear its own attorneys' fees and expenses, including any court costs, incurred in Action Nos. 1 and 2 and in connection with the preparation and execution of this Agreement. No Party(ies) shall be deemed to be the "prevailing party(ies)" in Action Nos. 1 and 2 for any claim for fee shifting or expense shifting, and it is the intention of all Parties that any such claims are released hereunder.

(b) In the event any action is commenced to enforce this Agreement, the Prevailing Party(ies) shall be entitled to collect from the unsuccessful Party(ies) reasonable attorneys' fees and expenses, including any court costs, incurred in such enforcement action. Notwithstanding the foregoing, if Signature is an unsuccessful party to such litigation, Signature shall not be obligated to pay the prevailing party's attorneys' fees.

26. **No Modification, Change, or Waiver Unless in Writing.** No alterations, modifications, supplements, changes, amendments, waivers, or termination of this Agreement shall be valid unless in writing and executed by all Parties and their respective counsel. No waiver

of any provision of this Agreement shall constitute a waiver of any other provisions (regardless of whether the provisions are similar). A “writing” does not include email correspondence for purposes of this provision.

27. **Interpretation.** The captions and headings of the provisions of this Agreement are for convenience of reference only and may not be deemed to define or limit the provisions hereof. Further, each Party hereby acknowledges that it is sophisticated and that each Party and/or its counsel have reviewed, fully understood, and voluntarily consented to this Agreement without relying on any representations, oral or written, of any other Party or its counsel not contained herein. The preparation of this Agreement has been a joint effort of the Parties, and the Agreement therefore may not be construed more severely against any one Party than any other Party as a matter of judicial construction or interpretation.

28. **Further Assurances.** The Parties to this Agreement shall cooperate and take such actions, and execute such other documents, as any party may reasonably request in order to carry out the provisions or purpose of this Agreement including, without limitation, that Silas agrees to assist the Plaintiffs, to the extent set forth in Paragraph 8(a) of this Agreement, in the defense of the enforceability of all leases and contracts that Silas has entered into with respect to the Properties.

29. **Signatures.** By signing below, the Parties acknowledge that they have read, understand and voluntarily agree to the terms of this Agreement, and have had an opportunity to consult with counsel prior to executing this Agreement. The Parties further acknowledge that this is an Agreement resulting from negotiations between the Parties and their counsel (or if any Party has not been represented counsel, such Party has affirmatively waived the right to counsel), and agree that were this Agreement ever deemed by any court to be ambiguous in any way, no party will argue that any provision should be construed against any of the Parties or attorneys involved

in the negotiation or drafting of this Agreement. Those individuals executing this Agreement below on behalf of a corporation, partnership, or limited liability company represent and acknowledge that they are an officer of the corporation, a member of the partnership, or manager of the limited liability company as applicable, for which they are signing and are duly authorized to enter into this Agreement on the behalf of that corporation, partnership, or limited liability company. The representations of this paragraph shall survive the execution, termination or performance of this Agreement and any claim related thereto is expressly acknowledged to be outside any release provided under this Agreement.

30. **Miscellaneous.** The Parties have taken all necessary corporate, partnership, and/or other internal actions, as applicable, to duly approve the making and performance of this Agreement and that no further corporation, partnership, and/or other internal approval, as applicable, is necessary. Moreover, the making and performance of this Agreement will not violate any provision of any party's respective articles of incorporation, partnership agreement, charter or by-laws, or any other such governing agreement(s) as instruments.

31. **Successors and Assigns.** All the terms and provisions of this Agreement shall inure to the benefit of, shall be enforceable by, and shall be binding on the successors and assigns of the Parties hereto.

32. **Notices.**

(a) To be effective, unless otherwise specified in this Agreement (together with the exhibits attached hereto and their exhibits) all notices, demands and consents (a "Notice") under this Agreement (together with the exhibits attached hereto and their exhibits) must be in writing and must be given as follows: (i) by depositing the same in the United States mail, postage prepaid, certified or registered, return receipt requested, (ii) by delivering the same in person and receiving a signed receipt therefor, (iii) by sending the same by a nationally recognized overnight

delivery service. Notices mailed in accordance with the foregoing clause (i) shall be deemed to have been given and made 5 days following the date so mailed. Notices given in accordance with the foregoing clauses (ii) and (iii) shall be deemed to have been given when delivered. Notices given in accordance with the foregoing clause (iv) shall be deemed to have been given when sent. All such written Notices must be sent to the following addresses:

i. **Fateh and Monsour:**

[INSERT]

*with a copy to their counsel*

Steve Polyakov, Esq.  
SAPG Legal  
112 Madison Avenue, 6<sup>th</sup> Floor  
New York, NY 10016

ii. **Hamad:**

[INSERT]

*with a copy to their counsel:*

Jacob S. Shakarchy, Esq.  
Stefan B. Kalina, Esq.  
Cox Padmore Skolnik & Shakarchy LLP  
630 Third Avenue, 19th Floor  
New York, NY 10017

-and-

Christopher Lynn, Esq.  
2415 Queens Plaza North  
Long Island City, NY 11101

iii. **Hamid:**

[INSERT]

*with a copy to their counsel:*

[INSERT]

iv. **Zherka:**

[INSERT]

*with a copy to their counsel:*

Rex Whitehorn & Associates, P.C.  
11 Grace Avenue, Suite 411,  
Great Neck, NY 11021

v. **Silas:**

Silas Metro Holdings Corp.  
240 North Avenue, Suite 212  
New Rochelle, NY 11801

*with a copy to their counsel:*

Rex Whitehorn & Associates, P.C.,  
11 Grace Avenue, Suite 411,  
Great Neck, NY 11021

*and a courtesy copy to:*

Stuart Siris, Esq.  
Solomon & Siris, P.C.  
100 Quentin Roosevelt Boulevard, Suite 504  
Garden City, New York 11530

vi. **Signature:**

Signature Bank  
565 Fifth Avenue, 8<sup>th</sup> Floor  
New York, New York 10017  
Attn: Legal Department

*with a copy to their counsel:*

Mark Berman, Esq.  
Matthew Tobias, Esq.  
Ganfer Shore Leeds & Zauderer LLP  
360 Lexington Avenue  
New York, NY 10017

vii. **800 Realty Corp.:**

c/o Jacob S. Shakarchy, Esq.  
Stefan B. Kalina, Esq.  
Cox Padmore Skolnik & Shakarchy LLP  
630 Third Avenue, 19th Floor  
New York, NY 10017

-and-

c/o Christopher Lynn, Esq.  
2415 Queens Plaza North  
Long Island City, NY 11101

-and-

c/o Steve Polyakov, Esq.  
Sibella Alessi Pantano Gupta LLC  
112 Madison Avenue, 6<sup>th</sup> Floor  
New York, NY 10016

viii. **2591 Realty LLC:**

c/o Jacob S. Shakarchy, Esq.  
Stefan B. Kalina, Esq.  
Cox Padmore Skolnik & Shakarchy LLP  
630 Third Avenue, 19th Floor  
New York, NY 10017

-and-

c/o Christopher Lynn, Esq.  
2415 Queens Plaza North  
Long Island City, NY 11101

-and-

c/o Steve Polyakov, Esq.  
Sibella Alessi Pantano Gupta LLC  
112 Madison Avenue, 6<sup>th</sup> Floor  
New York, NY 10016

ix. **RKAN Realty LLC:**

c/o Jacob S. Shakarchy, Esq.  
Stefan B. Kalina, Esq.  
Cox Padmore Skolnik & Shakarchy LLP  
630 Third Avenue, 19th Floor

New York, NY 10017

-and-

c/o Christopher Lynn, Esq.  
2415 Queens Plaza North  
Long Island City, NY 11101

-and-

c/o Steve Polyakov, Esq.  
Sibella Alessi Pantano Gupta LLC  
112 Madison Avenue, 6<sup>th</sup> Floor  
New York, NY 10016

x. **Tax Escrow Agent/Escrowee:**

Rex Whitehorn & Associates, P.C.  
11 Grace Avenue, Suite 411  
Great Neck, NY 11021

xi. **Closing Document Escrow Agent:**

Solomon & Siris, P.C.  
Attn: Stuart Siris, Esq.  
100 Quentin Roosevelt Boulevard, Suite 504  
Garden City, NY 11530

(b) Any Party may designate a different address to which Notices shall thereafter be directed and such designation shall be made by written notice to the other Parties given in the manner hereinabove required.

(c) Notwithstanding the foregoing, any notice to be given by Signature shall be deemed to have been duly given if given in accordance with the terms of the Signature Mortgage, note and associated loan documents.

33. **Severability.** Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be valid under public policy and applicable law, but if any provision of this Agreement shall be invalid or prohibited thereunder, that invalidity or prohibition

must be construed as if the invalid or prohibited provision had not been inserted herein and shall not affect the remainder of that provision or the remaining provisions of this Agreement.

34. **Consent to Jurisdiction; Choice of Law.** The Parties agree that the Court shall retain jurisdiction in a separate action or proceeding to hear, determine, and resolve by a final judgment or order any and all disputes, claims, or controversies of any kind concerning, arising out of, or related to this Agreement including, but not limited to, the interpretation of this Agreement. This Agreement shall be governed and interpreted, and all rights and obligations of the Parties hereunder shall be governed and determined, in accordance with the laws of the State of New York, without regard to its conflict of law rules.

35. **Execution of Documents.** Each Party expressly represents and warrants that the individual executing this Agreement on its behalf is fully authorized by that Party to execute this Agreement and to bind the Party. Each Party agrees that it shall execute any and all other documents that may be necessary or appropriate to effectuate the intent of the terms of this Agreement. This Agreement shall not be binding unless, and until, all Parties and their respective signatories, have executed and delivered this Agreement.

36. **Counterparts.** This Agreement may be executed in counterparts, with each executed counterpart constituting an original, but together constituting only one instrument. Facsimile or electronic signatures shall be deemed originals.

37. **Separate Settlement Agreements.** Anything in this Agreement to the contrary, this Agreement is not conditioned upon the execution, compliance and/or consummation of the

separate letter agreement between: (i) the Parties and Dibbini (ii) and/or the separate settlement agreement between and among the Plaintiffs in connection with Action No. 2.

Dated: New York, New York  
August 6, 2019

~~COX PADMORE SKOLNIK & SHAKARCHY  
LLP~~

~~SIBILLA ALESSI PANTANO GUPTA  
LLC~~

~~By: \_\_\_\_\_~~

~~By: \_\_\_\_\_~~

~~Stefan B. Kalina, Esq.  
630 Third Avenue, 19<sup>th</sup> Floor  
New York, New York 10017  
(212) 953-6633  
*Attorneys for Plaintiff Hamad Ali*~~

~~Steve Polyakov, Esq.  
112 Madison Avenue, 6<sup>th</sup> Floor  
New York, New York 10016  
(646) 612-7847  
*Attorneys for Plaintiffs Monsour Al-Kabyalee a/k/a Monsour Al-Kabyaler and Fateh Saleh*~~

~~SOLOMON & SIRIS, P.C.~~

~~REX WHITEHORN & ASSOCIATES, P.C.~~

~~By: \_\_\_\_\_~~

~~By: \_\_\_\_\_~~

~~Stuart Siris, Esq.  
100 Quentin Roosevelt Boulevard, Suite 504  
Garden City, New York 11530  
(516) 228-9350  
*Attorneys for Defendant Silas Metro Holdings Corp.*  
Except as to Paragraphs 5(c), 5(d), 7, 8, 9, 11  
14(a), 18, 19, 20, 21, 22 and 28~~

~~Rex Whitehorn, Esq.  
11 Grace Avenue  
Great Neck, New York 11021  
(516) 829-5000  
*Attorneys for Defendant Selim Zherka and Defendant Silas Metro Holdings Corp., Inclusive of Paragraphs 5(c), 5(d), 7, 8, 9, 11, 14(a), 18, 19, 20, 21, 22, 28 and 35*~~

~~**AS TAX ESCROW AGENT/ESCROWEE:**  
REX WHITEHORN & ASSOCIATES, P.C.~~

~~**AS CLOSING DOCUMENT ESCROW AGENT:**  
SOLOMON & SIRIS, P.C.~~

~~By: \_\_\_\_\_~~

~~By: \_\_\_\_\_~~


~~Rex Whitehorn, Esq.  
11 Grace Avenue  
Great Neck, New York 11021  
(516) 829-5000~~

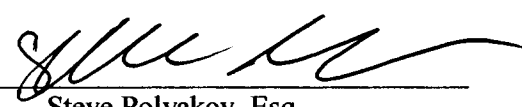
~~Stuart Siris, Esq.  
100 Quentin Roosevelt Boulevard, Suite 504  
Garden City, New York 11530  
(516) 228-9350~~

Dated: New York, New York  
August ~~May~~ 6, 2019

COX PADMORE SKOLNIK & SHAKARCHY  
LLP

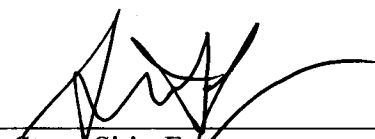
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LLC

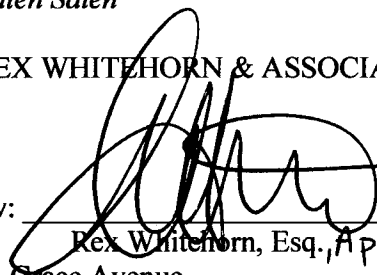
By:   
Stefan B. Kalina, Esq.  
630 Third Avenue, 19<sup>th</sup> Floor  
New York, New York 10017  
(212) 953-6633  
*Attorneys for Plaintiff Hamad Ali*

By:   
Steve Polyakov, Esq.  
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New York, New York 10016  
(646) 612-7847  
*Attorneys for Plaintiffs Monsour Al-Kabyalee a/k/a Monsour Al-Kabyaler and Fateh Saleh*

SOLOMON & SIRIS, P.C.

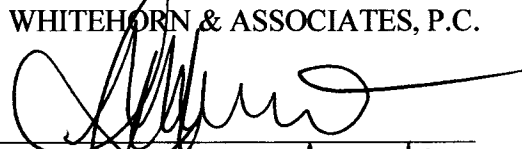
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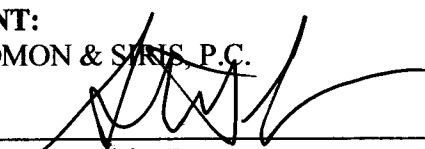
By:   
Stuart Siris, Esq.  
100 Quentin Roosevelt Boulevard, Suite 504  
Garden City, New York 11530  
(516) 228-9350  
*Attorneys for Defendant Silas Metro Holdings Corp.*  
Except as to Paragraphs 5(c), 5(d), 7, 8, 9, 11  
14(a), 18, 19, 20, 21, 22 and 28

By:   
Rex Whitehorn, Esq., Aphrodite Hepneaston, Esq.  
11 Grace Avenue  
Great Neck, New York 11021  
(516) 829-5000  
*Attorneys for Defendant Selim Zherka and Defendant Silas Metro Holdings Corp., Inclusive of Paragraphs 5(c), 5(d), 7, 8, 9, 11, 14(a), 18, 19, 20, 21, 22, 28 and 35*

AS TAX ESCROW AGENT/ESCROWEE:  
REX WHITEHORN & ASSOCIATES, P.C.

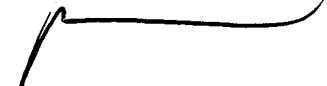
AS CLOSING DOCUMENT ESCROW  
AGENT:  
SOLOMON & SIRIS, P.C.

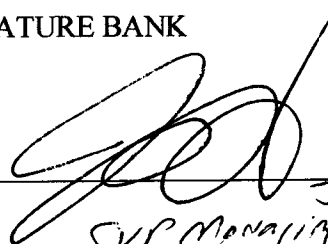
By:   
Rex Whitehorn, Esq., Aphrodite Hepneaston, Esq.  
11 Grace Avenue  
Great Neck, New York 11021  
(516) 829-5000

By:   
Stuart Siris, Esq.  
100 Quentin Roosevelt Boulevard, Suite 504  
Garden City, New York 11530  
(516) 228-9350

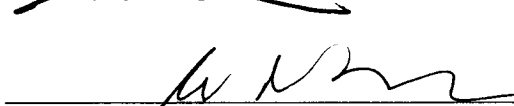
GANFER SHORE LEEDS  
& ZAUDERER, LLP

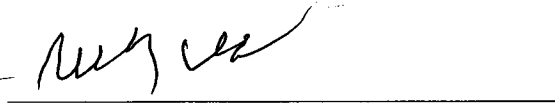
SIGNATURE BANK


By:   
Mark A. Berman, Esq., Matthew Tobias, Esq.  
360 Lexington Avenue


By:   
Joseph Fingert  
SVP Managing Group Director

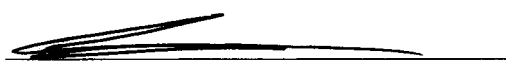
~~New York, New York 10017  
(212) 922-0251  
Attorneys for Signature Bank~~

  
\_\_\_\_\_  
Fateh Saleh


  
\_\_\_\_\_  
Monsour Al-Kabyalee  
a/k/a Monsour Al-Kabyaler

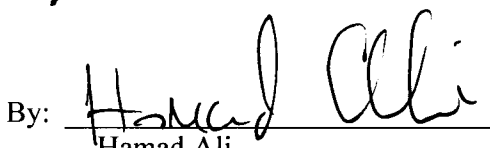
  
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Hamad Ali


  
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Hamid Saleh Ali

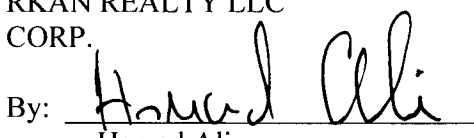
  
\_\_\_\_\_  
Selim Zherka

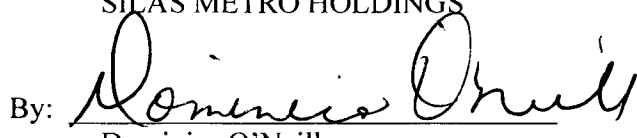
2591 REALTY LLC  
By:   
\_\_\_\_\_  
Fateh Saleh

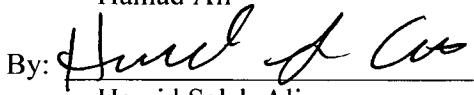
800 REALTY CORP.  
By:   
\_\_\_\_\_  
Monsour Al-Kabyalee a/k/a  
Monsour Al-Kabyaler

By:   
\_\_\_\_\_  
Hamad Ali

By:   
\_\_\_\_\_  
Hamad Ali

RKAN REALTY LLC  
CORP.  
By:   
\_\_\_\_\_  
Hamad Ali

SILAS METRO HOLDINGS  
By:   
\_\_\_\_\_  
Dominica O'Neill

By:   
\_\_\_\_\_  
Hamid Saleh Ali

SO ORDERED:

  
\_\_\_\_\_  
Arthur Engoron, J.S.C.