

SETTLEMENT AGREEMENT

This Agreement is entered into by and between The Patz Family, LLC, Suzan Patz, Ellen Patz and Arnall Patz (hereinafter collectively "the Patzes"), The Suburban Club of Baltimore County (hereinafter "Suburban"), and Oxbridge Development @ Slade, L.C. (hereinafter "Oxbridge").

WHEREAS, denying all liability, and faced with the time and expense of litigation, the parties to this Agreement are desirous of: (i) settling all claims made in the litigation in the Circuit Court for Baltimore County, styled The Suburban Club of Baltimore County, et al. v. The Patz Family, LLC, et al., Case No. 03-C-03-011761 (hereinafter the "Litigation"); and (ii) settling all claims made in the judicial review proceeding in the Circuit Court for Baltimore County, styled Petition of Ellen, Arnall and Susan Patz for Judicial Review of the Decision of the Board of Appeals for Baltimore County in the Case of the Suburban Club Property, Case No. 03-C-03-010235 (hereinafter the "Judicial Review Proceeding"). A copy of the Complaint filed by Suburban and Oxbridge in the Litigation is attached hereto as Exhibit "A" and incorporated herein by reference. A copy of the Petition filed by the Patzes in the Judicial Review Proceeding is attached hereto as Exhibit "B" and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Upon the execution of this Agreement, the parties hereto shall execute and file in the Judicial Review Proceeding a Dismissal With Prejudice.
2. Upon the execution of this Agreement, the parties hereto shall execute and file in the Litigation a Dismissal With Prejudice of all Claims asserted in the Litigation, each party to bear its own costs in the Litigation.
3. The Patzes hereby represent that they have no objection, generally, to development of the Six Slade Avenue Property (hereinafter the "Property"), and, to facilitate settlement, they shall hereafter neither oppose nor endorse the development of the Property in accordance with the Development Plan for the Property that was approved by the Baltimore County Board of Appeals in its Order dated August 19, 2003 (hereinafter the "Development Plan"). This Settlement Agreement enables Oxbridge and Suburban to pursue further the implementation of the Development Plan. A copy of the Development Plan is attached hereto as Exhibit "C" and incorporated herein by reference.
4. Hereafter, absent an uncured Material Modification of the Development Plan, the Patzes shall not file with or otherwise communicate to the Army Corps of Engineers (hereinafter "ACE"), the Maryland Department of the Environment (hereinafter "MDE"), any other governmental regulatory agency or any court any opposition to the development shown in the Development Plan or to any approvals or permits sought by Oxbridge or Suburban to develop the Property. For the purposes of this Settlement Agreement, the term "Material Modification" shall be defined as: (a) any increase in the number of dwelling units beyond ninety-six (96) condominium units; (b) any increase by more than 2% in the height of any building (including any structures to be situated on the roof of any such building) from that described in the

Development Plan; (c) any reduction by more than 2% in the distance between any building and the boundary line separating the Property and the Patz Parcels (hereinafter the "Common Boundary Line") from the distance provided for in the Development Plan; (d) any increase by more than 3.5% of the area of the footprint of any building from the area described in the Development Plan; (e) any material change in the overall shape of the footprint of any building from that described in the Development Plan; (f) any reduction by more than 3.5% in the distance between the stormwater management easement and the Common Boundary Line from the distance provided for in the Development Plan; (g) any reduction by more than 3.5% in the area of the stormwater management easement from the area provided for in the Development Plan; (h) any reduction by more than 3.5% in distance between any non-building improvement (including without limitation any driveways) and the Common Boundary Line from the distance described in the Development Plan; (i) any material change in the appearance of the buildings described in the Development Plan; (j) construction on the Property of any building, any street, or any driveway not depicted in the Development Plan; (k) construction, within 50 feet of the Common Boundary Line, of any structure, any walkway, or any sidewalk not depicted in the Development Plan; (l) any flow of water from the Property to the Patz Parcels that either is continuous or results in a condition hazardous to persons or property; and (m) any change that requires or results in the submission, to the Baltimore County Office of Planning, Zoning Commission, or any other related Baltimore County agency or official, of any amendment or other modification to the Development Plan.

5. In the event that Suburban or Oxbridge, or any of their agents or contractors, makes or intends to make a Material Modification to the Development Plan as defined above, the party proposing such a Material Modification shall notify the Patzes in writing of such proposal. If the Patzes object to such proposed Material Modification, the Patzes shall have ten (10) days from their receipt of notice thereof to notify in writing the party proposing such a Material Modification of the Patzes' objection. Thereafter, the party proposing such a Material Modification shall, at its option, have forty-five (45) days from the date of its receipt of any such objection to cure such Material Modification, unless a greater period of time is reasonably required. Any Material Modification to which the Patzes do not object in accordance with this paragraph shall be deemed to be consented to by the Patzes. Any Material Modification to which the Patzes object and which is not cured shall be subject to the provisions of paragraph 6 hereof.

6. The Patzes shall not initiate any contact with ACE, MDE, or any other governmental or regulatory agency concerning any aspect of the Development Plan, unless there has been an uncured Material Modification thereof. If ACE, MDE, or any such agency initiates contact with the Patzes concerning the development of the Property, the Patzes shall make no comment except to state that this Settlement Agreement reflects their position, unless there has been an uncured Material Modification of the Development Plan. If subpoenaed to testify in any investigation, deposition, or other proceeding, the Patzes will testify fully and truthfully, but, in the absence of a Material Modification of the Development Plan, will limit their opinions regarding the matters addressed in this Settlement Agreement to the position set forth herein.

7. The Patzes agree that Suburban and Oxbridge, or their agents successors and/or assigns, shall be permitted to provide copies of this Settlement Agreement to the ACE, MDE, and/or to any other governmental or regulatory agency or court reviewing any aspect of the Development Plan or the proposed development of the Property. Furthermore, Oxbridge and

Suburban shall be permitted to represent to ACE, MDE, or any other such reviewing agency or court only that the Settlement Agreement in its entirety sets forth the position of the Patzes. Any copy of this Settlement Agreement that is provided to any person or entity shall include the entire Settlement Agreement, including the Exhibits hereto.

8. Suburban and Oxbridge agree that the exterior construction activities required to carry out the Development Plan shall take place, on a routine basis, only between the hours of 6:00 a.m. and 6:00 p.m. The interior construction activities shall take place only between the hours of 6:00 a.m. and 8:00 p.m.

9. Suburban and Oxbridge agree that all light installations on the Property shall shield the Patz Parcels from all direct light and all unreasonably bright indirect light emanating from the Property.

10. Suburban and Oxbridge, and their agents, servants, shareholders, officers, directors, members, partners, corporate affiliates, corporate parents, heirs, successors, and assigns, expressly release, acquit and forever discharge the Patzes, and their agents, servants, members, heirs, successors, and assigns, from any and all causes of action, claims, demands, claims for restitution, and rights of subrogation in contract, tort, or otherwise, in law or in equity (hereinafter "Claims") which any party hereto ever had, now has, or may have through the date of this Settlement Agreement, whether known or unknown, suspected or unsuspected, fixed or contingent, including without limitation all the Claims that were or could have been asserted in the Litigation. This paragraph releases any claim that arises out of or is in any way related to the controversy underlying the Litigation. This paragraph shall not release the Patzes from ordinary and regular membership dues, from food and drink charges, or from assessments generally charged to Suburban members of the same class or category as each of the Patzes that were incurred, assessed, and charged before the date of this Agreement and that are unrelated to either the development of the Property or any other case, controversy, or issue mentioned in or giving rise to this Agreement.

11. The Patzes, and their agents, servants, members, heirs, successors, and assigns, expressly release, acquit and forever discharge Suburban and Oxbridge, and their agents, servants, members, heirs, successors, and assigns, from any and all causes of action, claims, demands, claims for restitution, and rights of subrogation in contract, tort, or otherwise, in law or in equity (hereinafter "Claims") which any party hereto ever had, now has, or may have through the date of this Settlement Agreement, whether known or unknown, suspected or unsuspected, fixed or contingent, including without limitation all the Claims that were or could have been asserted in the Litigation.

12. The releases set forth in Paragraphs 10 and 11 of this Settlement Agreement shall not be construed as a waiver of or in any way preclude any claim that may arise as a result of any trespass occurring after the date of this Agreement, even if the trespass giving rise to such claim is a continuation of or is in any way related to a trespass occurring on or before the date of this Agreement.

13. This Agreement represents the compromise of disputed claims and shall not in any way be considered an admission of liability by any person or entity named or described herein.
14. The parties to this Settlement Agreement expressly agree that it relates to unique interests in real property, that it may be specifically enforced, and that any party may seek an injunction, preliminary injunction and/or temporary restraining order to enforce the provisions hereof and/or to enjoin any breach hereof.
15. This Agreement contains the entire agreement between the parties. This Agreement shall not be modified in any manner except by an instrument in writing executed by all the parties hereto.
16. The parties hereto agree to execute any supplementary documents and to take any additional actions which may be necessary to give full force and effect to the terms of this Agreement and which are not inconsistent with the terms of this Agreement.
17. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same agreement.
18. This Agreement shall be governed by the laws of the State of Maryland.
19. It is expressly understood that Suburban shall not be obligated to cure or be liable for any default by Oxbridge and Oxbridge shall not be obligated to cure or be liable for any default by Suburban.
20. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective agents, attorneys, successors and assigns.
21. The signatories hereto warrant that they have the authority to bind their respective principals to this Agreement. The Patzes warrant that they are the sole owners of the parcels of land known as 2, 2A, and 4 Slade Avenue.
22. The parties to this Agreement represent that prior to signing this Agreement, they have read the Agreement, understood its terms and conditions, have had the opportunity to consult with legal counsel, and have signed the Agreement voluntarily.
23. This Agreement was prepared at the behest of all parties, shall be considered as having been drafted by all parties equally, and shall not be construed against any party.
24. No failure on the part of any of the parties to this Agreement to enforce any provision or obligation herein contained nor any waiver of any right hereunder by any party shall discharge or invalidate such provision or obligation or affect the right of said party to enforce the same in the event of any subsequent breach.
25. Any notice that Suburban, Oxbridge, or the Patzes wishes to give, or is required to give, under this Agreement shall be given in writing. All written notices shall be made by

certified and first-class mail to the parties to whom notice is required to be given, care of the persons and at the addresses designated below, or to such other representative(s) as Suburban, Oxbridge, or the Patzes may designate for itself in writing.

For Suburban:

The Suburban Club of Baltimore County
7600 Park Heights Avenue
Baltimore, Maryland 21208
Attn: President

With a copy to:
Morton P. Fisher, Jr., Esq.
Ballard Spahr Andrews & Ingersoll, LLP
300 East Lombard Street, 19th Floor
Baltimore, Maryland 21202-3268

For Oxbridge:

Mr. Sami E. Totah
Oxbridge Development @ Slade, LC
600 Jefferson Plaza, Suite 550
Rockville, Maryland 20852

With a copy to:
Benjamin Rosenberg, Esq.
Rosenberg Martin Funk Greenberg, LLP
25 South Charles Street, Suite 2115
Baltimore, Maryland 21201

For the Patzes:

Dr. and Mrs. Arnall Patz
2 Slade Avenue
Baltimore, Maryland 21208

Ms. Susan Patz
2 Slade Avenue
Baltimore, Maryland 21208

IN WITNESS WHEREOF, we affix our hands and seals.

WITNESS

Dolores Vassell

THE SUBURBAN CLUB
OF BALTIMORE COUNTY

By:  (SEAL)
President

OXBRIDGE DEVELOPMENT @ SLADE, L.C.

By: _____ (SEAL)
General Partner

THE PATZ FAMILY, LLC

By: _____ (SEAL)
Managing Member

_____ (SEAL)
SUSAN PATZ

_____ (SEAL)
ELLEN PATZ

_____ (SEAL)
ARNALL PATZ

WITNESS

John M. Dilley

THE SUBURBAN CLUB
OF BALTIMORE COUNTY

By: _____ (SEAL)
President

OXBRIDGE DEVELOPMENT @ SLADE, L.C.

By: *[Signature]* _____ (SEAL)
General Partner

THE PATZ FAMILY, LLC

By: _____ (SEAL)
Managing Member

SUSAN PATZ (SEAL)

ELLEN PATZ (SEAL)

ARNALL PATZ (SEAL)

WITNESS

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

THE SUBURBAN CLUB
OF BALTIMORE COUNTY

By: _____ (SEAL)
President

OXBRIDGE DEVELOPMENT @ SLADE, L.C.

By: _____ (SEAL)
General Partner

THE PATZ FAMILY, LLC

By: *[Handwritten Signature]* (SEAL)
Managing Member

[Handwritten Signature] (SEAL)
SUSAN PATZ

[Handwritten Signature] (SEAL)
ELLEN PATZ

[Handwritten Signature] (SEAL)
ARNALL PATZ