

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (the “Agreement”) is made and entered into this ____ day of this ____ 2024, by and between:

- A. **DA Realty LLC**, a limited liability company having its address at 441 NE 3rd Ave, Suite 201, Fort Lauderdale, FL, 33301, through its authorized representative Mr. David Aviram (“**DA Realty**”);
- B. **Third Avenue Development LLC**, a limited liability company having its address at 441 NE 3rd Ave, Suite 201, Fort Lauderdale, FL, 33301, through its authorized representative Mr. Itay Avital (“**Third Avenue**”);
- C. **Mr. David Aviram**, an adult individual having its address at 19-20 Bourne Court, Southend Road, Woodford Green, Essex, United Kingdom, IG8 8HD (“**Mr. Aviram**”);

(The parties mentioned in Paragraphs (A) to (C) above shall collectively be referred to as the “**Plaintiffs**”)

- D. **Taho Investments LLC**, a limited liability company having its address at 1111 Park Center Blvd # 402 Miami Gardens, FL 33169, through its authorized representative Mr. Itay Avital (“**Taho Investments**”);
- E. **Mr. Itay Avital**, an adult having its address at 441 NE 3rd Ave, Suite 201, Fort Lauderdale, FL, 33301 (“**Mr. Avital**”);
- F. **Urbn Flagler LLC**, a limited liability company having its address at 441 & 442 Ne 3rd Ave, Ft Lauderdale, Fl 33301, through its authorized representative Mr. Itay Avital;
- G. **Taho Fusco LLC**, a limited liability company having its address at 441 NE 3rd Ave Suite 201 Fort Lauderdale, FL 33301, through its authorized representative Mr. Itay Avital (“**Taho Fusco**”);
- H. **Urbn Gp Manager LLC**, a limited liability company having its address at 441 NE 3rd Ave Suite 201 Fort Lauderdale, FL 33301, through its authorized representative Mr. Itay Avital;

(The parties mentioned in Paragraph (D) to (H) above shall collectively be referred to as the “**Defendants**”)

(The Plaintiffs and the Defendants shall individually be referred to as the “**Settlement Party**” and collectively as the “**Settlement Parties**”)

- I. **ZVI Holyholdings LLC**, a limited liability company having its address at 1460 46th Street Brooklyn, Ny, 11219, through its authorized representative ZVI Avraham Angel (“**Zvi Holyholdings**”); and
- J. **Mr. ZVI Avraham Angel**, an adult individual having its address at 1460 46th Street Brooklyn, Ny, 11219 (“**Mr. Angel**”).

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(Each of the party mentioned above shall individually be referred to as the “Party” and collectively as the “Parties”)

WHEREAS:

- A. The Plaintiffs initiated litigation against the Defendants in the Circuit Court of the Seventeenth Judicial Circuit in and For Broward County, Florida, in a case styled *DA Realty, LLC and other vs. Tahoe Investments, LLC and others*, Case No. CACE-21-011370 (the “Litigation”). The Litigation *inter alia* relates to breach of fiduciary duty, aiding and abetment of breach of fiduciary duty and conspiracy to commit breach of fiduciary duty with respect to Defendants’ obligations owed towards the Plaintiffs.
- B. Each of the Settlement Party has subsequently engaged in negotiations in a good-faith attempt to resolve its differences without the time and cost of continued litigation.
- C. The Settlement Parties recognize the time and cost of continued litigation and to avoid further prolonged Litigation, the Settlement Parties desire to resolve all disputes between them relating to the Litigation, and all claims and issues that have been asserted or could have been asserted by the Settlement Parties.
- D. Without conceding the merit or lack of merit of any claim or defense or the existence of any liability whatsoever, the Settlement Parties wish to settle, compromise, and finally and indefinitely resolve all matters, controversies, disputes, and claims that may exist between the Settlement Parties relating to the subject matter of the Litigation.
- E. As part of the settlement scheme, the Parties further wish to set out their additional respective duties and obligations under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS & INTERPRETATION

- 1.1. **Definitions.** Unless the context requires otherwise, all capitalized terms in this Agreement shall have the meaning set forth below:

“Affiliate” shall mean, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control,” when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms “controlling” and “controlled” shall have correlative meanings.

“Agreement” is defined in the Preamble.

“Business Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in the United Kingdom, the State of New York and Israel.

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“Common Driveway” is defined in Clause 6.4.

“Confidential Information” means in respect of a Person, any information or data that the Person may disclose in confidence to any other Person or its offers, employees, affiliates, representatives, external consultants, counsels, independent contractors, service providers or agents in connection with such Person or its clients, customers, business or services, whether written or otherwise. For the avoidance of doubt, all information that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure shall be Confidential Information. Any public information shall not be considered as confidential for the purposes of this Agreement. Confidential Information may be in any form including but not limited to written, printed, or electronic form, and includes but is not limited to designs, business name, logos, business and processes, research, proprietary processes, software codes, source codes, object codes, numbers, engineering, marketing, sales, operating, performance, sales tactics, contracts, offers, cost information, client details, vendor details, contractor details, discoveries, ideas, concepts, designs, data, plans, designs, photographs, drawings, processes, patents, slogans, merchandising, specifications, product samples, formulae, compositions, technological information, know-how, contents, reports, studies, pricings, name of employees and clients, consultant reports, trade secrets, finance, trade, and commercial information, computer models and programs, contracts, or any note, calculation, conclusions, summary, computer database, computer modeling or other matters derived or produced partly or wholly from Confidential Information.

“DA Realty Entities” means the Affiliates of DA Realty and any successors and assigns of DA Realty and Affiliates of DA Realty.

“DA Realty Parties” means Mr. Aviram, DA Realty and DA Realty Entities.

“Defendants’ Released Claims” is defined in Clause 10.2.

“Defendants’ Released Persons” is defined in Clause 10.1

“Dissolution Meeting” is defined in Clause 8.2(a).

“Effective Date” means the date as of which the Agreement is fully executed by all the Parties.

“Encumbrance” means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third-party right or interest, other encumbrance or security interest of any kind, or another type of preferential arrangement (including, without limitation, a title transfer or retention arrangement) having similar effect.

“Entity” shall mean any general partnership, limited partnership, limited liability partnership, corporation, limited liability company, joint venture, trust, business trust, estate, cooperative, or other association or business entity.

“Existing Lis Pendens” means the existing notice of lis pendens filed with respect to the Third Avenue Property whereby the Defendants have been notified of the Litigation.

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"FBI" means the Federal Bureau of Investigation of the United States of America.

"Intellectual Property" shall mean any patent, copyright, trademark or service mark, trade secret, or any other proprietary rights protection legally available.

"Liquidator" is defined in Clause 8.2(a).

"Liquidation Proceeds" is defined in Clause 8.5.

"Litigation" is defined in the Preamble.

"Litigation Dismissal Date" means the date on which the Litigation is successfully withdrawn and dismissed in accordance with Clause 3 of this Agreement.

"Management Fee" is defined in Clause 7.2.

"Party" or **"Parties"** is defined in the Preamble.

"Person" shall mean any individual or Entity.

"Plaintiffs' Released Claims" is defined in Clause 10.1.

"Plaintiffs' Released Persons" is defined in Clause 10.2.

"Plaintiffs' Satisfaction Date" is defined in Clause 4.6.

"Property Transfer" means the transfer of Third Avenue Property from Third Avenue to Zvi Holyholdings.

"Purchase & Sale Agreement" means the agreement for transfer of Third Avenue Property by Third Avenue to Zvi Holyholdings as mutually agreed.

"Settlement Party" or **"Settlement Parties"** is defined in the Preamble.

"Subsequent Sale Transition Period" is the period during which Zvi Holyholdings shall find potential buyers for the subsequent sale of Third Avenue Property to potential buyers in accordance with the terms of this Agreement, which period shall start from Plaintiffs' Satisfaction Date and end on the transfer of Third Avenue Property to such buyer, or its transfer-back to Mr. Aviram, as the case maybe under the terms of this Agreement.

"Taho Fusco Property" means all of that certain real property as particularly described in Annexure A currently owned by Taho Fusco.

"Taho Investments Entities" means the Affiliates of Taho Investments and any successors and assigns of Taho Investments and Affiliates of Taho Investments.

"Taho Investments Parties" means Mr. Avital, Taho Investments and Taho Investments Entities.



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“Third Avenue Operating Agreement” means Operating Agreement of Third Avenue Development LLC entered into between Third Avenue, Tahoe Investments and DA Realty (*as amended, modified or updated from time to time*).

“Third Avenue Property” means all of that certain real property as particularly described in Annexure B currently owned by Third Avenue.

1.2. Interpretation. In this Agreement, unless the context otherwise requires:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation under, that legislative provision;
- (b) the singular includes the plural and vice versa;
- (c) a reference to an individual or person includes a company, firm, trust, authority or government and vice versa;
- (d) a reference to any gender includes all genders;
- (e) reference to a Recital, Section, Schedule or Annexure is to a Recital, Section, Schedule or Annex of or to this Agreement;
- (f) a Recital, Schedule or Annexure forms part of this Agreement;
- (g) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, restated or replaced from time to time;
- (h) a reference to any party to this Agreement or any other document or arrangement includes that party’s executors, administrators, successors, permitted substitutes, permitted transferees and permitted assigns;
- (i) where an expression is defined, another grammatical form or variation of that expression has a corresponding meaning;
- (j) “include”, “includes” and “including” shall be respectively construed as “include without limitation”, “includes without limitation” and “including without limitation”, and all derivative terms shall be construed accordingly;
- (k) “Law” or “Applicable Law” shall be construed as meaning any law (including statutory and common law), statute, constitution, decree, judgment, treaty, regulation, rule, by-law, order, other legislative measure, directive, requirement, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, local government, court or, statutory, regulatory or self-regulatory (or similar) body or authority;
- (l) a reference to the date of this Agreement shall mean the date first above written; and



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- (m) headings and sub-headings are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of the Agreement.

2. **TERM**

This Agreement shall be effective from the Effective Date and shall remain in effect unless terminated in accordance with the terms hereof.

3. **DISMISSAL OF THE LITIGATION**

- 3.1. **Voluntary Dismissal.** Subject to the terms of this Agreement, and within 7 (seven) Business Days of the Plaintiffs' Satisfaction Date, the Plaintiffs agree to take all actions and file all documents before the Circuit Court of the Seventeenth Judicial Circuit in and For Broward County, Florida which are necessarily required to withdraw and obtain voluntary dismissal of claims against the Defendants in the Litigation. Each side shall bear its own costs incurred till date in respect of the Litigation, and with respect to or in connection with obtaining such voluntary dismissal.
- 3.2. **Lis Pendens.** Simultaneous to the actions taken pursuant to Clause 3.1, the Plaintiffs shall take all actions necessary for the removal of the Existing Lis Pendens by way of expungement by court order or otherwise.
- 3.3. **Conditional Obligation.** The Settlement Parties agree that each of the Plaintiffs' obligations for withdrawal and obtaining voluntary dismissal of the Litigation and removal of the Existing Lis Pendens shall be subject to each of the Plaintiff's satisfaction of the title and all other rights granted in respect of the Third Avenue Property to Zvi Holyholdings in accordance with the terms of this Agreement.
- 3.4. **Agreement Not to Approach FBI.** Subject to Plaintiffs' satisfaction in accordance with Clause 4.6, each of the DA Realty Parties agree that it will not commence, maintain or initiate, or cause, encourage, assist, volunteer, advise or cooperate with any other Person to commence, maintain or initiate, any action, proceeding, charge, complaint or claim before the FBI against the Tahoe Investments Parties arising from, concerned with, or otherwise relating to, any of the allegations, transactions, facts, matters, or subject matters, occurrences, representations, statements, or omissions alleged, involved, set forth, or referred to in the Litigation.
- 3.5. **Withdrawal of claims by the Defendants.** As part of this settlement, each of the Defendant agrees that it will take any and all actions required to withdraw and dismiss any action, lawsuit, proceeding, charge, petition, complaint or claim before any court, agency or tribunal against the Plaintiffs' Released Persons of any nature whatsoever. The Defendants further understand and agree that if they, or someone acting on their behalf, should file, or cause to be filed, any such claim, charge, complaint, or action against the Plaintiffs' Released Person, each Defendants expressly waives any and all rights to recover any damages or other relief from Plaintiffs' Released Persons including, without limitation, costs and attorneys' fees.

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4. **PROPERTY TRANSFER**

- 4.1. **Purchase & Sale Agreement.** In consideration of the Plaintiffs' promises and covenants set forth herein and in particular, the promises and covenants relating to the release and dismissal of the Litigation against the Defendants, agreement not to approach the FBI, agreement not to sue with respect to Tahoe Fusco Property, payment of the Management Fee and non-interference with the Common Driveway, as soon as reasonably practicable after the Effective Date, Third Avenue and Zvi Holyholdings shall, and each of the Defendant shall cause Third Avenue, to execute the Purchase & Sale Agreement for the transfer of Third Avenue Property in favour of Zvi Holyholdings. The Parties agree that there shall be no separate monetary consideration for the transfer of Third Avenue Property and the Purchase & Sale Agreement is being entered into as part of this settlement.
- 4.2. **Value of Third Avenue Property.** It is agreed between the Parties that the value of the Third Avenue Property as of the Effective Date is US \$ 4,800,000 (Four Million Eight Hundred Thousand United States Dollars). For the avoidance of doubt, it is clarified that there shall be no obligation on any of the Plaintiff or Zvi Holyholdings to transfer this sum to consummate and effectuate the Property Transfer and the Property Transfer is part of the settlement and in exchange of the consideration specified in this Agreement. The purpose of recording such value is to calculate expenses, costs and charges associated with the closing of the Property Transfer.
- 4.3. **No Encumbrance.** Except as agreed in the Purchase & Sale Agreement or otherwise, the Third Avenue Property shall be transferred free from all Encumbrances.
- 4.4. **Consummation of Property Transfer.** In addition to the execution of the Purchase & Sale Agreement, Third Avenue and Zvi Holyholdings shall, and each of the Settlement Party, shall cause Third Avenue, to take all actions and execute all documents, in addition to those specified in Purchase & Sale Agreement, which are required to consummate and effectuate the Property Transfer.
- 4.5. **Property Transfer.** The Property Transfer shall be consummated as soon as reasonably practicable.
- 4.6. **Verification.** Within 60 (sixty) Business Days of the Property Transfer, each of the Plaintiff shall fully acquaint itself and verify the title of the Third Avenue Property along with all other relevant rights granted to Zvi Holyholdings in respect of the Third Avenue Property, subject to terms of the Purchase & Sale Agreement, and communicate its satisfaction in respect thereof to the Defendants. The failure to communicate such satisfaction by any Plaintiff shall be considered as deemed satisfaction on part of such Plaintiff. The date on which last of the Plaintiffs communicates its satisfaction to the Defendants in accordance with this Clause shall be referred to as the "**Plaintiffs' Satisfaction Date**". Such satisfaction shall also be communicated to Zvi Holyholdings and Mr. Angel.
- 4.7. **Assistance and information.** The Defendants unequivocally commit to take all actions, provide all necessary assistance and provide each of the Plaintiff and/or Zvi Holyholdings with all necessary information and documentation required for effectuating the successful transfer of ownership of the Third Avenue Property or any



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relevant transaction pertaining to the Property Transfer. This includes but is not limited, executing necessary documents, liaising with and visiting the relevant authorities, disclosing all pertinent information, including title deeds, surveys, zoning details, environmental assessments, permits, leases, contracts, and any other relevant documents, facilitating inspections, surveys, appraisals of the Third Avenue Property, and any other activities deemed essential for the transfer process.

- 4.8. **Cessation of rights.** Except as agreed otherwise, upon Property Transfer, all rights, and interests of Third Avenue in the Third Avenue Property shall cease with immediate effect.
- 4.9. **No rights of the Defendants.** The Defendants agree and acknowledge that upon Property Transfer, except as expressly agreed otherwise in writing, each of the Defendant and its agents, representatives, successors, and assigns shall have no rights, titles, claims, or interests whatsoever, whether legal, equitable, or otherwise, relating to or in connection with the Third Avenue Property.
- 4.10. **Agreement Not to Sue.** Each of the Defendant agrees that it will not commence, maintain, initiate, or prosecute, or cause, encourage, assist, volunteer, advise or cooperate with any other Person to commence, maintain, initiate or prosecute, any action, lawsuit, proceeding, charge, petition, complaint or claim before any court, agency or tribunal against the Plaintiffs' Released Persons and Zvi Holyholdings arising from, concerned with, or otherwise relating to, in whole or in part, transfer of Third Avenue Property to Zvi Holyholdings or any other Person, or its ownership, use or enjoyment thereof by Zvi Holyholdings or any Person, or any of the other matters discharged and released in this Agreement. Each of the Defendants further understand and agree that if they or someone acting on their behalf, should file, or cause to be filed, any such claim, charge, complaint, or action against the Plaintiffs' Released Persons and/or Zvi Holyholdings, each Defendant expressly waives any and all rights to recover any damages or other relief from Plaintiffs' Released Persons and/or Zvi Holyholdings including, without limitation, costs and attorneys' fees. Additionally, each Defendant hereby waives any right to record or file a lis pendens or other similar notice and any other right to assert any claim affecting the right of possession or title to the Third Avenue Property.
- 4.11. **Post-transfer commitment.** The Defendants hereby agree to not take any action, either directly or indirectly, that may detriment, harm, impact or prejudice the rights, interests or enjoyment of Zvi Holyholdings (which are granted subject to the terms of this Agreement or any other relevant document) in relation to the Third Avenue Property. This includes, but is not limited to, encumbering the Third Avenue Property, initiating any legal action or proceedings and engaging in any activities disrupting the use and enjoyment of the Third Avenue Property.
- 4.12. **Taxes.** Mr. Aviram shall be responsible for payment of all taxes, fees, expenses, assessments and charges of any nature whatsoever levied and assessed upon, or with respect to transfer of the Third Avenue Property to Zvi Holyholdings, or any other transferee and subsequent ownership of Third Avenue Property by Zvi Holyholdings, or any other transferee, by any federal, state or local authority after the Plaintiffs' Satisfaction Date, including (i) real property taxes; (ii) charges, fees or assessments for other benefits extended to the Third Avenue Property; (iii) service payments; (iv) any

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tax or fee on the use or occupancy of the Property; (vi) consultants' or attorneys' fees incurred in connection with assessment or payment of such taxes, fees, expenses, assessments or charges; and (vii) any and all penalties incurred in connection with failure or delay to make payment of such taxes, fees, expenses, assessments or charges.

5. **SUBSEQUENT SALE OF THIRD AVENUE PROPERTY**

- 5.1. **Conditional Transfer.** Notwithstanding anything contained in this Agreement or any other instrument or document whatsoever, the transfer of Third Avenue Property to Zvi Holyholdings is conditioned upon compliance by Zvi Holyholdings of the terms of this Agreement. The Parties hereby accept and acknowledge that it is not the intention to transfer the Third Avenue Property to Zvi Holyholdings for its own benefit, benefit of Mr. Angel or any other Person except as specified under this Agreement. Zvi Holyholdings and Mr. Angel are serving as independent intermediaries to facilitate smooth settlement between the Settlement Parties and ensure that the Third Avenue Property is ultimately sold by Third Avenue under this settlement for the benefit of DA Realty Parties.
- 5.2. **Subsequent Sale.** Once the Third Avenue Property has been transferred to Zvi Holyholdings, Zvi Holyholdings shall sell the Third Avenue Property to a genuine and legitimate buyer for a minimum of US \$ 6,500,000 (Six Million Five Hundred Thousand Dollars) within twelve (12) months of the Plaintiffs' Satisfaction Date, or such date as extended by Mr. Aviram.
- 5.3. **Sale Amount.** The sale amount shall be promptly transferred to Mr. Aviram either directly by the potential buyer or through Zvi Holyholdings, as determined by Mr. Aviram in its sole discretion.
- 5.4. **Commissions.** Zvi Holyholdings shall be entitled to a sum of six percent (6%) commission on the sale amount of Third Avenue Property. Mr. Aviram may either pay the said commission as soon as reasonably practicable after the sale amount has been fully remitted to Mr. Aviram or Mr. Aviram may authorize Zvi Holyholdings to deduct the commissions from the sale amount received by Zvi Holyholdings and remit the balance amount to Mr. Aviram. Such decision shall solely vest with Mr. Aviram.
- 5.5. **Failure to Sell.** If Zvi Holyholdings fails to sell the Third Avenue Property in accordance with Clause 5.2, Zvi Holyholdings shall immediately transfer the Third Avenue Property to Mr. Aviram, or its designated Person, without any monetary consideration, and shall take all actions, including but not limited to execution of all necessary documents, liaising, corresponding and appearing before the relevant authorities and providing all necessary information to all required parties, which are required to effectuate such transfer. If the Third Avenue Property is transferred back to Mr. Aviram, all rights, liabilities and obligations with respect to the Third Avenue Property shall apply to Mr. Aviram and other Parties (to the extent applicable) mutatis mutandis.
- 5.6. **Maintenance.** Mr. Aviram shall be responsible for the maintenance and upkeep of the Third Avenue Property during the Subsequent Sale Transition Period.

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- 5.7. **Expenses and taxes.** Mr. Aviram shall be responsible for payment of all taxes, charges, fees, commissions and payments of any nature whatsoever which may be levied or incurred in connection with the maintenance of Third Avenue Property during the Subsequent Sale Transition Period, and transfer of Third Avenue Property from Zvi Holyholdings to a potential buyer or Mr. Aviram, as the case maybe. This includes but is not limited to transfer taxes, interest rates, exchange rate differences and fluctuations, stamp duties, brokerage fee (if any), charges relating to document preparation and expenses to be paid before the relevant authorities. Tahoe Investments Parties shall not be responsible for bearing any taxes, charges, fees, commissions and payments in any manner whatsoever relating to the subsequent sale of Third Avenue to any potential buyer or Mr. Aviram, as the case maybe.
- 5.8. **Use of Third Avenue Property.** During the Subsequent Sale Transition Period, Zvi Holyholdings shall strictly use Third Avenue Property only for the purposes of finding potential buyers and the sale of Third Avenue Property, and all matters which are ancillary and incidental thereto.
- 5.9. **Definitive Agreement.** It is agreed that the relevant Parties may enter into a definitive agreement in relation to the subsequent sale of Third Avenue Property, provided that the same shall not conflict with the provisions under Clause 5 unless agreed otherwise by the relevant Parties.

6. **TAHO FUSCO PROPERTY**

- 6.1. **No rights of DA Realty Parties.** Subject to the attainment of the Plaintiffs' Satisfaction Date, the DA Realty Parties shall be deemed to have agreed and acknowledged that, except as expressly agreed otherwise in writing, each of the DA Realty Parties, their agents, representatives, successors, and assigns shall have no rights, titles, claims, or interests whatsoever, whether legal, equitable, or otherwise, relating to or in connection with the Tahoe Fusco Property. Such rights, titles and interests shall vest with the relevant Defendants.
- 6.2. **Post-transfer commitment.** Subject to the attainment of the Plaintiffs' Satisfaction Date, the DA Realty Parties hereby agree to not take any action, either directly or indirectly, that may detriment, harm, impact or prejudice the rights, interests or enjoyment of (which are granted subject to the terms of this Agreement or any other relevant document) in relation to the Third Avenue Property. This includes, but is not limited to, encumbering the Third Avenue Property, initiating any legal action or proceedings and engaging in any activities disrupting the use and enjoyment of the Third Avenue Property.
- 6.3. **Agreement Not to Sue.** Subject to the attainment of the Plaintiffs' Satisfaction Date, each of the DA Realty Parties represents and warrants that except to the extent of claims made in Litigation, it has not commenced, maintained, initiated or prosecuted or caused, encouraged, assisted, volunteered, or cooperated with any Person and agrees that it will not commence, maintain, initiate, or prosecute, or cause, encourage, assist, volunteer, advise or cooperate with any other Person to commence, maintain, initiate or prosecute, any action, lawsuit, proceeding, charge, petition, complaint or claim before any court, agency or tribunal against the Defendants' Released Persons arising from, concerned with, or otherwise relating to, in whole or in part, ownership, use or enjoyment of the

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Taho Fusco Property by any Person, or any of the other matters discharged and released in this Agreement. DA Realty Parties further understand and agree that if they, or someone acting on their behalf, should file, or cause to be filed, any such claim, charge, complaint, or action against the Defendants' Released Person, each DA Realty Party expressly waives any and all rights to recover any damages or other relief from Defendants' Released Persons including, without limitation, costs and attorneys' fees.

- 6.4. **Common Driveway.** Each Party hereby represents and warrants that there is a driveway providing common access to the parking of Third Avenue Property and Taho Fusco Property (the "Common Driveway"). Each Party understands that uninterrupted access to the Common Driveway is critical for the success of any project being built on the Third Avenue Property and Taho Fusco Property. Accordingly, each Party agrees that: (i) the Common Driveway area shall be used in common by the owners, occupants, tenants, invitees, visitors and licensees of both Third Avenue Property and Taho Fusco Property; (ii) it shall not take any action or permit any condition to exist that would obstruct, impede, or interfere with the rights of owners, occupants, tenants, invitees, visitors and licensees relating to reasonable access to and use of the Common Driveway, including but not limited to refraining from erecting barriers, installing gates, or engaging in any behavior that would inhibit or restrict the passage of vehicles or pedestrians accessing the Third Avenue Property or Taho Fusco Property via the Common Driveway; (iii) it shall comply with all architectural drawings, plans, rules, guidelines, bye-laws and other related material in respect of the use and access of Common Driveway. Each Party agrees that the use and access to the Common Driveway shall not be sabotaged in any manner whatsoever.

7. MANAGEMENT OF THIRD AVENUE

- 7.1. **Conduct of Third Avenue.** Third Avenue hereby undertakes, and DA Realty and Taho Investments, as members of Third Avenue, and Mr. Avital as the Manager of Third Avenue, undertake to ensure that until the liquidator is appointed in accordance with Clause 8.2(e), Third Avenue shall carry on its business as a going concern in the ordinary and usual course of business, subject to the terms of this Agreement. Without prejudice to the generality of the foregoing, Third Avenue shall not, and DA Realty, Taho Investments and Mr. Avital shall cause Third Avenue not to:

- (a) take any action which conflicts, deviates, breaches or violates any provision of this Agreement;
- (b) incur, create or assume any encumbrance of any kind whatsoever on any of the assets or properties of Third Avenue except for the purposes of this Agreement;
- (c) sell, lease, license, transfer, encumber or otherwise dispose of any assets of the Third Avenue except for the purposes of this Agreement;
- (d) enter into, terminate, extend or modify any material contract except for the purposes of this Agreement;
- (e) prepay or incur any borrowing, credit finance or other indebtedness in the nature of borrowing from financial institutions or otherwise;



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- (f) incur any capital expenditure other than in the ordinary course of business; and
- (g) discontinue or cease to operate all or a material part of its business.

7.2. **Management fee.** Within 3 (three) Business Days of the Litigation Dismissal Date, Third Avenue shall pay to Mr. Avital a sum of US \$ 250,000 as management fee in consideration of Mr. Avital managing the Third Avenue Property and Third Avenue as its manager ("**Management Fee**"). DA Realty and Tahoe Investments, as members of Third Avenue, hereby provide and record their unanimous written consent for making such payment of the Management Fee to Mr. Avital. Any and all formalities, including but not limited to passing of a resolution under the Third Avenue Operating Agreement, in relation to making such payment of Management Fee to Mr. Avital are hereby waived. The payment of the Management Fee and nothing contained herein shall be construed or interpreted as an admission or statement on part of either Party that Third Avenue was managed by Mr. Avital in accordance with the agreed-upon terms or the applicable laws.

7.3. **Taxes on Management Fee.** Mr. Aviram shall be responsible for payment of all expenses, taxes and charges of any kind whatsoever incurred in relation to the payment of Management Fee to Mr. Avital.

8. **DISSOLUTION OF THIRD AVENUE**

8.1. **Dissolution of Third Avenue.** Tahoe Investments and DA Realty hereby agree to dissolve Third Avenue pursuant to Clause 10 of the Third Avenue Operating Agreement and in accordance with the terms of this Agreement.

8.2. **Dissolution Process.** Tahoe Investments and DA Realty agree that Third Avenue shall be dissolved as follows:

- (a) Within 15 (fifteen) Business Days of the Litigation Dismissal Date, Tahoe Investments and DA Realty shall call a special meeting of the members of Third Avenue for the purposes of dissolving Third Avenue (the "**Dissolution Meeting**").
- (b) Subject to Clause 8.2(a) of this Agreement, Tahoe Investments and DA Realty shall, in good faith, mutually agree in writing the date and time of the Dissolution Meeting. Tahoe Investments and DA Realty hereby waive the notice requirements for the Dissolution Meeting specified in Clauses 4.2 and 4.3 of the Third Avenue Operating Agreement.
- (c) Notwithstanding anything contained in Clause 4.5 of the Third Avenue Operating Agreement, Tahoe Investments and DA Realty shall not be entitled to vote in the Dissolution Meeting through a proxy. Mr. Avital, on behalf of Tahoe Investments, and Mr. Aviram, on behalf of DA Realty, shall directly be present and vote in the Dissolution Meeting.
- (d) Tahoe Investments and DA Realty shall unanimously vote in favour of dissolution and termination of Third Avenue and pass a unanimous resolution to that effect. The resolution shall be affected by Tahoe Investments and DA Realty.

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- (e) Third Avenue shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets. Tahoe Investments and DA Realty shall mutually appoint a neutral liquidator of good standing who shall be responsible for overseeing the winding up and liquidation of Third Avenue, and if Tahoe Investments and DA Realty are not able to mutually agree on the same, then either of them may approach the relevant court to apply for appointment of a suitable liquidator (“Liquidator”).
- 8.3. **Management Fee & Third Avenue Property.** The Parties agree and accept that notwithstanding anything contained in this Agreement, the Management Fee and Third Avenue Property shall not form part of the winding-up and liquidation process. It is understood that Management Fee will be paid and Third Avenue Property will be transferred in accordance with the terms of this Agreement prior to the commencement of the dissolution process of Third Avenue.
- 8.4. **Liquidation.** Subject to the terms of this Agreement, the Liquidator shall take full account of the assets and liabilities of Third Avenue, shall cause such assets to be sold or distributed, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided hereunder. The Liquidator shall give written notice of the commencement of winding up by mail to all known creditors and claimants whose addresses appear on the records of Third Avenue (if any). Subject to the terms of this Agreement, the Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Third Avenue’s assets and to wind up and liquidate the affairs of Third Avenue in an orderly and business-like manner.
- 8.5. **Liquidation Proceeds.** The Liquidator shall liquidate the assets of Third Avenue and distribute the proceeds of such liquidation (“**Liquidation Proceeds**”) in the following order of priority, unless otherwise required by mandatory provisions of applicable law: (i) First, to the payment of all of Third Avenue’s debts and liabilities to its creditors (including members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Third Avenue); (ii) Second, if Liquidation Proceeds remain after payment of all amounts required to satisfy Clause 8.5(i), to the establishment of and additions to reserves that are mutually determined by Tahoe Investments and DA Realty to be reasonably necessary for any contingent unforeseen liabilities or obligations of Third Avenue; (iii) Third, if Liquidation Proceeds remain after payment of all amounts required to satisfy Clause 8.5(ii), any remaining Liquidation Proceeds shall be distributed to the members of Third Avenue, on a pro rata basis equal to their respective percentage interests.
- 8.6. **Articles of Dissolution.** Upon completion of the distribution of the assets of Third Avenue as provided in Clause 8.5, Third Avenue shall be terminated and the Liquidator shall cause Articles of Dissolution to be filed in the State of Florida in accordance with the relevant provisions of applicable laws and any similar filings required under the applicable laws of jurisdictions other than the State of Florida and shall take such other actions as may be necessary to terminate Third Avenue.



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8.7. Release in respect of Third Avenue affairs.

- (a) Tahoe Investments Parties, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby fully and indefinitely release and discharge each of the DA Realty Party and each of its respective subsidiaries, affiliates, and any successors and assigns of any of the foregoing, from any and all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, expenses, executions, affirmative defenses, demands and other obligations or liabilities whatsoever in law or equity, whether known or unknown to any of the Tahoe Investments Party, fixed or contingent, which any of the Tahoe Investments Party ever had, now have or may have against any of the DA Realty Parties, that relate to their mutual affairs of any nature whatsoever in connection with Third Avenue; provided, however, that the foregoing shall not release any of the DA Realty Parties from any obligation under any provision of this Agreement arising on or after the date hereof, including any liabilities assumed or to be settled in accordance with the provisions of this Agreement.
- (b) DA Realty Parties, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby fully and indefinitely release and discharge each of the Tahoe Investments Party, and each of its respective subsidiaries, affiliates, and any successors and assigns of any of the foregoing, from any and all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, expenses, executions, affirmative defenses, demands and other obligations or liabilities whatsoever in law or equity, whether known or unknown to any of the DA Realty Party, fixed or contingent, which any of the DA Realty Party ever had, now have or may have against any of the Tahoe Investment Parties, that relate to their mutual affairs of any nature whatsoever in connection with Third Avenue; provided, however, that the foregoing shall not release any of the Tahoe Investment Parties from any obligation under any provision of this Agreement arising on or after the date hereof, including any liabilities assumed or to be settled in accordance with the provisions of this Agreement.
- (c) Dissolution, liquidation, winding up, or termination of Third Avenue for any reason shall not release any party from any loss which at the time of such dissolution, liquidation, winding up, or termination already had accrued to any other party or which thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up, or termination.

8.8. No use. DA Realty Parties and Tahoe Investments Parties shall not use name of the Third Avenue to conduct any business once the same has been dissolved pursuant to the terms of this Agreement.

8.9. Expenses. DA Realty Parties shall be responsible for the fees and expenses incurred in connection with the dissolution and liquidation of Third Avenue.

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8.10. **Obligations of indirect members.** Mr. Aviram and Mr. Avital being members of DA Realty and Tahoe Investments respectively and as a consequence thereof, being indirect members of Third Avenue, shall take all actions necessary to cause DA Realty and Tahoe Investments to comply with this Clause 8.

8.11. **Inconsistency.** In the event of inconsistency or conflict between the terms of this Agreement and the Third Avenue Operating Agreement, the provisions of this Agreement shall prevail to the extent of such inconsistency or conflict.

9. **MUTUAL COMMITMENTS**

The Settlement Parties hereby record and agree that it is the intention of DA Realty Parties to disengage with each of the Defendant, and intention of each of the Defendant to disengage with each of the DA Realty Parties, and accordingly, it is agreed that except for the purposes of performance of this Agreement, the following obligations must be complied with:

- (a) Each of the Defendants shall not, directly or indirectly (a) hire, engage or solicit to hire or engage any individual who is engaged as an employee, partner, vendor, independent contractor or any of the DA Realty Parties; (b) otherwise induce or attempt to induce any individual who is engaged as an employee, partner, vendor, independent contractor or an agent of any of the DA Realty Parties to terminate such engagement or employment; (c) interfere in any manner whatsoever with the relationship between the DA Realty Parties and any individual which is engaged as an employee, partner, vendor, independent contractor or an agent; and (d) contact, solicit, divert, appropriate or call upon with the intent of doing business with any customer of any of the DA Realty Parties if the purpose of such activity is to solicit such customer or to encourage such customer to discontinue, reduce or adversely alter the amount of such customer's business or engagement with any of the DA Realty Parties.
- (b) Each of the DA Realty Parties shall not, directly or indirectly (a) hire, engage or solicit to hire or engage any individual who is engaged as an employee, partner, vendor, independent contractor or any of the Defendants; (b) otherwise induce or attempt to induce any individual who is engaged as an employee, partner, vendor, independent contractor or an agent of any of the Defendants to terminate such engagement or employment; (c) interfere in any manner whatsoever with the relationship between the Defendants and any individual which is engaged as an employee, partner, vendor, independent contractor or an agent; and (d) contact, solicit, divert, appropriate or call upon with the intent of doing business with any customer of any of the Defendants if the purpose of such activity is to solicit such customer or to encourage such customer to discontinue, reduce or adversely alter the amount of such customer's business or engagement with any of the Defendants.
- (c) Each of the Defendants hereby agrees to (i) protect the confidentiality of the Confidential Information of the DA Realty Parties; (ii) not disclose or permit to be disclosed the Confidential Information, either in whole or in part, to any third party whatsoever without the prior written consent of the relevant DA Realty Parties; and (iii) use the same degree of care in protecting and maintaining the

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Confidential Information as it would with its own confidential and proprietary information in order to prevent the unauthorized disclosure of the Confidential Information to any third party; and (iv) not use, distribute, disseminate or replicate the Confidential Information either for its benefit or any other third party or in any other manner or for any other purpose whatsoever, except only for the purposes for which the same has been disclosed.

- (d) Each of the DA Realty Parties hereby agrees to (i) protect the confidentiality of the Confidential Information of the Defendants; (ii) not disclose or permit to be disclosed the Confidential Information, either in whole or in part, to any third party whatsoever without the prior written consent of the relevant Defendants; and (iii) use the same degree of care in protecting and maintaining the Confidential Information as it would with its own confidential and proprietary information in order to prevent the unauthorized disclosure of the Confidential Information to any third party; and (iv) not use, distribute, disseminate or replicate the Confidential Information either for its benefit or any other third party or in any other manner or for any other purpose whatsoever, except only for the purposes for which the same has been disclosed.
- (e) Each of the Defendant shall not interfere with the matters of DA Realty Parties or use any of the DA Realty Parties or their name thereof for any reason whatsoever, including but not limited to, making public statements or press releases, branding, business communications, advertising, promotional and marketing purposes, and to gain business or commercial advantage of any kind whatsoever.
- (f) Each of the DA Realty Parties shall not interfere with the matters of the Defendants or use any of the Defendants or their name thereof for any reason whatsoever, including but not limited to, making public statements or press releases, branding, business communications, advertising, promotional and marketing purposes, to gain business or commercial advantage.
- (g) Each of the Defendant shall not infringe upon Intellectual Property of any of the DA Realty Parties.
- (h) Each of the DA Realty Parties shall not infringe upon Intellectual Property of any of the Defendants.

10. **RELEASE**

- 10.1. **Plaintiffs' Release:** Upon successful dismissal of the Litigation, and in consideration of the promises and covenants set forth in this Agreement, the Plaintiffs, and each of their respective spouses, children, executors, representatives, guardians, heirs, estates, successors, bankruptcy estates, bankruptcy trustees, predecessors, agents, parents, subsidiaries, affiliates, officers, directors, agents, employees, successors, and assigns and all those who claim through them or who assert claims (or could assert claims) on their behalf, and each of them, will be deemed to have completely released, relinquished and indefinitely discharged the Defendants, and each of their respective spouses, children, executors, representatives, guardians, heirs, estates, successors, bankruptcy estates, bankruptcy trustees, predecessors, agents, parents, subsidiaries, affiliates, officers, directors, agents, employees, successors, and assigns (collectively and

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individually, the “**Defendants’ Released Persons**”), of and from any and all past, present and future claims, allegations, rights, covenants, causes of action, duties, obligations, demands, actions, debts, sums of money, complaints (including any complaints before the FBI), suits, contracts, agreements, promises, damages, and liabilities of every nature and description, whether arising under federal, state, local, statutory, common law, or any other domestic or foreign law, rule, or regulation, that concern, arise out of refer, or relate to: (i) any of the allegations, transactions, facts, matters, or subject matters, occurrences, representations, statements, or omissions alleged, involved, set forth, or referred to in the Litigation; or (ii) ownership, use or enjoyment of the Tahoe Fusco Property by any Person (collectively the “**Plaintiffs’ Released Claims**”); provided however, that the Plaintiffs’ Released Claims shall not include claims to enforce the Agreement.

- 10.2. **Defendants’ Release.** Upon successful dismissal of the Litigation, and in consideration of the promises and covenants set forth in this Agreement, the Defendants, and each of their respective spouses, children, executors, representatives, guardians, heirs, estates, successors, bankruptcy estates, bankruptcy trustees, predecessors, agents, parents, subsidiaries, affiliates, officers, directors, agents, employees, successors, and assigns and all those who claim through them or who assert claims (or could assert claims) on their behalf, and each of them, will be deemed to have completely released, relinquished and indefinitely discharged the Plaintiffs, and each of their respective spouses, children, executors, representatives, guardians, heirs, estates, successors, bankruptcy estates, bankruptcy trustees, predecessors, agents, parents, subsidiaries, affiliates, officers, directors, agents, employees, successors, and assigns (collectively and individually, the “**Plaintiffs’ Released Persons**”) and Zvi Holyholdings and each of its respective spouses, children, executors, representatives, guardians, heirs, estates, successors, bankruptcy estates, bankruptcy trustees, predecessors, agents, parents, subsidiaries, affiliates, officers, directors, agents, employees, successors, and assigns, of and from any and all past, present and future claims, allegations, rights, covenants, causes of action, duties, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every nature and description, whether arising under federal, state, local, statutory, common law, or any other domestic or foreign law, rule, or regulation, including, without limitation, (i) those known or unknown or capable of being known, (ii) those which are unknown but might be discovered or discoverable based upon facts other than or different from those facts known or believed at this time, including facts in the possession of and concealed by any of the Plaintiff Released Persons and Zvi Holyholdings, that concern, arise out of refer, or relate to: (i) any of the allegations, transactions, facts, matters, or subject matters, occurrences, representations, statements, or omissions alleged, involved, set forth, or referred to in the Litigation; or (ii) transfer of Third Avenue Property to Zvi Holyholdings or any other Person, or its subsequent transfer, ownership, use or enjoyment thereof by Zvi Holyholdings or any Person (collectively the “**Defendants’ Released Claims**”); provided however, that the Defendants’ Released Claims shall not include claims to enforce the Agreement.

11. **BREACH & TERMINATION**

- 11.1. **Plaintiffs’ Termination.** Each of the Plaintiff may terminate or enforce this Agreement with immediate effect by giving notice to the Defendants in the event that:

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- (a) the Purchase & Sale Agreement is not executed in accordance with Clause 4.1;
- (b) the Property Transfer is not consummated within a reasonable time;
- (c) it has verified the title and other rights granted to Zvi Holyholdings in respect of Third Avenue Property but is not satisfied with the same; or
- (d) any of the Defendant breaches any of its covenants, representations or warranties contained in this Agreement which relate to or are to be performed prior to the Plaintiffs' Satisfaction Date.

11.2. **Defendants' termination.** Each of the Defendant may terminate or enforce this Agreement with immediate effect by giving notice to the Plaintiffs in the event the Litigation is not dismissed in accordance with Clause 3.1.

11.3. **Consequences of Plaintiffs' termination.** In the event of termination pursuant to Clause 11.1 above: (i) this Agreement will become null and void and without force or effect on the Parties; and (ii) the Settlement Parties shall be restored to their respective positions in the Litigation as of the Effective Date.

11.4. **Consequences of Defendants' termination.** In the event of termination pursuant to Clause 11.2 above: (i) this Agreement will become null and void and without force or effect on the Parties; and (ii) Third Avenue and Zvi Holyholdings shall be restored to their respective positions in respect of ownership of the Third Avenue Property as of the Effective Date i.e., Third Avenue shall become the owner of the Third Avenue Property.

12. **INDEMNIFICATION**

12.1. **Plaintiffs' Indemnity.** Each Plaintiff hereby agrees to indemnify and keep indemnified each of the Defendant and Zvi Holyholdings, and each of their respective spouses, children, executors, representatives, guardians, heirs, estates, successors, bankruptcy estates, bankruptcy trustees, predecessors, agents, parents, subsidiaries, affiliates, officers, directors, agents, employees, successors, and assigns, from and against all losses, claims, proceedings, damages, costs (including legal and travelling expenses and costs, stamp duties, taxes, levies or other fees charged or chargeable in respect of the following or incidental thereto), expenses, demands and liabilities whether in contract, tort, or otherwise now or hereafter sustained or otherwise occasioned by breach by such Plaintiff of any of its obligations, representations or warranties contained in this Agreement.

12.2. **Defendants' Indemnity.** Each Defendant hereby agrees to indemnify and keep indemnified each of the Plaintiff and Zvi Holyholdings, and each of their respective spouses, children, executors, representatives, guardians, heirs, estates, successors, bankruptcy estates, bankruptcy trustees, predecessors, agents, parents, subsidiaries, affiliates, officers, directors, agents, employees, successors, and assigns, from and against all losses, claims, proceedings, damages, costs (including legal and travelling expenses and costs, stamp duties, taxes, levies or other fees charged or chargeable in respect of the following or incidental thereto), expenses, demands and liabilities whether in contract, tort, or otherwise now or hereafter sustained or otherwise

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occasioned by breach by such Defendant of any of its obligations, representations or warranties contained in this Agreement.

- 12.3. **Zvi Holyholdings Indemnity.** Zvi Holyholdings hereby agrees to indemnify and keep indemnified each of the Plaintiff and Defendant, and each of their respective spouses, children, executors, representatives, guardians, heirs, estates, successors, bankruptcy estates, bankruptcy trustees, predecessors, agents, parents, subsidiaries, affiliates, officers, directors, agents, employees, successors, and assigns, from and against all losses, claims, proceedings, damages, costs (including legal and travelling expenses and costs, stamp duties, taxes, levies or other fees charged or chargeable in respect of the following or incidental thereto), expenses, demands and liabilities whether in contract, tort, or otherwise now or hereafter sustained or otherwise occasioned by breach by Zvi Holyholdings of any of its obligations, representations or warranties contained in this Agreement.

13. **OBLIGATIONS OF ZVI HOLYHOLDINGS**

Mr. Angel shall cause Zvi Holyholdings to comply with and fulfil all of its duties, obligations, indemnities and liabilities stated under this Agreement or any document referred to in this Agreement. Mr. Angel shall be personally liable for the non-compliance or non-fulfilment of the duties, obligations, indemnities and liabilities of Zvi Holyholdings under this Agreement or any other documents referred to in this Agreement.

14. **NO ADMISSION OF WRONGDOING**

This Agreement (whether or not consummated), the settlement reflected herein, and all communications or other actions relating to this settlement shall not be used by any Settlement Party for any purpose in the Litigation and shall not, in any way, be offered or construed as, or received against any of the Parties as evidence in the Litigation or in any other civil, criminal, administrative, or other action or proceeding, including, without limitation, as evidence of: (a) an admission by any of the Parties with respect to the truth or falsity of any fact alleged in the Litigation or the deficiency of any allegation or defense that has been or could have been asserted, or of any liability, negligence, fault, misrepresentation, omission, or other wrongdoing or actionable conduct of any of the Parties. Notwithstanding the foregoing, the Settlement Parties may refer to this Agreement to effectuate the release of the Plaintiffs' Released Claims, Defendants' Released Claims and other liability protections granted hereunder.

15. **GOOD FAITH PLEADINGS**

The Settlement Parties agree not to assert in any forum that: (a) the Litigation was brought or defended in bad faith or without a reasonable basis; or (b) any Settlement Party or its counsel committed any violation of any provision of law or ethical rule relating to the prosecution or defense of the Litigation.

16. **CONSTRUCTION**

The terms, provisions, and conditions of this Agreement are the result of negotiations in good faith and at arm's length between Plaintiffs and Defendants, each of which has

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been represented by legal counsel of its own choosing. Accordingly, the terms, provisions and conditions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, without application of any rule of interpretation or construction providing that ambiguous or conflicting terms, conditions, or provisions shall be interpreted or construed against the Party whose legal counsel prepared the executed version or any prior drafts of the Agreement. The Parties agree that there is good and sufficient consideration regarding entering into this Agreement. The Parties represent that: (i) they have completely read and fully understand this Agreement and have voluntarily accepted the terms contained herein for the purposes of making a full and final compromise adjustment and settlement of any and all claims disputed or otherwise, on account of the, and for the express purpose of precluding forever any further or additional claims arising out of all matters identified herein; and (ii) they have determined that this Agreement is fair and reasonable under all circumstances and that this determination is based solely upon their independent judgment after consulting with their counsel.

17. **ENTIRE AGREEMENT**

The Settlement Parties acknowledge and agree that: (a) no promises, representations, or agreements have been made in connection with this Agreement other than those set forth herein, and that they intend this to be a final and binding settlement and release of all of Plaintiffs' Released Claims against the Defendants' Released Persons, and of all of Defendants' Released Claims against the Plaintiffs' Released Person, on the terms set forth herein, whether or not they have been previously asserted or articulated; and (b) except as expressly stated in this Agreement, none of the Settlement Parties has made any promise, statement, or representation of fact or law that has been relied upon by any of the other such signatories in entering into this Agreement.

18. **BINDING AGREEMENT**

This Agreement is binding and inures to the benefit of the Parties, their successors, and assigns. Each person signing this Agreement or any portion thereof on behalf of any entity hereby warrants and represents that such person expressly has been authorized to execute this Agreement on behalf of such entity as a document legally binding on such entity, and that such person has full authority to take all such reasonable, necessary and appropriate actions that may be required or permitted to be taken pursuant to the Agreement to effectuate its terms.

19. **NO CONTINUING WAIVER**

- 19.1. **Amendment.** No provision of this Agreement may be amended or waived except with the prior written consent of each of the Parties hereto. Provided, that the prior written consent of Zvi Holyholdings shall not be required for any amendments to this Agreement which do not affect their rights or obligations hereunder. However, Zvi Holyholdings shall be obliged to execute such supplemental agreements amending this Agreement for which the remaining Parties have provided their prior written consent, provided that prior written consent of Zvi Holyholdings will also be required if such supplemental agreements affect any rights or obligations of the Zvi Holyholdings.



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- 19.2. **Waiver.** No failure or delay on the part of any party hereto in exercising any right, power or privilege hereunder or under any other document delivered in connection herewith shall operate as a waiver of any such right, power, or privilege. Any single or partial exercise of any right, power or privilege hereunder or under any other document delivered in connection herewith shall not preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights, powers and remedies herein or in any other document delivered in connection herewith are cumulative and not exclusive of any rights, powers or remedies that would otherwise be available to any Party hereto.

20. **SIGNATURES IN COUNTERPART**

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Signatures by facsimile or other electronic imaging shall be deemed to constitute original signatures.

21. **FEES & EXPENSES**

Except as stated otherwise, each of the Parties shall bear any of its own expenses associated with entering into this Agreement.

22. **GOVERNING LAW & JURISDICTION**

This Agreement, and any disputes related thereto, shall be governed by the law of the State of Florida, and the Parties expressly submit any claim arising therefrom to the exclusive jurisdiction of the State of Florida. In the event any party shall dispute or bring legal action against any other party hereto, the prevailing party shall be entitled to reasonable attorney's fees and court costs. The Parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the others on any matters arising out of or in any way connected with this Agreement or the relationship of the Parties.

[Remainder of the Page intentionally left blank: Signature Page to Follow]

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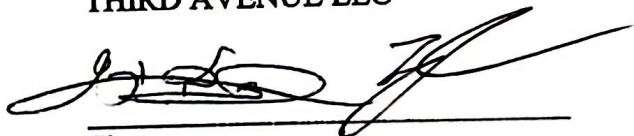
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IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year first above written.

For and on behalf of:

THIRD AVENUE LLC



Signature

Name:

Date:

Title:

Witnesses:

Signature

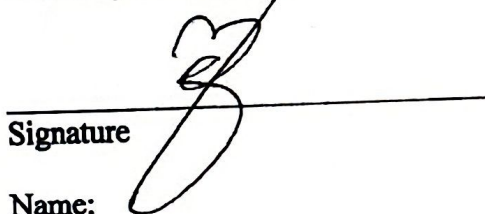
Name:

Signature

Name:

For and on behalf of:

ZVI Holyholdings LLC



Signature

Name:

Date:

Title:

For and on behalf of:

David Aviram

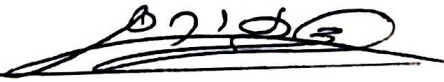


Signature

Date:

For and on behalf of:

DA REALTY LLC


Signature

Name:

Date:

Title:

For and on behalf of:

TAHO INVESTMENTS LLC


Signature

Name:

Date:

Title:

For and on behalf of:

ITAY AVITAL


Signature

Date:

For and on behalf of:

URBN FLAGLER LLC

Signature

Name:

Date:

Title:

For and on behalf of:

TAHO FUSCO LLC

Signature

Name:

Date:

Title:

For and on behalf of:

URBN GP MANAGER LLC

Signature

Name:

Date:

Title:

Annexure A

Taho Fusco Property

441 NE 3rd Avenue, Fort Lauderdale, FL 33301 and 425 NE 3rd Avenue, Fort Lauderdale, FL 33301

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Annexure B

Third Avenue Property

Property Description

421 NE 3rd Avenue, Fort Lauderdale, FL 33301

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