

Exhibit 1

IN THE CIRCUIT COURT FOR CHARLES COUNTY

BANK OF AMERICA, N.A.

FILED

Plaintiff,

NOV 15 2010

v.

CIRCUIT COURT
FOR CHARLES CO., MD.

Case No.: 08-C-10-002777

CENTRAL PARKE AT CHARLES, LLC, and
CHARLES RETREAT, LLC

Defendants.

CONSENT ORDER APPOINTING RECEIVER OF PROPERTY

This matter is before the Court on Plaintiff Bank of America, N.A.'s ("Bank of America") motion (the "Motion") to appoint a receiver over certain real and personal property located in Charles County, Maryland, which Motion was filed in this matter on September 29, 2010.

In connection with the Motion, the Court finds as follows:

1. Bank of America filed a Complaint with this Court on September 20, 2010 (the "Complaint"), against Defendants Central Parke at Charles, LLC, and Charles Retreat, LLC ("Defendants") arising out of Defendants' Default under an acquisition and development loan made by Bank of America to Charles Retreat, LLC involving a residential development located in Charles County Maryland which is commonly referred to as Central Parke at Colonial Charles.
2. Bank of America and the Defendants, through counsel, have reached a settlement of the Motion that would provide for the appointment of a receiver upon the terms and conditions set forth in this Consent Order.
3. Because the settlement among the parties was reached before a hearing

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was held on the Motion, the Court was not called upon to make any findings of fact or conclusions of law in connection with the Motion except to the limited extent set forth herein, and the Court declines to make any other such findings of fact and conclusions of law, but enters this Order based upon the agreement of the parties.

4. The parties represent that: (1) they have reviewed the terms of this Order prior to its submission to the Court for entry; (2) they consent to the entry of this Order; and (3) they have the authority to enter into this Order.

Based upon the foregoing, it is hereby **ORDERED, ADJUDGED AND DECREED** that:

1. This Court has jurisdiction over the parties and venue is proper in this Court.

2. Defendants were properly served with the Motion and the Complaint.

3. Bank of America is entitled to the appointment of a receiver for the Mortgage Property.

4. The "Mortgage Property" shall mean the "Property" and "Collateral," as such terms are described in the IDOT, less and except that portion of the Mortgage Property released from the lien of the IDOT by Bank of America.

5. The loan described in the Complaint ("Loan") and further described in that certain "Loan Agreement" dated as of March 11, 2003, as modified and attached as **Exhibit B** to Bank of America's Complaint (as modified, the "Loan Agreement") and is evidenced by that certain Acquisition and Development Note, as modified and attached as **Exhibit C** to Bank of America's Complaint (as modified, the "Note") and is secured by that certain Indemnity Deed of Trust, Assignment and Security Agreement, dated as of

March 11, 2003, made by Charles Retreat, LLC, as grantor, in favor of Bank of America, as holder, as modified and attached as **Exhibit G** to Bank of America's Complaint (as modified, the "IDOT").

6. The Loan Agreement, the IDOT, and other documents referenced in the Complaint, along with any other instrument or agreement evidencing, guaranteeing, and/or securing repayment of the Loan are hereinafter collectively referred to as the "Loan Documents."

7. Under Section 3.1 of the IDOT, a Default occurs when, among other things, Central Park at Charles, LLC fails to pay the secured indebtedness when due, fails to perform any covenant, or abandons the Mortgage Property.

8. In Section 4.1 of the IDOT, entitled "Remedies," Bank of America is entitled to the appointment of a receiver following an uncured Default:

9) Receiver Holder shall as a matter of right be entitled to the appointment of a receiver or receivers for all or any part of the Property, whether such receivership be incident to a proposed sale (or sales) of such Property or otherwise and without regard to the value of the Property or the solvency of any person or persons liable for the payment of the indebtedness secured hereby, and Grantor does hereby irrevocably consent to the appointment of such receiver or receivers, waives notice of such appointment, of any request therefor or hearing in connection therewith and any and all defenses to such appointment, agrees not to oppose any application therefor by Holder, and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Holder to application of Rents as provided in this Deed of Trust. Nothing herein is to be construed to deprive Holder of any other right, remedy or privilege it may have under the law to have a receiver appointed. Any money advanced by Holder in connection with any such receivership shall be a demand obligation (which obligation Grantor hereby promises to pay) owing

by Grantor to Holder pursuant to this Deed of Trust.

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1. Bank of America has alleged multiple Defaults under the IDOT.
2. In agreeing to the entry of this Order: (1) no party admits any liability as to the allegations in or defenses to the Motion, except as set forth herein; (2) no party admits any liability as to the allegations in or defenses to the Complaint; (3) Bank of America reserves the right to continue to prosecute its Complaint; and (4) the Defendants reserve their rights to defend against the Complaint.
3. The Court also possesses the inherent equitable power and authority to appoint a receiver of the Mortgage Property under Maryland law.
4. The Court has the power to enter an order appointing a receiver immediately to enter upon and take and maintain full control of the Mortgage Property, to preserve and protect the Mortgage Property, to collect the rents, income, and profits, if any, derived from the Mortgage Property, and to take all other appropriate acts of a receiver.
5. Pursuant to this Court's jurisdiction, Mayfield Associates, LLC, a Maryland limited liability company (the "Receiver"), is hereby appointed as the Receiver of the Mortgage Property.
6. The Receiver is authorized immediately to enter upon, take and maintain full possession and control of the Mortgage Property, collect rents, income and profits derived from the Mortgage Property, and take all other steps and actions to which either the Receiver or Bank of America would be entitled under the Loan Documents, as permitted by applicable law and this Court. The Receiver shall retain possession and control of the Mortgage Property until further order of the Court.

7. Defendants shall deliver to the Receiver unrestricted physical custody, possession and control of the Mortgage Property and all rents and other income of the Mortgage Property, all security and/or earnest money deposits, all tax escrow deposits, all keys, all books, records, checkbooks, ledgers, accounts payable and accounts receivable records, leases, rent rolls, reports, insurance policies and certificates, executory contracts, plans, specifications and drawings, technical manuals and for all systems, together with operating procedures, passwords, security codes and warranties relating to Mortgage Property, records required to be kept under applicable safety and environmental laws, and all other documents whatsoever related to the Mortgage Property, including, without limitation, all books and records, reports, bylaws, rules, regulations, minutes, and other materials relating to any homeowners association formed by or under the control of Defendants. Defendants and their agents, employees and principals shall cooperate fully with the Receiver in the conduct of its duties, and shall provide to the Receiver immediately any and all such information and access to any and all such people and records as the Receiver shall request.

8. The Receiver shall receive and take charge of the Mortgage Property and any receivables, bank accounts, actions and choses in action, and all other Mortgage Property of any kind and every kind, character and description wherever the same may be located or found and used in connection with the operation of the Mortgage Property and reduce the same to possession and shall collect all outstanding accounts, receivables, leases, rents, bank accounts, actions and choses in action, or other evidence of indebtedness and may bring suit to recover the same in its own name.

9. Within ten (10) days following the entry of this Order, Defendants shall

deliver to the Receiver (i) a list of all creditors of Defendants, including to the extent known, the names, addresses, telephone numbers and e-mail addresses of such creditors, and the amounts due to each such creditor, and (ii) a list and description of all claims and causes of action that Defendants have against any person in connection with the Mortgage Property, including to the extent known, the names, addresses, telephone numbers and e-mail addresses of such persons, and the amounts due or alleged to be from each such person. Defendants shall supplement such lists promptly to the extent information becomes known regarding additional claims or debts of Defendants.

10. The Receiver shall be entitled to the full use and benefit of any surety bonds, letters of credit, cash deposits or similar existing arrangements securing any obligation owing by Defendants to any third party in connection with the Mortgage Property.

11. Defendants shall cause, and Receiver shall be authorized on Defendants' behalf to cause, the Receiver to be named as an additional insured on any insurance policies covering the Mortgage Property. Said insurance policies will be endorsed to expressly provide that said insurance policies shall be primary and any insurance coverage maintained by Receiver shall be non-contributory. It is further agreed that Defendants shall waive all rights of subrogation against Receiver with respect to loss or damage to the Mortgage Property and all liability claims that may arise during or related to the period during which the Receiver is serving as receiver of the Mortgage Property. The Receiver may, at the direction of Bank of America or its assigns, and provided that Bank of America or its assigns agrees to fund the costs thereof, obtain any additional or other insurance covering the Mortgage Property, and such insurance expense shall be

deemed a normal, ordinary, and necessary operating expense of the Mortgage Property.

Receiver shall name Bank of America as an additional insured on any such insurance and shall name Defendants as an additional insured on any such insurance so long as Defendants are the titled owners of the Mortgage Property.

12. Any occupants in possession of the Mortgage Property, or any portion thereof, or such other persons as may be in possession thereof, are hereby directed to attorn to the Receiver, and until further order of the Court, to pay over to the Receiver or its duly designated agent all proceeds of the Mortgage Property now due and unpaid or hereafter to become due and that Defendants be enjoined and restrained from collecting the proceeds of the Mortgage Property, and from interfering in any manner with the Mortgage Property and/or the actions of the Receiver. All occupants of the Mortgage Property and other persons liable for the proceeds be and they hereby are enjoined and restrained from paying any proceeds for the Mortgage Property to Defendants or their managing agent(s), officers, directors, employees, agents, or attorneys.

13. Defendants' license and authority to collect any revenue from the Mortgage Property is hereby revoked, and should Defendants receive any revenues from the Mortgage Property on or after the Receiver takes possession of the Mortgage Property, Defendants are restrained and enjoined from disposing of such rents, issues, profits, and revenues of the Mortgage Property in any manner, other than by turning over such rents, issues, profits, and revenues to the Receiver until further order of this Court.

14. The Receiver shall manage the daily operations of the Mortgage Property and collect the revenues generated by the use and occupancy of the Mortgage Property.

15. The Receiver is authorized, subject to the final approval of Bank of

America (which shall not be unreasonably withheld), as an expense of the Mortgage Property to employ and pay Mortgage Property managers, contractors, accountants, brokers, attorneys, and any other persons and professionals as the Receiver deems appropriate to perform its duties without further order of this Court.

24) On or before thirty (30) days after the entry of this Order by this Court (the "Budget Deadline"), the Receiver shall furnish to Bank of America and Defendants a detailed, projected, monthly operating budget for the Mortgage Property which shall be subject to the written approval of Bank of America (as approved by Bank of America, and as may be amended from time to time with the approval of Bank of America, the "Budget"). The Budget shall include a detailed listing of all renovation, development, construction, and repair work that the Receiver or its agents believe is necessary to place the Mortgage Property in a saleable condition, along with a projection of the hourly fees the Receiver expects to incur for each month. Bank of America shall advise the Receiver in writing within ten (10) business days of receipt of the Budget, or any amendment thereof, whether Bank of America approves or disapproves the Budget, or any amendment thereof. The Receiver shall not incur any fees or expenses not identified in the Budget nor engage in a Material Expenditure without prior written approval of Bank of America or its assigns unless otherwise required by law.

1. Subject to the availability of funds in the receivership estate from the rents and other revenues collected from the Mortgage Property, the Receiver shall pay the

operating expenses of the Mortgage Property, including without limitation, reasonable expenses required to place the Mortgage Property in a saleable condition. In the event that the revenues collected from the Mortgage Property are insufficient to pay the operating expenses of the Mortgage Property (including the Receiver's fees and expenses), Bank of America is authorized to and may, at its own discretion, advance funds to the Receiver to fund such operating expenses. Notwithstanding the foregoing, Bank of America agrees that, in the event that the rents and other revenues collected from the Mortgage Property are insufficient to pay the hourly fees of the Receiver incurred in connection with the appointment of the Receiver, the entry of this Order, and the performance of the Receiver's duties hereunder, Bank of America or its assigns shall promptly advance to the Receiver sufficient funds to pay such fees, so long as such fees were expressly identified in the Budget or otherwise approved in writing by Bank of America. Any funds advanced by Bank of America or its assigns pursuant to this Order shall constitute a protective advance under the Note, accruing interest at the Default Rate as defined in the Note, secured by the IDOT and any payment guaranty in favor of Bank of America.

2. All financial obligations incurred by the Receiver in the performance of its duties and responsibilities under this Order shall be incurred on behalf of this receivership, and the Receiver shall not be personally liable for any such financial obligations. Notwithstanding anything to the contrary set forth in this Order, (i) the Receiver shall not take any action requiring the expenditure of funds unless adequate funds are currently available in the receivership estate from the rents and other revenues collected from the Mortgage Property or are otherwise advanced by Bank of America or

its assigns, and (ii) the Receiver shall not be required to expend its own funds in connection with the discharge of its duties under this Order.

3. The Receiver shall be paid a fee of \$200 per hour for his services, which shall be billed monthly and recorded in 1/10 hour increments.

4. In addition to the Receiver's hourly fee, the Receiver shall be reimbursed for the actual and reasonable expenses that it incurs in connection with the discharge of its duties under this Order, subject to the Budget. Such reimbursement shall be paid from the receivership estate from the rents and other revenues collected from the Mortgage Property, or otherwise advanced by Bank of America or its assigns at Bank of America or its assigns' sole discretion. The expenses contemplated by this Paragraph are expenses incurred for the direct benefit of the Mortgage Property but paid for in the first instance by the Receiver or its affiliates. Such expenses do not include reimbursement for general overhead or for any other expenses not directly related to the operation of the Mortgage Property. The Receiver shall not incur such expenses unless adequate funds are currently available in the receivership estate from the rents and other revenues collected from the Mortgage Property or are otherwise approved in advance by and advanced by Bank of America or its assigns.

5. On or before the 15th day of each month, the Receiver shall make an accounting of all revenues collected and all expenses paid for the previous month and shall file said accounting with the Court and shall serve upon Bank of America's counsel and Defendants' counsel a copy of said accounting. The Receiver shall file a final report within forty-five (45) days after the termination of the receivership.

6. On or before the 15th day of each month, the Receiver shall pay to Bank of

America all receipts remaining, if any, after payment of the fees and expenses of the Receiver and the Mortgage Property (subject to reasonable reserves agreed to by Bank of America), to be applied to the indebtedness of Defendants to Bank of America pursuant to the Loan Documents and this Order. Any receipts collected by the Receiver after all of the indebtedness due Bank of America is paid in full shall be distributed to Defendant's judgment creditors and/or Defendants by the Receiver upon further Order of this Court.

7. Subject to the availability of funds in the receivership estate, the Receiver shall pay all expenses (1) which are incurred in the normal and ordinary course of business of the Mortgage Property by the Receiver on or after the Receiver taking possession of the Mortgage Property (it being understood by Defendants and this Court that the Mortgage Property is a development site for residential for sale housing and related land development improvements such as streets, sidewalks, and utilities and the ordinary business is to develop the Property for sale) and (2) incurred by the Receiver in connection with the appointment of the Receiver and the entry of this Order. Except for expenses incurred by the Receiver prior to the entry of this Order in connection with the appointment of the Receiver or the entry of this Order, neither the Receiver nor Bank of America or its assigns shall be liable for any expenses incurred with regard to the Mortgage Property incurred prior to the Receiver taking possession of the Mortgage Property, nor shall the Receiver or Bank of America be required to use any rents or other revenues collected after the Receiver takes possession of the Mortgage Property for payment of any expenses incurred with regard to the Mortgage Property prior to the Receiver's taking possession of the Mortgage Property. Notwithstanding the foregoing, the Receiver shall pay those expenses incurred by the Receiver prior to the entry of this

Order in connection with the appointment of the Receiver and the entry of this Order, and may, in the Receiver's discretion following approval by Bank of America or its assigns (which shall not be reasonably withheld), pay those expenses which were incurred in the normal and ordinary course of business of the Mortgage Property and which were incurred prior to the Receiver taking possession of the Mortgage Property, if, and only if, the payment of any such pre-existing expenses is necessary and critical to the ongoing operation of the Mortgage Property (*e.g.*, utilities). Otherwise, no pre-existing expenses shall be paid by the Receiver. It shall be incumbent upon the Receiver, in the Receiver's discretion, to make a determination as to which expenses, if any, incurred prior to the Receiver taking possession of the Mortgage Property were incurred in the normal and ordinary course of business and the payment of which is necessary and critical to the ongoing operation of the Mortgage Property.

8. The Receiver reserves the right to seek court authorization to withdraw as the Receiver for the Mortgage Property for cause or, upon no less than sixty (60) days written notice to Bank of America and the Defendants, without cause. In the event that funds in the receivership estate from the rents and other revenues collected from the Mortgage Property or otherwise funded by Bank of America pursuant to an approved Budget are insufficient to fund any required repairs, alterations, replacements, modifications or changes to the Mortgage Property, and the failure to make any such required repairs, alterations, replacements, modifications or changes would, in the Receiver's reasonable opinion, subject the Receiver to possible criminal or civil liability, such circumstances shall be included within the meaning of the term "cause" as used in the preceding sentence.

9. Bank of America's interest in the Mortgage Property shall not be impaired by the appointment of the Receiver, and shall continue in all Mortgage Property in the possession or control of Receiver, including specifically, while the Receiver may open and maintain bank accounts in the name of the Receiver on behalf of the Mortgage Property, all existing bank accounts which are part of, or contain Mortgage Property belonging to or arising from the Mortgage Property shall remain subject to the perfected security interest in Bank of America as set forth in the Loan Documents, and all new accounts that become Mortgage Property of, or contain Mortgage Property belonging to or arising from the Mortgage Property, are and shall be subject to a perfected security interest granted pursuant to the Loan Documents.

10. The Receiver shall take reasonable actions to ensure that it complies with all laws applicable to the operation of the Mortgage Property as provided under any laws of the United States, the State of Maryland, local ordinances, regulations and codes of Charles County or any township therein where the Mortgage Property is situated, and otherwise;

11. Without limiting the foregoing, Receiver is vested with all of the powers, rights and duties provided under applicable law and the following specific powers and rights to: (a) enter upon and take possession and control of any and all of the Mortgage Property; (b) to open and maintain bank accounts in the name of the Receiver on behalf of the Mortgage Property; (c) to suspend, terminate, or grant a leave of absence to any employees, agents, or contractors of the Mortgage Property; (d) take and maintain possession of all documents, books, records, papers and accounts relating to the Mortgage Property; (e) exclude Defendants, any agent, servant or employee of the foregoing wholly

from the Mortgage Property; (f) manage and operate the Mortgage Property; (g) preserve and maintain the Mortgage Property; (h) make improvements, repairs and alterations to the Mortgage Property (it being understood by Defendants and this Court that the Mortgage Property is a development site for residential for sale housing and related land development improvements such as streets, sidewalks, and utilities and the ordinary business is to develop the Property for sale); (i) undertake any construction or repair of the Mortgage Property, with such changes, additions or modifications of the Mortgage Property as Bank of America may in its sole discretion deem appropriate or desirable; (j) conduct a marketing program with respect to all or a portion of the Mortgage Property, or employ a marketing agent or agents to do so, directed to the leasing or sale of all or portions of the Mortgage Property under such terms and conditions as Bank of America may in its sole discretion deem appropriate or desirable; (k) employ such contractors, subcontractors, materialmen, architects, engineers, consultants, managers, brokers, marketing agents, or other employees, agents, independent contractors or professionals, as Receiver may in its sole discretion deem appropriate or desirable to implement and effectuate the rights and powers herein granted; (l) execute and deliver, in the name of and as agent of any Defendant or in its own name as receiver, such documents and instruments as are necessary or appropriate to consummate authorized transactions, including but not limited to, any deeds, bills of sale, construction contracts, licenses, development agreements, undertaking with any governmental and/or quasi-governmental agency, bonds, contracts of sale, closing statements, certificates and affidavits necessary to consummate sales of the Mortgage Property or portions thereof as the Receiver, with the consent of Bank of America, shall determine, and obtain title insurance with respect

thereto; (m) enter into such leases, whether of real or personal Mortgage Property, or tenancy agreements, under such terms and conditions as Receiver may deem appropriate or desirable, subject to consent by Bank of America; (n) collect and receive the rents and profits from the Mortgage Property; (o) eject occupants or repossess personal Mortgage Property, as provided by law, for breaches of the conditions of any other agreement; (p) sue for unpaid rents and profits, payments, income or proceeds in the name of any Defendant; (q) maintain actions in forcible entry and detainer, ejectment for possession, and to pursue, resist, and defend all suits, actions, claims and demands that may be pending now or that may be brought or asserted against the Mortgage Property; (r) compromise or give acquittance for rents and profits, payments, income or proceeds that may become due; (s) undertake zoning variances with respect to the Mortgage Property and/or subdivide the Mortgage Property, subject to the consent of Bank of America, and enter into any document in connection with the foregoing; (t) deal with issues of any homeowners or similar association; (u) pursue collections from homeowners and builders who have not paid homeowners or similar assessments; (v) communicate and share information with prospective purchasers; (w) communicate and negotiate with builders, vendors and municipalities and other governmental entities, as necessary; (x) take possession of any proceeds of any insurance policies relating to the Mortgage Property and settle, adjust or compromise any claims for loss or damage under any policy or policies of insurance relating to the Mortgage Property; (y) pursue the sale of all or any portion of the Mortgage Property and (z) do any lawful acts reasonably requested by Bank of America to protect the security hereof and use such measures, legal or equitable, reasonably requested by Bank of America to implement and effectuate the provisions of

the Loan Documents.

12. Any sale of any portion of the Mortgage Property shall require ten (10) business days' prior written notice by Receiver to Bank of America, Defendants, and counsel of record describing in reasonable detail the proposed sale. The Receiver is free to sell such portion of the Mortgage Property if no objection thereto is made by said party before the expiration of such ten (10) business day notice period or if the parties are able to resolve the objection without the direction of the Court. All such sales shall be free and clear of any and all liens, claims and encumbrances of all parties, including, without limitation, Bank of America, all lien and judgment creditors and the Receiver. Any and all liens, claims and encumbrances shall attach to the proceeds from any sale. Upon sale, the Receiver shall provide the Defendants, the Defendants' creditors and their legal counsel of record with this Court written notice by certified first class mail return receipt requested of the proposed distribution of the sale proceeds.

13. The Receiver is not being appointed as a Receiver for any homeowners' associations of which the real Mortgage Property portion of the Mortgage Property may be a part (the "Association"). The Receiver, however, shall have the right to attend, participate in, and vote the interest of Defendants applicable to any unsold lots, dwelling units, and condominiums permitted to participate or vote in meetings of the Association. The Receiver shall have the right to control the Association if Defendants otherwise have such right and the Receiver deems it necessary to preserve and protect the physical condition or market value of the Mortgage Property. The Receiver shall have the discretion, but not the obligation, to exercise such rights as Receiver deems necessary to preserve and protect the Mortgage Property.

persons acting for or on behalf of Defendants, any person receiving notice of this Order, by personal service or otherwise, are hereby restrained and enjoined from disposing, transferring, exchanging, assigning, or in any way conveying any Mortgage Property or assets included in the Mortgage Property.

17. Defendants, as well as any of their agents, employees, affiliates, any persons acting for or on behalf of Defendants, and any persons receiving notice of this Order, by personal service or otherwise, having possession of any Mortgage Property, business, books, computers, computer files or other electronic media storage devices, records (paper and/or electronic), or any other assets of the Mortgage Property are hereby directed to immediately deliver same to the Receiver, its agents, and/or employees. Defendants and their agents and employees are ordered to deliver to the Receiver all keys, combinations, security codes, passwords or other access devices, implements or information necessary to operate, access, utilize or otherwise take advantage of any assets of the Mortgage Property. Receiver shall have access to, and Defendants shall deliver to Receiver, all data relating to the Mortgage Property obtainable by or through Defendants.

18. Defendants, their agents, employees, and affiliates shall cooperate with and assist the Receiver when requested by the Receiver, and shall take no action, directly or indirectly, to hinder, obstruct, or otherwise interfere with the Receiver in the performance of its duties.

19. Any brokerage institution, escrow or title company, financial institution, bank, savings and loan, mutual fund, or any other person, partnership, limited liability company, or corporation maintaining or having custody or control of any brokerage or deposit account or other asset of the Mortgage Property, that receives actual notice of this

Order, by personal service, facsimile transmission, or otherwise, shall within three (3) business days of receipt of that notice, serve on the Receiver a certified statement setting forth, with respect to each such account or other asset, the balance in the account or description of the asset as of the close of business on the date of receipt of the notice, and shall deliver all such funds or other assets to the Receiver.

20. Nothing in this Order modifies, amends, or limits in any way whatsoever the rights and remedies of Bank of America under the Loan Documents including, but not limited to, its right to foreclose on any or all of the Mortgage Property at any time, its right to payment of all proceeds arising from the sale, lease or rental of any or all of the Mortgage Property prior to all other creditors that do not have superior lien rights to such proceeds as determined by law, its right to approve sales contracts, its right to inspect books and records, its right to approve all improvements to any or all of the Mortgage Property, its right to exercise its other rights and remedies under the Loan Documents and its right to refuse to release its interests in the Mortgage Property, except in compliance with the Loan Documents; or its right to convey its interest in the Loan, Loan Agreement, the IDOT and any other instrument of agreement evidencing, securing or guarantying the Loan.

21. Without limiting any other rights or immunities the Receiver may have at law or in equity, the Receiver shall have no liability for acts or omissions made by or on behalf of it in its capacity as the Receiver of the Mortgage Property, so long as such acts and omissions are made in good faith and without gross negligence.

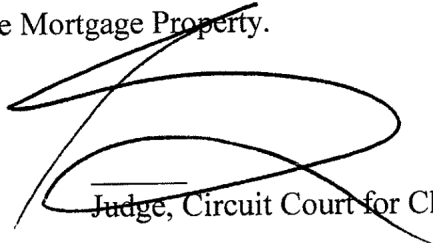
22. Receiver shall have full control over the Mortgage Property as set forth herein. Each Defendant retains all rights to corporate self-governance and the

management of its own internal corporate affairs.

23. The Court shall retain jurisdiction and supervision of all matters concerning the Receiver, the receivership and the Mortgage Property. The Receiver may seek instructions and additional authority from the Court upon written notice to Bank of America and Defendants.

24. The receivership shall terminate upon the earliest of (i) a motion by Bank of America or its assigns, (ii) after all of the obligations of Defendants to Bank of America under the Loan Agreement and IDOT have been paid in full, or (iii) an order of the Charles County Circuit Court ratifying the foreclosure sale of all or the last parcel of the Mortgage Property. Upon termination, the Receiver shall file a summary report with the Court within 45 days. The Receiver shall then be discharged of his duties.

25. The Receiver shall be required to provide a bond consistent with Maryland Rule 13-102(b)(1) as a condition of the faithful discharge of its duties. The cost of the bond shall be paid as an expense of the Mortgage Property.



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Judge, Circuit Court for Charles County

WE ASK FOR THIS:
SEYFARTH SHAW LLP

Ronald S. Gart
975 F Street, N.W.
Washington, D.C. 20004-1454
202-463-2400

TRUE COPY



TEST: SHARON L. HANCOCK, CLERK

WE ASK FOR THIS:

SEYFARTH SHAW LLP



Ronald S. Gart

SEYFARTH SHAW LLP

975 F Street, N.W.

Washington, D.C. 20004

Phone: (202) 463-2400

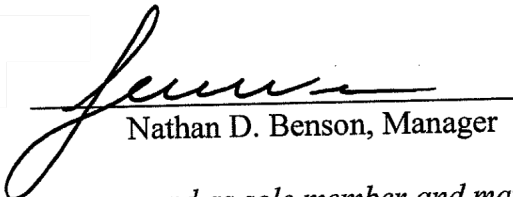
Fax: (202) 828-5393

Counsel for Bank of America, N.A.

CONSENTED TO BY:

CHARLES RETREAT, LLC

By: Sandler at Charles Properties, L.L.C.



Nathan D. Benson, Manager

*In its own name and as sole member and manager
of Defendant Central Parke at Charles, L.L.C.*

Joseph V. Kneib

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Waldorf, Md. 20601

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*Counsel for Central Parke at Charles, LLC,
and Charles Retreat, LLC*


CONSENTED TO BY:

CHARLES RETREAT, LLC

By: Sandler at Charles Properties, L.L.C.

Nathan D. Benson, Manager

*In its own name and as sole member and manager
of Defendant Central Parke at Charles, L.L.C.*



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