

**LIMITED LIABILITY COMPANY INTEREST  
SALE AND ASSIGNMENT AGREEMENT**

THIS LIMITED LIABILITY COMPANY INTEREST SALE AND ASSIGNMENT AGREEMENT (this "**Agreement**") is made as of October 16, 2009 (the "**Closing Date**"), by and among CCV Managing Member, LLC, a limited liability company organized and existing under the laws of Delaware (the "**LLC Interest Transferee**"), the Federal Deposit Insurance Corporation as Receiver for Corus Bank, N.A. (the "**Initial Member**"), and Corus Construction Venture, LLC, a limited liability company organized and existing under the laws of Delaware (the "**Company**"). Capitalized terms used and not defined in this Agreement shall have the respective meanings set forth in the LLC Operating Agreement (as hereinafter defined).

**RECITALS**

WHEREAS, on September 11, 2009, the Federal Deposit Insurance Corporation (the "**FDIC**") was appointed Receiver for Corus Bank, N.A. (the "**Failed Bank**");

WHEREAS, the Initial Member, in its capacity as receiver of Failed Bank, formed the Company by causing the Certificate of Formation of the Company to be filed with the Secretary of State of Delaware on October 12, 2009, and pursuant to the Limited Liability Company Agreement dated as of October 13, 2009 (the "**Original LLC Operating Agreement**"), was issued the sole membership interest in the Company;

WHEREAS, the Initial Member and the Company have entered into a Loan Contribution and Sale Agreement dated of even date hereof (the "**Contribution Agreement**"), pursuant to which the Initial Member, in its capacity as receiver of Failed Bank, has contributed in part and sold in part to the Company all of its right, title and interest in and to the Loans (as defined in the Contribution Agreement);

WHEREAS, after conducting a sealed bid sale for a membership interest in the Company representing 40% of the total outstanding equity interests of the Company (the "**Transferred LLC Interest**"), the Receiver selected Northwest Investments, LLC (the "**Sponsor**") as the successful bidder pursuant to the bid submitted by it and the Sponsor has deposited \$53,440,000 (the "**Earnest Money Deposit**") with the Initial Member. Following its selection as the successful bidder, the Sponsor formed the LLC Interest Transferee as a Qualified Transferee;

WHEREAS, the Initial Member will retain a 60% membership interest in the Company and desires to transfer the Transferred LLC Interest to the LLC Interest Transferee and enter into an Amended and Restated Limited Liability Company Operating Agreement among the Company, the LLC Interest Transferee and the Initial Member dated as of the date hereof (the "**LLC Operating Agreement**"), and the LLC Interest Transferee desires to acquire the Transferred LLC Interest; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Initial Member, the LLC Interest Transferee and the Company hereby agree as follows:

1. **Sale and Assignment; Purchase Price; Closing Payment; Closing; Closing Adjustment.**

(a) **Sale and Assignment.** Subject to the terms and conditions of this Agreement, the Initial Member hereby sells to the LLC Interest Transferee, and the LLC Interest Transferee hereby purchases from the Initial Member, all of the Initial Member's right, title and interest in and to the Transferred LLC Interest for a purchase price equal to the Purchase Price (as defined below).

(b) **Closing Payment.** On the Closing Date, the LLC Interest Transferee shall pay the Initial Member an amount (the "**Closing Payment**") equal to the Purchase Price less the Earnest Money Deposit, by wire transfer of immediately available funds to an account previously specified by the Initial Member. The "**Purchase Price**" shall mean (i) the sum of each product obtained by multiplying (A) 20% of the Unpaid Principal Balance of each Loan (and REO Property) as of September 11, 2009 (the "**Cut-Off Date**") as shown on the loan schedule attached as Exhibit A to the Contribution Agreement (the "**Cut-Off Date Loan Schedule**") by (B) the applicable percentage set forth opposite each Loan on the Cut-Off Date Loan Schedule.

(c) **Closing.** The closing of the sale of the Transferred LLC Interest provided for in this Agreement, herein referred to as the "**Closing**", shall take place pursuant to the procedures and subject to the conditions set forth in this Agreement.

(d) **Closing Procedure.** At the Closing, subject to and upon the terms and conditions of this Agreement, upon (i) the receipt by the Initial Member of the Closing Payment, (ii) the delivery of the executed LLC Operating Agreement by the parties thereto, and (iii) the delivery of the executed Transferee Acknowledgment and Certification, in the form attached hereto as Exhibit A (the "**Transferee Acknowledgment and Certification**") the sale and assignment of the Transferred LLC Interest to the LLC Interest Transferee and the closing of the other transactions contemplated hereby shall be effective. Effective upon the Closing, the resignations of representatives of the Initial Member from all offices and positions with any Ownership Entity, any homeownership association board, or similar organization with respect to any Acquired Collateral, shall become effective, and representatives of the LLC Interest Transferee will assume all of such offices and positions effective upon the Closing Date.

(e) **Closing Adjustment Documents; Closing Date Loan Schedule; Closing Date Ownership Entity Cash Amount.** Within sixty (60) calendar days following the Closing Date, the Initial Member shall prepare and deliver to the LLC Interest Transferee: (i) a copy of the Cut-Off Date Loan Schedule, updated to reflect the Adjusted Unpaid Principal Balance (as defined in the Contribution Agreement) of each Loan as of the Closing Date (the "**Closing Date Loan Schedule**"); (ii) a schedule setting forth the sum of all cash and cash equivalents held by or for the account of all Ownership Entities as of the Closing Date (excluding security deposits, deposits made by prospective purchasers of condominiums and cooperative units or other portions of interests in the Acquired Collateral and other cash and cash equivalents to the extent that such Ownership Entity has a corresponding liability to a third party) (the "**Closing Date Ownership Entity Cash Amount**"); (iii) a schedule setting forth the Proration Amount known as of 11:59 p.m. of the day immediately preceding the day of delivery of the Closing Adjustment Documents; and (iv) the Initial Member's calculations of the Closing Adjustment (collectively,

the “**Closing Adjustment Documents**”). The “**Proration Amount**” shall mean the difference, expressed as a positive or negative number, as the case maybe, between (i) all payments of real estate taxes and utility charges and insurance and home ownership association dues with respect to each REO Property made by the Failed Bank or the Initial Member prior to the Closing Date to the extent relating to periods on or after the Closing Date, and (ii) all payments of real estate taxes and utility charges and insurance and home ownership association dues with respect to each REO Property that the Company is obligated to make on or after the Closing Date, to the extent relating to periods prior to the Closing Date. The “**Closing Adjustment**” shall mean the sum of (i) the difference, expressed as a positive or negative number, as the case may be, between (x) the aggregate Adjusted Unpaid Principal Balance as of the Closing Date and (y) the aggregate Loan Schedule Balance as of the Cut-Off Date plus (ii) the Closing Date Ownership Entity Cash Amount plus (iii) the Proration Amount. The parties shall cooperate in the preparation of the Closing Adjustment Documents and such additional documents as may be necessary to calculate the Closing Adjustment. Without limiting the generality of the foregoing, to the extent necessary, the Company shall provide the Initial Member and its designees with reasonable access to the Company’s books, records, working papers, personnel and representatives which relate to the Loans. For the avoidance of doubt, it is the intention of the parties hereto that, in calculating the Closing Adjustment, no party shall be entitled to receive from any other party any duplicative payment or credit nor shall such party be required to provide to any other party any such duplicative payment or credit.

(f) Disagreements. Within thirty (30) calendar days after delivery of the Closing Adjustment Documents, the LLC Interest Transferee may dispute all or any portion of such Closing Adjustment Documents by giving written notice (a “**Notice of Disagreement**”) to the Initial Member setting forth in reasonable detail the basis for any such dispute and the LLC Interest Transferee’s calculation of any amounts set forth in the Closing Adjustment Documents that are the subject of such dispute (any such dispute being hereinafter called a “**Disagreement**”). Promptly following the delivery of a Notice of Disagreement, the parties shall commence good faith negotiations with a view to resolving all such Disagreements. If the LLC Interest Transferee does not give a Notice of a Disagreement within thirty (30) calendar days after delivery of the Closing Adjustment Documents, the LLC Interest Transferee will be deemed to have irrevocably accepted all of the Closing Adjustment Documents in the form delivered to the LLC Interest Transferee by the Initial Member and to have agreed to all amounts set forth therein. If the LLC Interest Transferee gives a Notice of Disagreement with respect to one or more but not all of the Closing Adjustment Documents, the LLC Interest Transferee will be deemed to have irrevocably accepted all of the Closing Adjustment Documents with respect to which no Notice of Disagreement was provided, in the form delivered to the LLC Interest Transferee by the Initial Member and to have agreed to all amounts set forth therein.

(g) Resolution of Disagreement. If the LLC Interest Transferee delivers a Notice of Disagreement and the Initial Member does not dispute all or any portion of such Notice of Disagreement by giving written notice (an “**Initial Member Notice**”) to the LLC Interest Transferee setting forth in reasonable detail the basis for such dispute within ten (10) calendar days following the receipt of such Notice of Disagreement, the Initial Member will be deemed to have irrevocably accepted the Closing Adjustment Documents as modified in the manner described in the Notice of Disagreement. If the Initial Member gives an Initial Member Notice within the ten (10)-day period described in the previous sentence, and the LLC Interest

Transferee and the Initial Member do not resolve the Disagreement within ten (10) calendar days after the delivery of the Initial Member Notice to the LLC Interest Transferee (with such resolution evidenced by a written agreement signed by the LLC Interest Transferee and the Initial Member), such Disagreement or portion thereof that is not resolved by an agreement signed by the LLC Interest Transferee and the Initial Member shall be referred to a nationally recognized public accounting firm selected by the LLC Interest Transferee and approved by the Initial Member (which approval shall not be unreasonably withheld) (the “**Independent Accounting Firm**”) for resolution. The Initial Member shall provide the Independent Accounting Firm with a copy of this Agreement and relevant Ancillary Documents, copies of relevant schedules and other documents, the Closing Adjustment Documents and any supporting documentation that has been exchanged by the parties, the Notice of Disagreement, and any partial settlements agreed to by the LLC Interest Transferee and the Initial Member in connection with the Closing Adjustment Documents that relate to the Notice of Disagreement (any such matters that have been agreed to by the parties are not considered part of the Disagreement and are not subject to a determination by the Independent Accounting Firm). The Independent Accounting Firm shall resolve the Disagreement as follows (and only as follows): it is to determine, solely based on the terms of this Agreement and the other documents made available to it in accordance with this Section 1(g), whether the Closing Adjustment is: (i) the amount claimed by the Initial Member, (ii) the amount claimed by the LLC Interest Transferee, or (iii) an amount in between the amount claimed by the Initial Member in clause (i) and the amount claimed by the LLC Interest Transferee in clause (ii). For the avoidance of any doubt, and in furtherance of the previous sentence, even if the Independent Accounting Firm determines that the correct amount of the Closing Adjustment is an amount greater than the higher of, or less than the lower of the amounts set forth in clauses (i) and (ii) of the previous sentence, the Independent Accounting Firm nevertheless must resolve the Disagreement in accordance with the parameters set forth in the previous sentence. The Independent Accounting Firm shall issue a written decision setting forth the resolution of the Disagreement and provide the same to each party. Such resolution by the Independent Accounting Firm shall be final and binding upon the parties and the parties expressly acknowledge the foregoing. The LLC Interest Transferee and the Initial Member shall use their best efforts to cause the Independent Accounting Firm to render its determination as soon as practicable after the referral to it of the Disagreement but in any event shall direct the Independent Accounting Firm to render its decision no later than thirty (30) calendar days after the date on which the Independent Accounting Firm receives all of the information to be provided to it in accordance with this Section 1(g). The LLC Interest Transferee and the Initial Member each shall cooperate with the Independent Accounting Firm and provide such firm with reasonable access to such Accounting Records and personnel as the Independent Accounting Firm reasonably requests in order to render its determination. Either the LLC Interest Transferee or the Initial Member may enforce the decision of the Independent Accounting Firm in a court of competent jurisdiction, as set forth in Section 10 herein, but neither the LLC Interest Transferee nor the Initial Member shall challenge or seek to appeal the decision of the Independent Accounting Firm, and each expressly waives any right it may otherwise have to so challenge such decision. The fees and expenses of the Independent Accounting Firm shall be shared equally between the Initial Member and the LLC Interest Transferee.

(h) Closing Adjustment. On the fifth (5th) Business Day following the acceptance or deemed acceptance of the Closing Adjustment Documents or, if later, the fifth (5th) Business

Day following the final resolution of any Disagreements relating to such Closing Adjustment Documents (the “**Adjustment Date**”), the Closing Adjustment shall be made as follows:

(I) If the Closing Adjustment is a positive amount, the aggregate outstanding principal balance under the Advance Facility shall be increased by an amount equal to the Closing Adjustment in accordance with the terms of the Advance Facility.

(II) If the Closing Adjustment is a negative amount, the Initial Member shall pay the Paying Agent an amount equal to the positive amount of the Closing Adjustment and direct the Paying Agent to deposit such amount into the Defeasance Account.

2. **LLC Operating Agreement.** Contemporaneously with the execution and delivery of this Agreement, the LLC Interest Transferee shall execute and deliver to the Company the LLC Operating Agreement.

3. **Representations and Warranties of LLC Interest Transferee.** The LLC Interest Transferee hereby represents and warrants to the Initial Member and to the Company as follows:

(a) The LLC Interest Transferee is a “Qualified Transferee,” as such term is defined in the LLC Operating Agreement, and as such, represents and warrants that each item included in such definition is true and correct in all respects as of the date hereof as if set forth herein.

(b) All information and documents provided to the Initial Member or its agents by or on behalf of the LLC Interest Transferee or any Affiliate thereof in connection with this Agreement and the transactions contemplated hereby, including, but not limited to, the Purchaser Eligibility Certification executed by the LLC Interest Transferee, are true and correct in all respects as of the date hereof.

4. **Exclusivity of Representations.** EXCEPT FOR SUCH REPRESENTATIONS AND WARRANTIES AS ARE OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE TRANSFERRED LLC INTEREST IS SOLD “AS IS” AND “WITH ALL FAULTS,” WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTY WHATSOEVER WITH RESPECT TO THE TRANSFERRED LLC INTEREST, INCLUDING AS TO ITS VALUE (OR THE VALUE, COLLECTIBILITY OR CONDITION OF THE LOANS HELD BY THE COMPANY), FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AND THE INITIAL MEMBER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE TRANSFERRED LLC INTEREST, THE LOANS OR THE COLLATERAL SECURING THE LOANS.

5. The LLC Interest Transferee hereby confirms its agreement to the terms by which the Loans have been transferred to the Company pursuant to the Contribution Agreement, including the disclaimers contained in Article IV thereof.

6. **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs (in the case of any

individual), successors and permitted assigns; provided, however, that the LLC Interest Transferee may not assign this Agreement or any of its rights, interests or obligations hereunder. Any purported assignment or delegation in violation of this Agreement shall be null and void *ab initio*.

7. **Beneficiaries**. This Agreement shall inure to the benefit of, and may be enforced by, the Initial Member, the LLC Interest Transferee, and the Company and their respective successors and assigns. Except for the FDIC (in its corporate capacity), which shall be considered a third party beneficiary to this Agreement, there shall be no other third party beneficiaries hereunder.

8. **Waivers and Amendments**. No amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and executed by the Initial Member, the LLC Interest Transferee and the Company.

9. **Governing Law**. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW, BUT IF FEDERAL LAW DOES NOT PROVIDE A RULE OF DECISION, IT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, EXCLUDING ANY CONFLICT OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. Nothing in this Agreement shall require any unlawful action or inaction by any party hereto.

10. **Jurisdiction; Venue and Service**.

(a) Each of the LLC Interest Transferee and the Company, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally:

(i) consents to the jurisdiction of the United States District Court for the Southern District of New York and to the jurisdiction of the United States District Court for the District of Columbia for any suit, action or proceeding against it or any of its Affiliates commenced by the Initial Member arising out of, relating to, or in connection with this Agreement or any Ancillary Document, and waives any right to:

(A) remove or transfer such suit, action or proceeding to any court or dispute-resolution forum (other than the court in which the Initial Member files the action, suit or proceeding) without the consent of the Initial Member;

(B) assert that venue is improper in either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia; or

(C) assert that the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia is an inconvenient forum;

(ii) consents to the jurisdiction of the Supreme Court of the State of New York, County of New York, for any suit, action or proceeding against it or any of its Affiliates commenced by the Initial Member arising out of, relating to, or in connection with this Agreement or any Ancillary Document (other than the LLC Operating Agreement), and waives any right to:

(A) remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the Initial Member);

(B) assert that venue is improper in the Supreme Court of the State of New York, County of New York; or

(C) assert that the Supreme Court of the State of New York, County of New York is an inconvenient forum;

(iii) agrees to bring any suit, action or proceeding by the LLC Interest Transferee, Company, or its Affiliates against the Initial Member arising out of, relating to, or in connection with this Agreement or any Ancillary Document in only either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia, and waives any right to remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the Initial Member, and agrees to consent thereafter to transfer of the suit, action or proceeding to either the United States District Court for the Southern District of New York or the United States District Court for the District of Columbia at the option of the Initial Member; and

(iv) agrees, if the United States District Court for the Southern District of New York and the United States District Court for the District of Columbia both lack jurisdiction to hear a suit, action or proceeding falling within Section 10(a)(iii), to bring that suit, action or proceeding in only the Supreme Court of the State of New York, County of New York, and waives any right to remove or transfer such suit, action or proceeding to any other court or dispute-resolution forum without the consent of the Initial Member.

(b) Each of the LLC Interest Transferee and the Company, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally agrees that any final judgment entered against it in any suit, action or proceeding falling within Section 10(a) may be enforced in any court of competent jurisdiction.

(c) Subject to the provisions of Section 10(d), each of the LLC Interest Transferee and the Company, on behalf of itself and its Affiliates, and the Initial Member hereby irrevocably and unconditionally agrees that service of all writs, process and summonses in any suit, action or proceeding pursuant to Section 10(a) or Section 10(b) may be effected by the mailing of copies thereof by registered or certified mail, postage prepaid, to it at its address for notices pursuant to Section 12 (with copies to such other Persons as specified therein); provided, however, that nothing contained in this Section 10(c) shall affect the right of any party to serve process in any other manner permitted by law.

(d) Nothing in this Section 10 shall constitute consent to jurisdiction in any court by the FDIC, other than as expressly provided in Section 10(a)(iii) and Section 10(a)(iv), or in any

way limit the FDIC's right to remove, transfer, seek to dismiss, or otherwise respond to any suit, action, or proceeding against it in any forum.

11. **Waiver of Jury Trial.** EACH OF THE LLC INTEREST TRANSFEREE AND THE COMPANY, FOR ITSELF AND ITS AFFILIATES, AND THE INITIAL MEMBER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

12. **Notices.** All notices, requests, demands, and other communications required or permitted to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be mailed or delivered to the applicable address or electronic mail address of the parties specified below for such Person or to such other address or electronic mail address as shall be designated by such party in a notice to the other parties. All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt (or refusal thereof) by the relevant party hereto and (ii) (A) if delivered by hand or by nationally recognized courier service, when signed for (or refused) by or on behalf of the relevant party hereto; (B) if delivered by mail, four (4) Business Days after deposit in the mails, postage prepaid; and (C) if delivered by electronic mail (which form of delivery is subject to the provisions of this paragraph), when delivered. In no event shall a voice mail message be effective as a notice, communication or confirmation hereunder.

If to the Initial Member, to:

Senior Capital Markets Specialist  
Federal Deposit Insurance Corporation  
550 17<sup>th</sup> Street, N.W.  
Room F-7026  
Washington, D.C. 20429  
Attention: Timothy A. Kruse  
Email Address: TKruse@fdic.gov



with a copy to With a copy to

Senior Capital Markets Specialist  
Federal Deposit Insurance Corporation  
550 17<sup>th</sup> Street, N.W.  
Room F-7036  
Washington, D.C. 20429  
Attention: Robert W. McComis  
Email Address: Rmccomis@fdic.gov

Manager, Structured Transactions  
Federal Deposit Insurance Corporation  
550 17<sup>th</sup> Street, NW  
Room F-7008  
Washington, D.C. 20429-0002  
Attention: George C. Alexander  
Email Address: GAlexander@fdic.gov

with a copy to:

Senior Counsel  
FDIC Legal Division  
Litigation and Resolutions Branch, Receivership Section  
Special Issues Unit  
3501 Fairfax Drive  
Room E-7056  
Arlington, Virginia 22226  
Attention: David Gearn  
Email Address: DGearn@fdic.gov

with a copy by email to:

Thomas Raburn  
Email Address: TRaburn@fdic.gov

If to the LLC Interest Transferee or to the Company, to:

Corus Construction Venture, LLC  
591 West Putnam Avenue  
Greenwich, Connecticut 06830  
Attention: John McCarthy  
Email Address: jmccarthy@starwood.com

with a copy to:

Rinaldi, Finkelstein & Franklin, LLC  
591 West Putnam Avenue  
Greenwich, CT 06830  
Attention: Ellis Rinaldi  
Email Address: Rinaldi@starwood.com

13. **Counterparts; Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. This Agreement and any amendments hereto, to the extent signed and delivered by facsimile or other electronic means, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No signatory to this Agreement shall raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature or agreement was transmitted or communicated through the use of a facsimile machine or other electronic means as a defense to the formation or enforceability of a contract and each such Person forever waives any such defense.

14. **Headings.** Paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof. All Section and paragraph references contained herein shall refer to Sections and paragraphs in this Agreement unless otherwise specified.

15. **Compliance with Law; Rules of Construction.** Except as otherwise specifically provided herein, each party to this Agreement shall, at its own cost and expense, obey and comply with all Laws, as they may pertain to such party's performance of its obligations hereunder. Section 1.2 of the Contribution Agreement (Construction) is hereby incorporated by reference into this Agreement.

16. **Right to Specific Performance.** EACH OF THE LLC INTEREST TRANSFEREE AND THE COMPANY HEREBY ACKNOWLEDGES AND AGREES THAT THE DAMAGES TO BE INCURRED BY INITIAL MEMBER AS A RESULT OF THE BREACH OF THIS AGREEMENT WILL BE DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN, THAT DAMAGES WILL NOT BE AN ADEQUATE REMEDY AND THAT ANY BREACH OR THREATENED BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT BY THE LLC INTEREST TRANSFEREE OR COMPANY MAY CAUSE IMMEDIATE IRREPARABLE HARM FOR WHICH THERE MAY BE NO ADEQUATE REMEDY AT LAW. ACCORDINGLY, THE PARTIES AGREE THAT, IN THE EVENT OF ANY SUCH BREACH OR THREATENED BREACH, THE INITIAL MEMBER SHALL BE ENTITLED TO IMMEDIATE AND PERMANENT EQUITABLE RELIEF (INCLUDING INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE OF THE PROVISIONS OF THIS AGREEMENT) FROM A COURT OF COMPETENT JURISDICTION (IN ADDITION TO ANY OTHER REMEDY TO WHICH IT MAY BE ENTITLED AT LAW OR IN EQUITY).

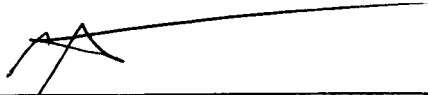
THE PARTIES AGREE AND STIPULATE THAT THE INITIAL MEMBER SHALL BE ENTITLED TO EQUITABLE (INCLUDING INJUNCTIVE) RELIEF WITHOUT POSTING A BOND OR OTHER SECURITY AND THE COMPANY FURTHER WAIVES ANY DEFENSE IN ANY SUCH ACTION FOR SPECIFIC PERFORMANCE OR INJUNCTIVE RELIEF THAT A REMEDY AT LAW WOULD BE ADEQUATE AND ANY REQUIREMENT UNDER LAW TO POST SECURITY AS A PREREQUISITE TO OBTAINING EQUITABLE RELIEF. NOTHING CONTAINED IN THIS SECTION 16 SHALL LIMIT ANY PARTY'S RIGHT TO ANY REMEDIES AT LAW, INCLUDING THE RECOVERY OF DAMAGES FOR BREACH OF THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

**LLC INTEREST TRANSFEREE:**

**CCV MANAGING MEMBER, LLC**

By:   
Name: Marcos Alvarado  
Title: Interim Co-President

**INITIAL MEMBER:**

**FEDERAL DEPOSIT INSURANCE  
CORPORATION AS RECEIVER FOR  
CORUS BANK, N.A.**

By: \_\_\_\_\_  
Name: Timothy A. Kruse  
Title: Senior Capital Markets Specialist

**COMPANY:**

**CORUS CONSTRUCTION VENTURE, LLC**

By: Federal Deposit Insurance Corporation as  
Receiver for Corus Bank, N.A., as Sole  
Member and Manager

By: \_\_\_\_\_  
Name: Timothy A. Kruse  
Title: Senior Capital Markets Specialist

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.


**LLC INTEREST TRANSFEREE:**

**CCV MANAGING MEMBER, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**INITIAL MEMBER:**

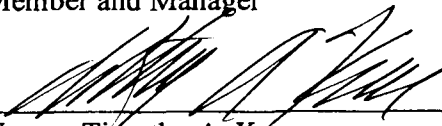
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By:   
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**COMPANY:**

**CORUS CONSTRUCTION VENTURE, LLC**

By: Federal Deposit Insurance Corporation as  
Receiver for Corus Bank, N.A., as Sole  
Member and Manager

By:   
Name: Timothy A. Kruse  
Title: Senior Capital Markets Specialist