SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is made this ____ day of January, 2000 by and between Tim Swann ("Swann") and Gregory Meeropol and Jizelle St. Fleur (jointly "Plaintiffs").

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D.C. OFFICE OF ZONING
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WITNESSETH

WHEREAS, controversies and differences have arisen between Swann and the Plaintiffs, and

WHEREAS, the parties to this Agreement desire to settle and forever resolve the outstanding controversies and differences that have arisen between Swann and the Plaintiffs, and

WHEREAS, the parties wish to settle the litigation between them, styled Meeropol v. Lawyers Title Insurance Corporation, et al., Civil Action Number 99-4526 in the Superior Court for the District of Columbia (the "suit"), according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein made and monies paid hereunder, the sufficiency of which are acknowledged, the parties hereby enter into this Agreement and state as follows:

1) The foregoing recitals are hereby incorporated into, and made a part of, this Agreement.

2) Swann agrees to pay Plaintiffs $1,000 no later than March ~~1~~ 20, 2000 and to pay Plaintiffs $1,000 on or before the ~~first~~ SEVENTH day of each month thereafter until a total of $5,000 has been paid to Plaintiffs.

TS JA GJM

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BZA
Case No. 16607
Exhibit No. 7

Board of Zoning Adjustment
District of Columbia
CASE NO.16607
EXHIBIT NO.7

3) Swann agrees to cooperate with Plaintiffs and/or their agents in getting the D.C. Surveyor's Office, and/or all other necessary governmental entities, to re-draw the line between their two properties so that it will fall along the middle of the existing party wall as highlighted in the attached survey drawing prepared by Capitol Title. Swann specifically agrees to sign the necessary documents and/or take whatever other actions may be necessary to move this property line as indicated above, thus, giving the parties marketable title to their properties.

4) Swann specifically represents that the real estate taxes on his property are current and that there are no other liens of record against his property other than a first mortgage. In the event that any/all the above representations are false, Swann specifically agrees to remove whatever cloud exists on the title to his property so that the re-drawing of the dividing line between the two properties may take place as set forth in paragraph 3 above.

5) Upon execution of this Agreement, Plaintiffs will dismiss Swann from the suit without prejudice.

6) In the event that Swann fails to make any of the payments and/or take any of the actions required of him by this Agreement, Swann agrees to the entry of a judgment against him and in favor of Plaintiffs for any outstanding amounts owed pursuant to paragraph 2 and/or 4 herein, for injunctive relief ordering him to cooperate as necessary pursuant to paragraph 3 and/or 4 herein, and for all of Plaintiffs' attorneys' fees and other costs of collection/enforcement.

7) Swann agrees that by executing this Agreement, he hereby irrevocably and unconditionally releases, acquits and forever discharges Plaintiffs, their agents, representatives, heirs, successors, assigns, attorneys and all persons acting by and through, under or in concert with any of them from any and all charges, complaints, claims liabilities, obligations, promises, agreements,

damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs) actually incurred of any nature whatsoever, known or unknown, suspected or unsuspected, which Swann now has, owns or holds, or claims to have, own or hold, or which Swann at any time heretofore had owned or held, or claimed to have had, owned or held from the beginning of time to the date of execution of this Agreement.

8) Plaintiffs agree that by executing this Agreement, they hereby irrevocably and unconditionally release, acquit and forever discharge Swann, his agents, representatives, heirs, successors, assigns, attorneys and all persons acting by and through, under or in concert with any of them from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs) actually incurred of any nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiffs now have, own or hold, or claim to have, own or hold, or which Plaintiffs at any time heretofore had owned or held, or claimed to have had, owned or held from the beginning of time to the date of execution of this Agreement.

9) This Agreement contains the entire agreement and understanding of the Parties and there are no representations or agreements other than those expressly set forth herein. This Agreement may not be modified, waived, discharged, or terminated other than by a writing executed by all the Parties hereto. The Parties hereto agree to execute any and all documents, and to take any other action that may be necessary to carry out the express terms and intent of this Agreement. The parties hereby acknowledge that the individuals executing this Agreement on behalf of the Parties are duly authorized and empowered to execute this Agreement.

10) The terms of this Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

11) Should any terms of ths Agreement be held illegal, invalid, or unenforceable unde the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid and unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. This Agreement shall be construed under the laws of the District of Columbia.

12) This Agreement settles disputed claims, and no liability is admitted by any Party hereto. All Parties have had the opportunity to obtain advice of independent counsel of their own choosing and have agreed to pay the costs and fees thereof.

13) The specific intent of this Agreement is for the Parties hereto to resolve, release, and forever dismiss any and all claims and disputes between them, including but not limited to those alleged in the litigation.

14) Time is of the essence in fulfilling the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto set forth their hands and seals as of the date set forth above.

TIM SWANN

_____ **(SEAL)**

SUBSCRIBED, sworn to, and acknowledged before me this 2nd day of February 22, 2000.

My Commission Expires:

DARLENE F. ISOM
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires September 14, 2003

_____
Notary Public

GREGORY MEEROPOL

_____ **(SEAL)**

SUBSCRIBED, sworn to, and acknowledged before me this 27th day of January, 2000.

My Commission Expires:

My Commission Expires September 30, 2002

_____
Notary Public

JIZELLE ST. FLEUR

Jizelle St Fleur (SEAL)

SUBSCRIBED, sworn to, and acknowledged before me this 27th day of January, 2000.

My Commission Expires:

My Commission Expires September 30, 2002

Notary Public