

For the Defendant: KEATING URBAN PARTNERS, L.L.C.

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ORDER

The Court having reviewed the Stipulation of Dismissal with prejudice set forth above and the terms and conditions of the Settlement Agreement, all attached exhibits, and the Addendum to the Settlement Agreement executed by the Parties attached to this Order as Exhibit "A" and incorporated in this Order as if fully set forth herein; accordingly,

IT IS ORDERED that:

1. This matter is hereby **DISMISSED** with prejudice;
2. The dismissal of this matter is expressly conditioned upon the terms and conditions of the Parties' executed Settlement Agreement attached to and incorporated in this Order;
3. The Court shall retain jurisdiction of this matter for a period of six (6) years until December 31, 2019 for the purposes of taking any action needed to enforce the terms of the attached Settlement Agreement, which is a part of this Order;

4. Any Party may apply to the Court, upon demonstrating good cause, to extend the time period that the Court retains jurisdiction for the purpose of enforcement of the attached Settlement Agreement; and

5. Each Party is to bear its own costs, including attorney's fees, as provided for in this Settlement Agreement.

Dated: Nov. 15, 2013

Noel L Hillman
HON. NOEL L. HILLMAN
UNITED STATES DISTRICT JUDGE