

## LOST NOTE AFFIDAVIT OF ROGELIO VILLARREAL

**BEFORE ME**, the undersigned authority, personally appeared, ROGELIO VILLARREAL, Senior Vice President of Ocean Bank for and on behalf of OCEAN BANK, a Florida banking corporation (“Ocean Bank”), to me known and after being duly sworn deposes and states:

1. That my name is ROGELIO VILLARREAL and I am a Senior Vice President of OCEAN BANK and I am authorized to execute and deliver this affidavit. I have personal knowledge of the statements contained in this affidavit.

2. Since June 7, 2013, OCEAN BANK has been in possession of a certain original promissory note in the principal amount of \$1,920,000.00 dated June 6, 2013, executed by FLORIDA HOLDING 4800 LLC, a Florida limited liability company (the “Promissory Note”). A true and correct copy of the Promissory Note is attached as Exhibit “A”.

3. OCEAN BANK held the original Promissory Note pursuant to that certain ASSIGNMENT OF MORTGAGE AND SECURITY INSTRUMENTS that was recorded on the 10<sup>th</sup> day of June, 2013, in the Office of the Clerk of the County of Broward in Book 49874, Page 1875 as Instrument #111592551 (“Collateral Assignment”), which Collateral Assignment was given by LAUDERHILL MALL INVESTMENTS LLC (“Assignor”), to Assignee as security for certain pre-existing loans by Assignee to Assignor.

4. On March 1, 2017, Ocean Bank executed that certain RE-ASSIGNMENT OF MORTGAGE AND SECURITY INSTRUMENTS in favor of Lauderhill Mall Investments, LLC, by which Ocean Bank assigned back to Lauderhill Mall Investments, LLC the Promissory Note, the Mortgage, and the Security Instruments (“Re-Assignment Agreement”).

5. Between June 7, 2013 and March 1, 2017, the original Promissory Note was in the possession of OCEAN BANK. On or about October 21, 2016, the Promissory Note was removed from OCEAN BANK’s vault and delivered to the undersigned, who was in actual possession of the original Promissory Note in connection with OCEAN Bank’s anticipated Re-Assignment.

6. In February, 2017, when the undersigned sought to retrieve the Promissory Note and deliver the original Promissory Note back to Assignor, its location could not be determined, despite OCEAN BANK’s diligent search and inquiry.

7. That the original Promissory Note has been lost, misplaced or otherwise destroyed, and OCEAN BANK has not been able to locate the Promissory Note despite diligent efforts to do so.

8. That the Promissory Note has not, to the best of Affiant’s knowledge, been otherwise endorsed, pledged, transferred, sold, encumbered, conveyed or hypothecated.

9. I am familiar with the nature of an oath and with the penalties imposed by the State of Florida against those persons who commit the felony of perjury. I have read this Affidavit and understand its content in full, and certify that the statements herein contained are true and correct.

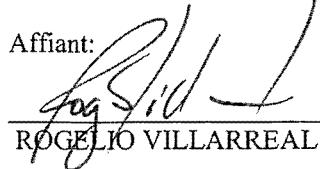


Lost Note Affidavit

Page 2

FURTHER AFFIANT SAYETH NAUGHT.

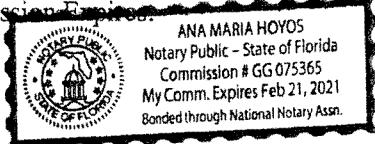
Affiant:

  
ROGELIO VILLARREAL

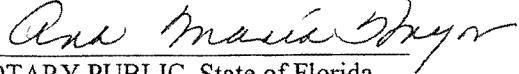
STATE OF FLORIDA )  
                          )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was sworn to and acknowledged before me this 16 day of  
March, 2017 by ROGELIO VILLARREAL, who is personally known to me or who has  
produced \_\_\_\_\_ as identification and who did take an oath.

My Commission Expires:

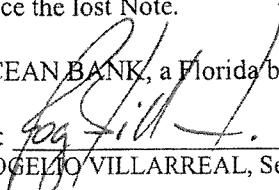


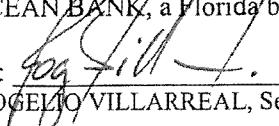
2/21/2021

  
NOTARY PUBLIC, State of Florida

INDEMNIFICATION BY OCEAN BANK

In consideration of the events described in the affidavit by Rogelio Villarreal above, Ocean Bank hereby agrees to hold Lauderhill Mall Investments, LLC harmless, and shall indemnify Lauderhill Mall Investments, LLC for any damage or other loss (including, but not limited to any attorney's fees, costs or other expenses) it may incur by reason of a claim or demand made by any other person (1) claiming to hold or own the lost Note or (2) seeking to enforce the lost Note.

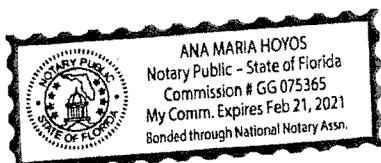
  
OCEAN BANK, a Florida banking corporation

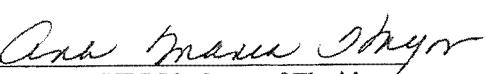
By:   
ROGELIO VILLARREAL, Senior Vice-President

STATE OF FLORIDA )  
                          )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 16th day of March 2017  
2017 by ROGELIO VILLARREAL, Senior Vice President of OCEAN BANK, who is personally known  
to me or who has produced \_\_\_\_\_ as identification and who did not  
take an oath.

My Commission Expires: 2/21/2021



  
NOTARY PUBLIC, State of Florida

PROMISSORY NOTE

\$1,920,000.00

June 6, 2013

Miami, Florida

FOR VALUE RECEIVED, FLORIDA HOLDING 4800, LLC, a Florida limited liability company, (the "Borrower") hereby promises to pay to the order of LAUDERHILL MALL INVESTMENT, LLC, a Florida limited liability company, (the "Lender"), at its offices at 696 NE 125 Street, North Miami, FL 33161, or such other place as Lender shall designate in writing from time to time, the principal sum of One Million Nine Hundred Twenty Thousand and No/100 Dollars (\$1,920,000.00) (the "Loan") in United States Dollars, together with interest thereon as hereinafter provided.

1. INTEREST RATE.

(a) The unpaid principal balance of this Promissory Note (this "Note") from day to day outstanding, which is not past due, shall bear interest at a rate of interest equal to the Applicable Interest Rate. The term "Applicable Interest Rate" means for the period commencing on the date hereof and ending at the maturity of this Note which is June 7, 2016, a fixed rate of interest equal to five (5%) per annum. Interest shall be calculated for the actual number of days which have elapsed, on the basis of a three hundred sixty (360) day year and shall be payable in arrears.

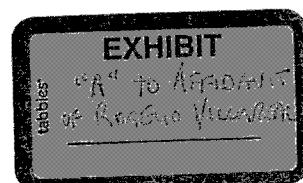
2. PAYMENT OF PRINCIPAL AND INTEREST.

Borrower shall make payments of principal and interest as follows:

(a) Borrower shall make consecutive monthly installments of principal and interest, each in the amount of the Required Monthly Payment (defined below), in arrears commencing on July 7, 2013 and on the same day of each month thereafter (each, a "Payment Date") during the term of the Loan. The term "Required Monthly Payment" means the amount required to pay the unpaid principal balance of this Note (as of the date hereof) including accrued interest at a rate equal to the Applicable Interest Rate, over a two hundred forty (240) month amortization schedule (the "Amortization Period"), in equal monthly installments. Accordingly, the initial Required Monthly Payment shall be \$12,744.92.

(b) The outstanding principal balance and all accrued and unpaid interest thereon and all other sums and fees due under this Note shall be due and payable on June 7, 2016 (the "Maturity Date").

(c) A late charge of Five (5%) Percent of the payment shall be automatically imposed on each and every payment not made within ten (10) days after the same becomes due.



3. **APPLICATION OF PAYMENTS.** Except as otherwise specified herein, each payment or prepayment, if any, made under this Note shall be applied to pay late charges, accrued and unpaid interest, principal, escrows (if any), and any other fees, costs and expenses which Borrower is obligated to pay under this Note, in such order as Lender may elect from time to time in its sole discretion.

4. **TENDER OF PAYMENT.** All payments on this Note are payable on or before 2:00 p.m. on the due date thereof, at the office of Lender specified above and shall be credited on the date the funds become available lawful money of the United States. All sums payable to Lender which are due on a day on which Lender is not open for business shall be paid on the next succeeding business day and such extended time shall be included in the computation of interest.

5. **PREPAYMENT.** Borrower may prepay the Loan in whole or in part at any time without penalty.

6. **SECURITY FOR THE NOTE.**

6.1. This Note is executed and delivered in accordance with a commercial transaction. As security for the payment of the monies owing under this Note, Borrower has delivered or has caused to be delivered to Lender the following (each a "Loan Document" and collectively with this Note and any other document, certificate or instrument executed by Borrower in connection with the Loan, together with all amendments, modifications, renewals or extensions thereof, the "Loan Documents"): (a) a Mortgage and Security Agreement by Borrower in favor of Lender executed of even date herewith to be recorded in the Public Records of Broward County, Florida (the "Mortgage") on certain real property and the improvements situated thereon in Broward County, Florida, as more fully described in the Mortgage (the "Property"); and (b) an Assignment of Leases and Rents by Borrower in favor of Lender executed of even date herewith (the "Assignment of Leases") assigning all of the assignor's rights as lessor under all leases affecting the Property.

6.2. Borrower hereby grants to Lender a continuing security interest in all property of Borrower, now or hereafter in the possession of Lender, as security for the payment of this Note and any other liabilities of Borrower to Lender, which security interest shall be enforceable and subject to all the provisions of this Note, as if such property were specifically pledged hereunder.

7. **DEFAULT RATE.** From and after the Maturity Date or from and after the occurrence of an Event of Default hereunder, irrespective of any declaration of maturity, all amounts remaining unpaid or thereafter accruing hereunder, shall, at Lender's option, bear interest at the highest permissible rate under applicable usury law. Such default rate of interest shall be payable upon demand, but in no event later than when scheduled interest payments are due, and shall also be charged on the amounts owed by Borrower to Lender pursuant to any judgments entered in favor of Lender with respect to this Note. Without limiting the generality of the foregoing, if any payment is not received by Lender on or before thirty (30) days after the due date, then the interest rate shall automatically increase to the maximum rate permitted by applicable law and will remain at the maximum rate then permitted by applicable law until the payments are completely brought up to date and current.

8. **REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Lender as follows:

8.1. **Organization, Powers.** Borrower (i) is a Florida limited liability company, duly organized, validly existing and in good standing under the laws of the state of its organization, and is authorized to do business in each other jurisdiction wherein its ownership of property or conduct of business legally requires such authorization; (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated; and (iii) has the power and authority to execute, deliver and perform, and by all necessary action has authorized the execution, delivery and performance of, all of its obligations under each Loan Document to which it is a party.

8.2. **Execution of Loan Documents.** Each of the Loan Documents to which Borrower is a party has been duly executed and delivered by Borrower. Execution, delivery and performance of each of the Loan Documents to which Borrower is a party will not: (i) violate any organizational documents of Borrower, provision of law, order of any court, agency or other instrumentality of government, or any provision of any indenture, agreement or other instrument to which it is a party or by which it or any of its properties is bound; (ii) result in the creation or imposition of any lien, charge or encumbrance of any nature, other than the liens created by the Loan Documents; and (iii) require any authorization, consent, approval, license, exemption of, or filing or registration with, any court or governmental authority.

8.3. **Obligations of Borrower.** Each of the Loan Documents to which Borrower is a party is the legal, valid and binding obligation of Borrower, enforceable against it in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles relating to or affecting the enforcement of creditors' rights generally. Borrower is obtaining the Loan for commercial purposes.

8.4. **Litigation.** There is no action, suit or proceeding at law or in equity or by or before any governmental authority, agency or other instrumentality now pending or, to the knowledge of Borrower, threatened against or affecting Borrower or any of its properties or rights which, if adversely determined, would materially impair or affect: (i) the value of any collateral securing this Note; (ii) Borrower's right to carry on its business substantially as now conducted (and as now contemplated); (iii) its financial condition; or (iv) its capacity to consummate and perform its obligations under the Loan Documents to which Borrower is a party.

8.5. **No Defaults.** Borrower is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained herein or in any material agreement or instrument to which it is a party or by which it or any of its properties is bound.

8.6. **No Untrue Statements.** No Loan Document or other document, certificate or statement furnished to Lender by or on behalf of Borrower contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading. Borrower acknowledges that all such statements,

representations and warranties shall be deemed to have been relied upon by Lender as an inducement to make the Loan to Borrower.

9. COVENANTS

9.1. Limitation on Salary or Dividends. During the continuance of an Event of Default (or upon the occurrence of a default, which with the giving of notice or the passage of time, or both, would constitute Event of Default), Borrower shall not pay a salary or dividend or otherwise make any payment of any nature to or for the benefit of any member of Borrower.

9.2. Indemnification.

9.2.1. Borrower hereby indemnifies and agrees to defend and hold harmless Lender, its officers, employees and agents, from and against any and all losses, damages, or liabilities and from any suits, claims or demands, including reasonable attorneys' fees incurred in investigating or defending such claim, suffered by any of them and caused by, arising out of, or in any way connected with the Loan Documents or the transactions contemplated therein (except to the extent determined by a final judgment of a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of any of the indemnified parties) including, without limitation: (i) disputes with any architect, general contractor, subcontractor, materialman or supplier, or on account of any act or omission to act by Lender in connection with the Property; (ii) losses, damages (including consequential damages), expenses or liabilities sustained by Lender in connection with any environmental inspection, monitoring, sampling or cleanup of the Property required or mandated by any applicable environmental law; (iii) claims by any tenant or any other party arising under or in connection with any lease of all or any portion of the Property; (iv) any untrue statement of a material fact contained in information submitted to Lender by Borrower or the omission of any material fact necessary to be stated therein in order to make such statement not misleading or incomplete; (v) the failure of Borrower to perform any obligations herein required to be performed by Borrower; and (vi) the ownership, construction, occupancy, operation, use or maintenance of the Property.

9.2.2. In case any action shall be brought against Lender, its officers, employees or agents, in respect to which indemnity may be sought against Borrower, Lender or such other party shall promptly notify Borrower and Borrower shall assume the defense thereof, including the employment of counsel selected by Borrower and satisfactory to Lender, the payment of all costs and expenses and the right to negotiate and consent to settlement. Lender shall have the right, at its sole option, to employ separate counsel in any such action and to participate in the defense thereof, all at Borrower's sole cost and expense. Borrower shall not be liable for any settlement of any such action effected without its consent (unless Borrower fails to defend such claim), but if settled with Borrower's consent, or if there be a final judgment for the claimant in any such action, Borrower agrees to indemnify and hold harmless Lender from and against any loss or liability by reason of such settlement or judgment.

9.2.3. The provisions of this Section 10.4 shall survive the repayment or other satisfaction of the Liabilities.

11

9.3 Documentary and Intangible Taxes. Borrower shall be liable for all documentary stamp and intangible taxes assessed at the closing of the Loan or from time to time during the life of the Loan.

9.4 Subordinate Financing. Borrower shall not incur or permit the incurring of any financing in addition to the Loan that is secured by a lien, security interest or other encumbrance of any part of the Property.

10. EVENTS OF DEFAULT. Each of the following, not cured within any applicable cure, grace or notice period, shall constitute an event of default hereunder (an "Event of Default"): (a) the failure of Borrower to pay any amount of principal or interest hereunder within ten (10) days from the date same becomes due and payable; or (b) the occurrence of any other default in any term, covenant or condition hereunder, and the continuance of such breach for a period of thirty (30) days after written notice thereof shall have been given to Borrower; or (c) the occurrence of any Event of Default under the Mortgage or any other Loan Document. Notwithstanding anything else to the contrary in this Note or the Loan Documents, the Lender will only exercise its rights and remedies against the Borrower for a monetary default hereunder after lapse of a ten (10)-day written notice to cure said default to be provided to the Borrower. As to a non-monetary default, the Lender will only exercise its rights and remedies against the Borrower for a non-monetary default hereunder after lapse of a thirty (30) day written notice to cure said default to be provided to the Borrower.

11. REMEDIES. If an Event of Default exists that is not cured within any applicable cure, grace or notice period, Lender may exercise any right, power or remedy permitted by law or as set forth herein or in the Mortgage or any other Loan Document including, without limitation, the right to declare the entire unpaid principal amount hereof and all interest accrued hereon, and all other sums secured by the Mortgage or any other Loan Document, to be, and such principal, interest and other sums shall thereupon become, immediately due and payable.

12. MISCELLANEOUS.

12.1. Disclosure of Financial Information. Lender is hereby authorized to disclose any financial or other information about Borrower to any regulatory body or agency having jurisdiction over Lender and to any present, future or prospective participant or successor in interest in any loan or other financial accommodation made by Lender to Borrower. The information provided may include, without limitation, amounts, terms, balances, payment history, return item history and any financial or other information about Borrower.

12.2. Integration. This Note and the other Loan Documents constitute the sole agreement of the parties with respect to the transaction contemplated hereby and supersede all oral negotiations and prior writings with respect thereto.

12.3. Attorneys' Fees and Expenses. If Lender retains the services of counsel by reason of a claim of a default or an Event of Default hereunder or under any of the other Loan Documents, or on account of any matter involving this Note, or for examination of matters subject to Lender's approval under the Loan Documents, all costs of suit and all reasonable

attorneys' fees and such other reasonable expenses so incurred by Lender shall be paid by Borrower, on demand, and shall be deemed part of the obligations evidenced hereby.

12.4. No Implied Waiver. Lender shall not be deemed to have modified or waived any of its rights or remedies hereunder unless such modification or waiver is in writing and signed by Lender, and then only to the extent specifically set forth therein. A waiver in one event shall not be construed as continuing or as a waiver of or bar to such right or remedy in a subsequent event. After any acceleration of, or the entry of any judgment on, this Note, the acceptance by Lender of any payments by or on behalf of Borrower on account of the indebtedness evidenced by this Note shall not cure or be deemed to cure any Event of Default or reinstate or be deemed to reinstate the terms of this Note absent an express written agreement duly executed by Lender and Borrower.

12.5. Waiver. Borrower, jointly and severally, waives demand, notice, presentment, protest, demand for payment, notice of dishonor, notice of protest and diligence of collection of this Note. Borrower consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions of this Note, and to the release of any collateral, with or without substitution. Borrower agrees that makers, endorsers, guarantors and sureties may be added or released without notice and without affecting Borrower's liability hereunder. The liability of Borrower shall not be affected by the failure of Lender to perfect or otherwise obtain or maintain the priority or validity of any security interest in any collateral. The liability of Borrower shall be absolute and unconditional and without regard to the liability of any other party hereto.

12.6. No Usurious Amounts. Anything herein contained to the contrary notwithstanding, it is the intent of the parties that Borrower shall not be obligated to pay interest hereunder at a rate which is in excess of the maximum rate permitted by law. If by the terms of this Note, Borrower is at any time required to pay interest at a rate in excess of such maximum rate, the rate of interest under this Note shall be deemed to be immediately reduced to such maximum legal rate and the portion of all prior interest payments in excess of such maximum legal rate shall be applied to and shall be deemed to have been payments in reduction of the outstanding principal balance, unless Borrower shall notify Lender, in writing, that Borrower elects to have such excess sum returned to it forthwith. Borrower agrees that in determining whether or not any interest payable under this Note exceeds the highest rate permitted by law, any non-principal payment, including without limitation, late charges, shall be deemed to the extent permitted by law to be an expense, fee or premium rather than interest. In addition, Lender may, in determining the maximum rate of interest allowed under applicable law, as amended from time to time, take advantage of: (i) the rate of interest permitted by Section 687.12 Florida Statues ("Interest rates; parity among licensed lenders or creditors") and 12 United States Code, Sections 85 and 86, and (ii) any other law, rule or regulation in effect from time to time, available to Lender which exempts Lender from any limit upon the rate of interest it may charge or grants to Lender the right to charge a higher rate of interest than allowed by Florida Statutes, Chapter 687.

12.7. Partial Invalidity. The invalidity or unenforceability of any one or more provisions of this Note shall not render any other provision invalid or unenforceable. In lieu of

any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

12.8. **Binding Effect.** The covenants, conditions, waivers, releases and agreements contained in this Note shall bind, and the benefits thereof shall inure to, the parties hereto and their respective heirs, executors, administrators, successors and assigns; provided, however, that this Note cannot be assigned by Borrower without the prior written consent of Lender, and any such assignment or attempted assignment by Borrower shall be void and of no effect with respect to Lender.

12.9. **Modifications.** This Note may not be supplemented, extended, modified or terminated except by an agreement in writing signed by the party against whom enforcement of any such waiver, change, modification or discharge is sought.

12.10. **Sales or Participations.** Lender may from time to time sell or assign, in whole or in part, or grant participations in, the Loan, this Note and/or the obligations evidenced thereby. The holder of any such sale, assignment or participation, if the applicable agreement between Lender and such holder so provides, shall be: (a) entitled to all of the rights, obligations and benefits of Lender; and (b) deemed to hold and may exercise the rights of setoff or Lender's lien with respect to any and all obligations of such holder to Borrower, in each case as fully as though Borrower were directly indebted to such holder. Lender may in its discretion give notice to Borrower of such sale, assignment or participation; however, the failure to give such notice shall not affect any of Lender's or such holder's rights hereunder.

12.11. **Jurisdiction.** Borrower irrevocably appoints each and every owner, partner and/or officer of Borrower as its attorneys upon whom may be served, by certified mail at the address set forth below, any notice, process or pleading in any action or proceeding against it arising out of or in connection with this Note or any other Loan Document; and Borrower hereby consents that any action or proceeding against it be commenced and maintained in any court in Broward County, Florida by service of process on any such owner, partner and/or officer; and Borrower agrees that the courts in Broward County, Florida shall have jurisdiction with respect to the subject matter hereof and the person of Borrower and all collateral securing the obligations of Borrower. Borrower agrees not to assert any defense to any action or proceeding initiated by Lender based upon improper venue or inconvenient forum.

12.12. **Notices.** All notices and communications under this Note shall be in writing and shall be given by either (a) hand-delivery, (b) first class mail (postage prepaid), certified, with return receipt requested, or (c) reliable overnight commercial courier (charges prepaid), to the addresses listed in the Mortgage. Notice shall be deemed to have been given and received: (i) if by hand delivery, upon delivery; (ii) if by mail, three (3) calendar days after the date first deposited in the United States mail; and (iii) if by overnight courier, on the date of actual delivery, or if delivery is refused, the date of such refusal. A party may change its address by giving written notice to the other party as specified herein.

12.13. Governing Law. This Note shall be governed by and construed in accordance with the substantive laws of the State of Florida without reference to conflict of laws principles.

12.14. Joint and Several Liability. If Borrower consists of more than one person or entity, the word "Borrower" shall mean each of them and their liability shall be joint and several.

12.15. Continuing Enforcement. If, after receipt of any payment of all or any part of this Note, Lender is compelled or agrees, for settlement purposes, to surrender such payment to any person or entity for any reason (including, without limitation, a determination that such payment is void or voidable as a preference or fraudulent conveyance, an impermissible setoff, or a diversion of trust funds), then this Note and the other Loan Documents shall continue in full force and effect or be reinstated, as the case may be, and Borrower shall be liable for, and shall indemnify, defend and hold harmless Lender with respect to, the full amount so surrendered. The provisions of this Section shall survive the cancellation or termination of this Note and shall remain effective notwithstanding the payment of the obligations evidenced hereby, the release of any security interest, lien or encumbrance securing this Note or any other action which Lender may have taken in reliance upon its receipt of such payment. Any cancellation, release or other such action shall be deemed to have been conditioned upon any payment of the obligations evidenced hereby having become final and irrevocable.

12.16. Waiver of Jury Trial. BORROWER AND LENDER AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY LENDER OR BORROWER, ON OR WITH RESPECT TO THIS NOTE OR ANY OTHER LOAN DOCUMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. LENDER AND BORROWER EACH HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY AND WITH THE ADVICE OF THEIR RESPECTIVE COUNSEL, WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, BORROWER WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. BORROWER ACKNOWLEDGES AND AGREES THAT THIS SECTION IS A SPECIFIC AND MATERIAL ASPECT OF THIS NOTE AND THAT LENDER WOULD NOT EXTEND CREDIT TO BORROWER IF THE WAIVERS SET FORTH IN THIS SECTION WERE NOT A PART OF THIS NOTE.

*[Remainder of page intentionally left blank; signature page to follow.]*

1/1

11

### Amortization Schedule

Borrower:	Florida Holding 4800, LLC						
Loan Amount:	\$1,920,000.00						
Interest Rate:	5.00%						
Amortization Term:	240.00 Months						
Loan Term:	36.00 Months						
Accrual Begins:	06/07/13						
Assumed Year for Calculating Per Diem:	360.00 Days						
Days In Year for Calculating Payment:	365.00 Days						
Override Payment? (Y=1, N=2):	2						
Monthly Payment (P&I):	\$12,744.92						
	Annual Sum of Payments:						
	\$152,839.04						
Payment Number	Payment Due Date	Elapsed Days	Beginning Balance	Payment Amount	Interest Accrued	Principal Due	Ending Balance
1.00	07-Jul-13	30.00	1,920,000.00	12,744.92	8,000.00	4,744.92	1,815,255.08
2.00	07-Aug-13	31.00	1,915,255.08	12,744.92	8,248.24	4,498.88	1,810,756.40
3.00	07-Sep-13	31.00	1,910,756.40	12,744.92	8,228.87	4,518.05	1,806,238.34
4.00	07-Oct-13	30.00	1,906,238.34	12,744.92	7,942.68	4,802.26	1,801,436.08
5.00	07-Nov-13	31.00	1,891,436.08	12,744.92	8,188.74	4,558.18	1,886,877.90
6.00	07-Dec-13	30.00	1,886,877.90	12,744.92	7,903.88	4,841.28	1,802,036.64
7.00	07-Jan-14	31.00	1,882,036.64	12,744.92	8,146.27	4,598.65	1,887,437.99
8.00	07-Feb-14	31.00	1,887,437.99	12,744.92	8,126.47	4,818.45	1,882,819.54
9.00	07-Mar-14	28.00	1,882,819.54	12,744.92	7,322.08	5,422.84	1,877,396.70
10.00	07-Apr-14	31.00	1,877,396.70	12,744.92	8,083.24	4,861.88	1,872,735.01
11.00	07-May-14	30.00	1,872,735.01	12,744.92	7,803.08	4,941.88	1,863,793.15
12.00	07-Jun-14	31.00	1,867,793.15	12,744.92	8,041.89	4,703.03	1,863,080.12
13.00	07-Jul-14	30.00	1,863,080.12	12,744.92	7,762.88	4,882.04	1,858,108.08
14.00	07-Aug-14	31.00	1,858,108.08	12,744.92	8,000.19	4,744.73	1,853,383.34
15.00	07-Sep-14	31.00	1,853,383.34	12,744.92	7,970.76	4,765.18	1,848,618.18
16.00	07-Oct-14	30.00	1,848,618.18	12,744.92	7,702.49	5,042.43	1,843,555.76
17.00	07-Nov-14	31.00	1,843,555.76	12,744.92	7,937.63	4,807.39	1,838,748.37
18.00	07-Dec-14	30.00	1,838,748.37	12,744.92	7,681.45	5,083.47	1,833,664.60
19.00	07-Jan-15	31.00	1,833,664.60	12,744.92	7,894.85	4,840.07	1,828,814.92
20.00	07-Feb-15	31.00	1,828,814.92	12,744.92	7,874.06	4,870.86	1,823,044.07
21.00	07-Mar-15	28.00	1,823,944.07	12,744.92	7,093.12	5,651.80	1,818,202.26
22.00	07-Apr-15	31.00	1,818,202.26	12,744.92	7,828.78	4,918.18	1,813,376.10
23.00	07-May-15	30.00	1,813,376.10	12,744.92	7,655.73	5,189.18	1,808,188.92
24.00	07-Jun-15	31.00	1,808,188.92	12,744.92	7,785.25	4,059.67	1,803,227.25
25.00	07-Jul-15	30.00	1,803,227.25	12,744.92	7,513.45	5,231.47	1,797,995.77
26.00	07-Aug-15	31.00	1,797,995.77	12,744.92	7,741.37	5,003.55	1,792,992.22
27.00	07-Sep-15	31.00	1,792,992.22	12,744.92	7,719.83	5,025.09	1,767,837.13
28.00	07-Oct-15	30.00	1,787,867.13	12,744.92	7,449.86	5,285.08	1,762,072.07
29.00	07-Nov-15	31.00	1,782,072.07	12,744.92	7,075.38	5,099.53	1,777,002.55
30.00	07-Dec-15	30.00	1,777,002.55	12,744.92	7,408.88	5,338.24	1,772,264.31
31.00	07-Jan-16	31.00	1,772,264.31	12,744.92	7,630.58	5,114.34	1,767,149.97
32.00	07-Feb-16	31.00	1,767,149.97	12,744.92	7,808.56	5,138.30	1,762,013.61
33.00	07-Mar-16	28.00	1,762,013.61	12,744.92	7,097.00	5,847.62	1,758,365.88
34.00	07-Apr-16	31.00	1,758,365.88	12,744.92	7,662.13	5,162.78	1,751,182.90
35.00	07-May-16	30.00	1,751,182.90	12,744.92	7,298.80	5,446.32	1,745,734.57
36.00	07-Jun-16	31.00	1,745,734.57	1,753,250.83	7,516.38	1,745,734.57	0.00
Total Loan Payments:	2,189,323.13						
Total Interest Paid:	279,323.13						
Total Principal Repaid:	1,920,000.00						

