

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:) Chapter 11
)
	) Case No. 09-12074 (KJC)
	) Jointly Administered
BUILDING MATERIALS HOLDING)
CORPORATION, <i>et al.</i> ,)
	) Hearing date: September 18, 2009 at 1:00 p.m.
Debtors.	) Objection date: September 11, 2009, at 4:00 p.m.

**MOTION OF SUNTRUST BANK FOR DETERMINATION THAT THE AUTOMATIC
STAY DOES NOT APPLY OR, IN THE ALTERNATIVE, TO MODIFY THE
AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362**

SunTrust Bank (“**SunTrust**”), by and through its undersigned counsel, and pursuant to section 362 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “**Bankruptcy Code**”) hereby moves (the “**Motion**”) this Court for the entry of an Order finding that the automatic stay does not apply or, in the alternative, modifying the automatic stay to allow Suntrust to exercise its rights against real property located in St. Lucie County, Florida. In support of its Motion, Suntrust states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over these cases pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a “core proceeding” within the meaning of 28 U.S.C. §§ 157(b)(2)(A) and (G).
2. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
3. The statutory predicates for the relief requested herein are sections 105 and 362 of the Bankruptcy Code, as well as Rules 4001 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Federal Rules**”).

BACKGROUND

4. On June 16, 2009 (the “**Petition Date**”), the above-captioned debtors (the “**Debtors**”) filed separate voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

5. The Debtors are debtors in possession and continue to operate their businesses pursuant to 11 U.S.C. §§ 1107 and 1108.

6. On or about April 13, 2007, prior to the initiation of these bankruptcy proceedings, GT Greens, LLC (“**GTG**”) executed and delivered for the benefit of SunTrust certain promissory notes, including a note in the original principal amount of \$7,650,000.00 (the “**Note**”) and a second note in the original principal amount of \$6,500,000.00 (the “**RLOC**” and together with the Note, collectively, the “**Notes**”). True and accurate copies of the Notes are attached hereto and incorporated herein by reference as Exhibit B.

7. To secure repayment of the Notes, GTG executed and delivered to SunTrust a certain Mortgage, Security Agreement and Assignment of Rents and Profits (the “**Mortgage**”) recorded on April 13, 2007 in the Official Records Book 2308 at Page 1521 of the Public Records of St. Lucie County, Florida, concerning real property (the “**Property**”) legally described in the Mortgage. A true and accurate copy of the Mortgage is attached hereto and incorporated herein by reference as Exhibit C.

8. Pursuant to the terms and obligations of the Notes, GTG was required to make regular payments under the Notes. GTG failed to make the required regular payments under Notes when due, and SunTrust sought to exercise its rights and remedies with respect to the Notes, including but not limited to enforcements of its rights against the Mortgage.

9. On or about June 30, 2009, SunTrust filed suit (the “**State Action**”) seeking various relief, including foreclosure on the Mortgage, against GTG and other defendants with possible interests in the Property.

10. By virtue of certain liens recorded in the Official Records Book 3001 at Page 2739, and Book 3001 at Page 2740 of the Public Records of St. Lucie County, Florida, Selectbuild Florida, LLC, f/k/a WBC Construction, LLC (“**Selectbuild**”), a subsidiary of Building Materials Holding Corporation, one of the Debtors in these cases, may hold junior liens to the Mortgage. Therefore, included among the defendants in the State Action is Selectbuild.

REQUESTED RELIEF AND BASIS THEREOF

A. The Automatic Stay Does Not Apply to SunTrust.

11. Through this Motion, SunTrust respectfully requests that the Court enter an Order providing that the automatic stay does not apply to SunTrust’s enforcement of its rights under the Mortgage.

12. Selectbuild holds a mere lien interest in the Property; as such, the Property is not property of the Debtors’ estate.

13. The opinion of the United States Bankruptcy Court for the Southern District of New York in In re Le Peck Construction Corp., 14 B.R. 195 (1981) is directly on point. The court in Le Peck determined that a senior lienholder may foreclose its lien, without stay relief, even if the foreclosure extinguishes a junior lien interest owned by a debtor.

14. The court in Le Peck determined that a senior lienholder may foreclose its lien, without stay relief, even if the foreclosure extinguishes a junior lien interest owned by a debtor. In Le Peck, the debtor held a mechanic’s lien on real property against which the senior lienholder sought to foreclose. The lender sought leave to join the debtor in the foreclosure litigation, and

the bankruptcy court granted the lender's motion, finding that the stay was inapplicable. The court determined that none of the provisions of § 362 applied to a senior lienholder's efforts to foreclose a senior lien where the result would be extinguishment of a junior lien interest held by a debtor. Id. at 196.

15. The interest at issue is a lien held by Selectbuild against the Property, which is owned by non-debtor, GTG. Selectbuild's lien interest in the Property is junior to SunTrust's interest as the present holder of the Mortgage and the Notes. As in Le Peck, the interest to be terminated is only a lien interest of a debtor in property of a non-debtor. Accordingly, the stay does not apply to SunTrust's State Action.

16. There is additional support for the holding that the automatic stay does not extend to bar efforts to terminate a debtor's junior lien interest in property of a non-debtor. In In re Lloyd C. March, 140 B.R. 387 (E.D. Va. 1992), the United States District Court for the Eastern District of Virginia held that the automatic stay does not bar a senior lienholder's efforts to foreclose a lien on a property encumbered by a junior lien held by a chapter 11 debtor.

17. The debtor in March argued that § 362(a) stayed the foreclosure because the foreclosure would directly affect the bankruptcy estate by cutting off the debtor's second lien position. The court in March determined that the senior lienholder's foreclosure was not barred by the automatic stay, explaining at length that a debtor's lien on property owned by a non-debtor did not make the property itself part of the debtor's bankruptcy estate. March, 140 B.R. at 389.

18. The court then found that the automatic stay did not protect the debtor's mere lien interest in property. The decision was based on Supreme Court authority concerning the scope of interests to be included as property of the bankruptcy estate. March, citing the Supreme

Court's decision in the Whiting Pools case, observed that the legislative history of section 541(a)(1) of the Bankruptcy Code indicated that Congress intended to exclude from the estate property of others in which the debtor had an interest such as a lien or bare legal title. March, 140 B.R. at 389, citing United States v. Whiting Pools, Inc., 462 U.S. 198, 204, footnote 8 (1983). In accordance with Supreme Court jurisprudence that a debtor's lien interests were not intended by Congress to be included as property of the estate, the court in March concluded that the senior lienholder could foreclose its lien without the need for stay relief. March, 140 B.R. at 389-390.

19. The rulings in Le Peck and March are justified by section 362(a) of the Bankruptcy Code. As observed by the court in Le Peck after an analysis of the listing of actions stayed under the various provisions of § 362(a), "[N]othing in the provisions of the automatic stay itself protects a debtor's junior lien interests." Le Peck, 140 B.R. at 38.

20. Furthermore, if this Court reads into § 362 a provision barring SunTrust from enforcing its rights in or against Property simply because Selectbuild happens to hold a junior lien interest in that Property, it would be prejudicial and inequitable to SunTrust. In the underlying case at hand, GTG is in default on its loans with SunTrust, yet if the automatic stay does apply to the State Action, GTG would enjoy all of the benefits of the automatic stay without the need to file a bankruptcy petition or honor the responsibilities of a debtor in possession to obtain those benefits.

21. Accordingly, SunTrust requests that the Court enter an order providing that the automatic stay does not apply to SunTrust's enforcement of its rights under the Mortgage including, without limitation, foreclosure of the Mortgage.

B. Alternatively, if Selectbuild's Junior Lien Interest is Protected by the Automatic Stay, There is Ample Cause to Modify the Stay under Bankruptcy Code § 362(d)(1).

22. To the extent this Court determines that the automatic stay is applicable, SunTrust requests relief from the automatic stay to proceed with the State Action.

23. Ample cause exists to modify the automatic stay under § 362(d)(1). Section 362(d)(1) provides that “[o]n request of a party in interest . . . the court shall grant relief from stay . . . for cause, including the lack of adequate protection of an interest in property of such party in interest. 11 U.S.C. § 362(d)(1).

24. The automatic stay, if applicable here, should be lifted for “cause” under § 362(d)(1). Relief from the stay is justified because there is no mechanism in this case to adequately protect SunTrust’s interests. As mentioned above, GTG has defaulted under its obligations to SunTrust and owes a principal balance in excess of \$8,000,000.00, yet GTG continues to maintain possession of the Property without having to adhere to the payment obligations related to the Note because of Selectbuild’s benefit of the stay.

25. If § 362 is read to stay SunTrust’s enforcement of the Notes, SunTrust will suffer significant prejudice. GTG’s indebtedness under the Notes continues to increase as interest, late charges and other fees and costs accumulate daily, yet the value of the Property is not increasing at any comparable rate. If SunTrust’s actions to protect its rights are subject to the automatic stay, then SunTrust’s rights must be adequately protected, however, it is clear that SunTrust’s interest in the Mortgage is not adequately protected.

26. Absent stay relief to SunTrust, GTG will effectively obtain relief far superior to filing its own bankruptcy case. It would enjoy all of the benefits of the automatic stay without having to honor the responsibilities of a debtor in possession to obtain those benefits.

27. Therefore, cause exists to modify the automatic stay to permit Suntrust to exercise its non-bankruptcy rights and remedies with respect to the Mortgage pursuant to § 362(d)(1) of the Bankruptcy Code.

WHEREFORE, for the foregoing reasons, SunTrust Bank hereby respectfully requests that this Court enter an order pursuant to section 362(d) of the Bankruptcy Code granting it the following relief: (i) declare that the automatic stay does not apply to SunTrust's actions in seeking to enforce its rights under the Mortgage against GT Green, LLC including foreclosure of the Mortgage; (b) in the alternative, modify the automatic stay to allow SunTrust to take all actions to enforce its rights under the Mortgage against GT Green, LLC including foreclosure of the Mortgage; and grant Suntrust such other relief as the Court deems just and appropriate.

Dated: August 31, 2009
Wilmington, Delaware

POLSINELLI SHUGHART PC

By: /s/ Christopher A. Ward
Christopher A. Ward (Bar No. 3877)
Shanti M. Katona, Esq.
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Wilmington, Delaware 19801
Telephone: (302) 252-0920
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Counsel to SUNTRUST BANK

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In Re:	)	Chapter 11
)	
BUILDING MATERIALS HOLDING	)	Case No. 09-12074 (KJC)
CORPORATION, <i>et al.</i>,	)	Jointly Administered
)	
Debtors.)	
)	
	)	Hearing Date: September 18, 2009 at 1:00 p.m.
	)	Objection Deadline: September 11, 2009 at 4:00 p.m.

NOTICE OF MOTION

TO: Office of the United States Trustee, the Debtors, Counsel for Debtors, counsel for the Official Committee of Unsecured Creditors, and all parties requesting notice pursuant to Bankruptcy Rule 2002.

PLEASE TAKE NOTICE that on August 31, 2009, SunTrust Bank ("**Suntrust**") filed its **Motion of Suntrust Bank for Determination that the Automatic Stay Does Not Apply or, In the Alternative, To Modify The Automatic Stay Pursuant To 11 U.S.C. § 362** (the "**Motion**") with the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), 824 Market Street, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be filed with the Bankruptcy Court on or before **September 11, 2009 at 4:00 p.m. (Eastern Time)** (the "**Objection Deadline**") and served so that they are received by the Objection Deadline on counsel to Suntrust: (a) Christopher A. Ward, Esq, POLSINELLI SHUGHART PC, 222 Delaware Avenue, Suite 1101, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE MOTION WILL BE HELD BEFORE THE HONORABLE KEVIN J. CAREY, AT THE UNITED STATES

BANKRUPTCY COURT, LOCATED AT 824 MARKET STREET, 5th FLOOR,
COURTROOM 5, WILMINGTON, DELAWARE 19801 ON SEPTEMBER 18, 2009 AT 1:00
P.M. PREVAILING EASTERN TIME.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN
ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF
REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: August 31, 2009

Respectfully submitted,
POLSINELLI SHUGHART PC

/s/ Christopher A. Ward
Christopher A. Ward, Esq. (Bar No. 3877)
Shanti M. Katona
222 Delaware Avenue, Suite 1101
Wilmington, Delaware 19801
(302) 252-0920 (Telephone)
(302) 252-0921 (Facsimile)

COUNSEL FOR SUNTRUST BANK

EXHIBIT A

PROPOSED ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
)	
	)	Case No. 09-12074 (KJC)
	)	Jointly Administered
BUILDING MATERIALS HOLDING)	
CORPORATION, <i>et al.</i> ,)	
	)	Re: Docket No. _____
Debtors.)	

**ORDER GRANTING MOTION OF SUNTRUST BANK
TO MODIFY THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362**

Upon the motion (the “**Motion**”)¹ of SunTrust Bank (“**SunTrust**”) for the entry of an order modifying the automatic stay pursuant to section 362(d) of the Bankruptcy Code; and it appearing that the Court has jurisdiction over this matter; and it appearing that notice of the Motion as set forth therein is sufficient; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing thereof, it is hereby

ORDERED that the Motion is granted; and it is further

ORDERED that the automatic stay imposed by 11 U.S.C. § 362 does not apply to SunTrust’s State Action and SunTrust is permitted to take all actions to enforce its rights under the Mortgage against GT Green, LLC including foreclosure of the Mortgage to final resolution and execute upon any judgment obtained; and it is further

¹ Capitalized terms not otherwise defined shall have the meaning ascribed such terms in the Motion.

ORDERED that to the extent that the automatic stay remains in effect, the stay is lifted and SunTrust is permitted to take all actions to enforce its rights under the Mortgage against GT Green, LLC including foreclosure of the Mortgage to final resolution and execute upon any judgment obtained.

Dated: September __, 2009
Wilmington, Delaware

The Honorable Kevin J. Carey
United States Bankruptcy Judge

EXHIBIT B

NOTES

PROMISSORY NOTE

("Acquisition and Development Promissory Note")

("Promissory Note" or "Note")

\$7,650,000.00

CORAL SPRINGS, FLORIDA

APRIL 13, 2007

FOR VALUE RECEIVED, the undersigned, GT GREENS, LLC, a Florida limited liability company (collectively "Maker" or "Borrower"), promises to pay to the order of SUNTRUST BANK, a State Bank organized under the laws of Georgia ("Lender"), the principal sum of SEVEN MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS (\$7,650,000.00), or so much thereof as shall from time to time be advanced under the terms of this Note or under that certain Construction Loan Agreement ("GT GREENS") of even date herewith between Borrower and Lender (the "Agreement"), together with interest on the outstanding principal balance thereof from time to time outstanding until paid according to the terms of this Note. Interest shall accrue at a variable rate equal to the LIBOR (London Interbank Offered Rate) plus TWO HUNDRED FIFTY (250) basis points ("LIBOR RATE") which shall be quoted for a ONE MONTH period and adjusted on the first day of each calendar month thereafter ("Interest Rate Determination Date"). The LIBOR RATE shall remain fixed during each month based upon the interest rate established on the applicable Interest Rate Determination Date. LIBOR shall mean that rate per annum effective on any Interest Rate Determination Date which is equal to the quotient of: i) the rate per annum equal to the offered rate for deposits in U.S. dollars for a one (1) month period, which rate appears on that page of Bloomberg reporting service, or such similar service as determined by the Lender, that displays British Bankers' Association interest settlement rates for deposits in U.S. Dollars, as of 11:00 a.m. (London, England time) two (2) Business Days prior to the Interest Rate Determination Date; provided, that if no such offered rate appears on such page, the rate used for such Interest Period will be the per annum rate of interest determined by the Lender to be the rate at which U.S. dollar deposits for the Interest Period, are offered to the Lender in the London Inter-Bank Market as of 11:00 a.m. (London, England time), on the day which is two (2) Business Days prior to the Interest Rate Determination Date, divided by, (ii) a percentage equal to 1.00 *minus* the maximum reserve percentages (including any emergency, supplemental, special or other marginal reserves) expressed as a decimal (rounded upward to the next 1/100th of 1%) in effect on any day to which the Lender is subject with respect to any LIBOR loan pursuant to regulations issued by the Board of Governors of the Federal Reserve System with respect to eurocurrency funding (currently referred to as "eurocurrency liabilities" under Regulation D). This percentage will be adjusted automatically on and as of the effective date of any change in any reserve percentage. Interest herein will be computed on the basis of a 360 day year and shall be calculated for the actual number of days elapsed.

Principal and Interest shall be payable in lawful money of the United States, at: 777 Brickell Avenue, Miami, Florida, or at such other place as the holder thereof may designate in writing as follows:

Accrued interest shall be due and payable monthly, with the first such payment commencing on June 1, 2007, and continuing monthly thereafter on the 1st day of

EXHIBIT

A

Bergman & Jacobs, P.A.

2001 HOLLYWOOD BOULEVARD, SUITE 200, HOLLYWOOD, FLORIDA 33020

each month, until May 1, 2010, (the "Maturity Date") at which time the entire principal balance plus accrued interest, if any, shall be due and payable in full.

IN ADDITION TO THE ABOVE, PRINCIPAL REDUCTIONS SHALL BE MADE IN ACCORDANCE WITH ARTICLES 4.2 AND 4.3 OF THE CONSTRUCTION LOAN AGREEMENT ("GT GREENS PROJECT") OF EVEN DATE HERewith.

Subject to the terms of the Agreements, the proceeds of this Note shall be initially used for the acquisition and development of the Mortgaged Property described in the Mortgage as Exhibit "A" and the development of the Mortgaged Property described in Exhibit "A" of the Agreement for the GT GREENS Project.

The Maker and any endorsers, sureties, guarantors and all others who are, or may become liable for the payment thereof severally:

a) waive presentment for payment, demand, notice of demand, notice of non payment, or dishonor, protest and notice of protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note.

b) waive all applicable exemption rights, whether under the State Constitution, Homestead Laws or otherwise, and also waive valuation and appraisalment.

c) consent to all extensions of time, renewals, postponements of time of payment of this Note or other modifications hereof, from time to time or after the Maturity Date hereof, whether by acceleration or in due course, without notice, consent or consideration to any of the foregoing,

d) agree to any substitution, exchange, addition or release of any of the indebtedness evidenced by this Note, or the addition or release of any party or person primarily or secondarily liable hereon.

e) agree that the holder shall not be required first to institute any suit, or to exhaust its remedies against the undersigned Maker or any other person or party to become liable hereunder against the security in order to enforce the payment of this Note.

f) agree that notwithstanding the occurrence of any of the foregoing (except by the express written release by the holder of any such person), the undersigned shall be and remain jointly and severally directly and primarily liable for all sums due under this Note.

In addition to the payments of principal and interest required to be paid under the terms of this Note and the Agreement, if there be a default under the terms of this Note or the Agreement, the holder shall be entitled to recover from the Maker all of the holder's costs of collection, including the holder's reasonable attorney's fees, whether for services incurred in collection, litigation, bankruptcy proceedings, appeals or otherwise, and all other costs incurred in the connection

Bergman & Jacobs, P.A.

2001 HOLLYWOOD BOULEVARD, SUITE 200, HOLLYWOOD, FLORIDA 33020

therewith.

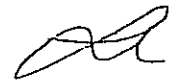
All payments required to be paid under the terms of this Note shall first be applied to costs that may be due from the maker to the holder, as aforesaid, and then shall be applied to interest due and owing and the remainder shall be applied to principal due and owing under the terms hereof.

This Note is secured by and is subject to (i) a Mortgage, Security Agreement and Assignment of Leases, Rents and Profits of even date herewith ("Mortgage"); (ii) the unconditional personal guaranty or guarantees (the "Guaranty") of LEWIS MOSCOVITCH and CARLA MOSCOVITCH, husband and wife (collectively the "Guarantors"; or separately a "Guarantor"); (iii) the Agreements; and (iv) all of the terms and conditions of other instruments executed and delivered by the Maker to the Lender of even date herewith as security for and securing the indebtedness evidenced by this Note (the "Loan Documents") and is to be construed and enforced according to the laws of the State of Florida and reference is made to the Mortgage, Guaranty, Agreement, and Loan Documents for rights as to the acceleration of the indebtedness evidenced by this Note.

In the event that any sums of money due under the terms of this Promissory Note shall not promptly and fully be paid within TEN (10) days after the same severally becomes due and payable, or in the event of any other Event of Default under the terms of this Note or the Mortgage, Guaranty, Agreement or Loan Documents secured hereby, which are not cured within the applicable cure period, or if the Lender, in good faith, deems itself insecure, or upon any default in the payment of any sum due by Maker to Lender under that certain promissory note in the amount of \$6,500,000.00 ("Revolving Construction Promissory Note") or upon any default in the payment of any sum due by Maker to Lender under any other promissory note, or upon the insolvency, bankruptcy, dissolution, death or incompetency of any maker or endorser, or upon the insolvency, bankruptcy, dissolution, death or incompetency of any guarantor hereof, the entire principal indebtedness evidenced hereby, together with all arrearage of interest hereon and other sums due hereunder and under said mortgage shall, at the option of the holder hereof, become due and payable immediately, without presentation, demand or further action of any kind and execution may forthwith issue for the collection of same.

Provided that the holder has not exercised its right to accelerate the payment of this Promissory Note, as hereinabove provided, a late charge of five (5%) percent of any payment required hereunder shall be imposed on each and every payment not received by the holder within TEN (10) days after it is due. The late charge is not a penalty, but liquidated damages to defray administrative and related expenses due to such late payment. The late charge shall be immediately due and payable and shall be paid by the maker to the holder without notice or demand; provided, however, under no circumstances shall any such late charge be imposed which shall be in excess of the maximum legal interest rate chargeable under Florida law.

The Maker and any endorsers, sureties, Guarantors, and all others who are or who may become liable for the payment hereof, severally expressly authorize and empower the holder, at its sole discretion, at any time after the occurrence of a default hereunder, to appropriate and, in such order as the holder may elect, apply to the payment hereof or to the payment of any and all indebtedness, liabilities and obligations of such parties to the holder or any of the holder's affiliates, whether now existing or hereafter created or arising or now owned or howsoever after acquired by



holder or any of the holder's affiliates (whether such indebtedness, liabilities and obligations are or will be joint or several, direct or indirect, absolute or contingent, liquidated or unliquidated, matured or unmatured, including but not limited to any letter of credit issued by the holder for the benefit of any such parties) any and all money, general or specific deposits or collateral of any such parties now or hereafter in the possession of the holder, except that the holder's right to appropriate and apply any and all money, general or specific deposits of the maker, endorsers, sureties, and guarantors, shall not extend to any Individual Retirement Accounts and/or Keough accounts that are in the possession of the holder.

The Maker and any endorsers, sureties, Guarantors, and all others who are or who may become liable for the payment hereof, severally, irrevocably and unconditionally: (a) agree that any suit, action or other legal proceeding arising out of or relating to this Note may be brought, at the option of the holder, in either a court of record of the State of Florida in ST. LUCIE COUNTY or in the United States District Court for the Middle District of Florida; (b) consent to the jurisdiction of each such Court in any such suit, action or proceeding; and (c) waive any objection which it or they may have to the laying of venue of such suit, action or proceeding in any of such Courts.

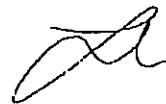
Notwithstanding any provision herein or in any instrument now or hereafter securing this Note, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the usury laws of Florida, and any amount paid in excess thereof shall be applied to the unpaid principal balance. Such application shall be made to future installments of principal in the inverse order of their maturity and shall not change or modify the payments next due, but shall accelerate the final maturity date. In the event of the acceleration of this Note, the total charges for interest and the nature of interest shall not exceed the maximum amount allowed by law and any excess portion of such charges that may have been prepaid shall be refunded to the Maker at the time of acceleration. Such refund may be made by application of the amount involved against the sums due hereunder, but such crediting shall not cure or waive the default occasioning acceleration.

Maker may prepay the principal amount outstanding, in whole or in part, at any time without penalty.

Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

After maturity or default, this Note shall bear interest at the highest rate permitted under the then applicable law, provided, however, in the event there is then no such highest rate applicable or in the event said highest rate is otherwise indeterminable, the parties agree that the applicable rate shall be EIGHTEEN (18.00%) PERCENT per annum, further provided, however, in no event shall such rate exceed the highest rate permissible under the applicable law.

This Note shall be construed, interpreted, enforced, and governed by in accordance with the laws of the State of Florida (excluding the principles thereof governing conflicts of law) and federal law in the event federal law permits a higher rate of interest than State law.



If any provision or portion of this Note is declared or found by a Court of competent jurisdiction to be unenforceable or null and void, such provision or portion thereof shall be deemed stricken and severed from this Note and the remaining provisions and portions thereof shall continue in full force and effect.

BORROWER HAS THIS DATE EXECUTED AND DELIVERED TO LENDER A PROMISSORY NOTE IN THE AMOUNT OF \$6,500,000.00 ("Revolving Construction Promissory Note"). ANY DEFAULT IN SUCH NOTE SHALL BE DEEMED A DEFAULT HEREUNDER.

LENDER AND BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEAL, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER EXTENDING CREDIT TO BORROWER. FURTHER, BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDER, NOR THE LENDER'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

THE PROPER FLORIDA DOCUMENTARY STAMP TAX HAS BEEN PAID AND THE PROPER DOCUMENTARY STAMPS HAVE BEEN AFFIXED TO THE MORTGAGE SECURING THIS PROMISSORY NOTE.

GT GREENS, LLC
a Florida limited liability company
By its sole managing member:
GT GREENS, INC.
a Florida corporation

By:


LEWIS MOSCOVITCH

As its: President

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 13 day of April, 2007, by LEWIS MOSCOVITCH, as President of GT GREENS, INC., a Florida corporation, the sole managing member of GT GREENS, LLC, a Florida limited liability company, on behalf of the company. He/she (☒) is personally known to me or (☐) has produced _____ as identification.



Larry A. Rothenberg
My Commission DD292095
Expires March 19, 2008

LARRY A. ROTHENBERG

NOTARY PUBLIC, STATE OF FLORIDA

Print Name:

Commission Number:

A handwritten signature in dark ink, appearing to be "LJ" or similar, located in the bottom right corner of the page.

REVOLVING PROMISSORY NOTE

("Revolving Construction Promissory Note")

("Promissory Note" or "Note")

\$6,500,000.00

CORAL SPRINGS, FLORIDA

APRIL 3, 2007

FOR VALUE RECEIVED, the undersigned, GT GREENS, LLC, a Florida limited liability company (collectively "Maker" or "Borrower"), promises to pay to the order of SUNTRUST BANK, a State Bank organized under the laws of Georgia ("Lender"), the principal sum of SIX MILLION FIVE HUNDRED THOUSAND DOLLARS (\$6,500,000.00), or so much thereof as shall from time to time be advanced under the terms of this Note or under that certain Construction Loan Agreement ("GT GREENS") of even date herewith and Lender (the "Agreement"), together with interest on the outstanding principal balance thereof from time to time outstanding until paid according to the terms of this Note. Interest shall accrue at a variable rate equal to the LIBOR (London Interbank Offered Rate) plus TWO HUNDRED FIFTY (250) basis points ("LIBOR RATE") which shall be quoted for a ONE MONTH period and adjusted on the first day of each calendar month thereafter ("Interest Rate Determination Date"). The LIBOR RATE shall remain fixed during each month based upon the interest rate established on the applicable Interest Rate Determination Date. LIBOR shall mean that rate per annum effective on any Interest Rate Determination Date which is equal to the quotient of: i) the rate per annum equal to the offered rate for deposits in U.S. dollars for a one (1) month period, which rate appears on that page of Bloomberg reporting service, or such similar service as determined by the Lender, that displays British Bankers' Association interest settlement rates for deposits in U.S. Dollars, as of 11:00 a.m. (London, England time) two (2) Business Days prior to the Interest Rate Determination Date; provided, that if no such offered rate appears on such page, the rate used for such Interest Period will be the per annum rate of interest determined by the Lender to be the rate at which U.S. dollar deposits for the Interest Period, are offered to the Lender in the London Inter-Bank Market as of 11:00 a.m. (London, England time), on the day which is two (2) Business Days prior to the Interest Rate Determination Date, divided by, (ii) a percentage equal to 1.00 *minus* the maximum reserve percentages (including any emergency, supplemental, special or other marginal reserves) expressed as a decimal (rounded upward to the next 1/100th of 1%) in effect on any day to which the Lender is subject with respect to any LIBOR loan pursuant to regulations issued by the Board of Governors of the Federal Reserve System with respect to eurocurrency funding (currently referred to as "eurocurrency liabilities" under Regulation D). This percentage will be adjusted automatically on and as of the effective date of any change in any reserve percentage. Interest herein will be computed on the basis of a 360 day year and shall be calculated for the actual number of days elapsed.

Principal and Interest shall be payable in lawful money of the United States, at: 777 Brickell Avenue, Miami, Florida, or at such other place as the holder thereof may designate in writing as follows:

Accrued interest shall be due and payable monthly, with the first such payment commencing on June 1, 2007, and continuing monthly thereafter on the 1st day of

EXHIBIT

B

Bergman & Jacobs, P.A.

2001 HOLLYWOOD BOULEVARD, SUITE 200, HOLLYWOOD, FLORIDA 33020

each month, until May 1, 2010, (the "Maturity Date") at which time the entire principal balance plus accrued interest, if any, shall be due and payable in full.

IN ADDITION TO THE ABOVE, PRINCIPAL REDUCTIONS SHALL BE MADE IN ACCORDANCE WITH ARTICLES 4.2 AND 4.3 OF THE CONSTRUCTION LOAN AGREEMENT ("GT GREENS PROJECT") OF EVEN DATE HERewith.

Subject to the terms of the Agreements, the proceeds of this Note shall be initially used for the construction of ONE HUNDRED SEVENTY SIX(176) condominium units for the GT GREENS Project. The proceeds of this Note may be advanced on a revolving basis, whereby the outstanding principal balance thereof may be borrowed, repaid, reborrowed and repaid during the term hereof provided the outstanding principal balance outstanding does not, at any one time, exceed the sum of SIX MILLION FIVE HUNDRED THOUSAND DOLLARS (\$6,500,000.00), however, availability to receive proceeds from this Note on a revolving basis shall be subject to the Lender approving the development of additional phases, in its sole discretion and further subject to the Borrower and Lender executing a Construction Loan Agreement for the new phases which shall provide for principal repayments and other terms and conditions.

The Maker and any endorsers, sureties, guarantors and all others who are, or may become liable for the payment thereof severally:

a) waive presentment for payment, demand, notice of demand, notice of non payment, or dishonor, protest and notice of protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note.

b) waive all applicable exemption rights, whether under the State Constitution, Homestead Laws or otherwise, and also waive valuation and appraisalment.

c) consent to all extensions of time, renewals, postponements of time of payment of this Note or other modifications hereof, from time to time or after the Maturity Date hereof, whether by acceleration or in due course, without notice, consent or consideration to any of the foregoing,

d) agree to any substitution, exchange, addition or release of any of the indebtedness evidenced by this Note, or the addition or release of any party or person primarily or secondarily liable hereon.

e) agree that the holder shall not be required first to institute any suit, or to exhaust its remedies against the undersigned Maker or any other person or party to become liable hereunder against the security in order to enforce the payment of this Note.

f) agree that notwithstanding the occurrence of any of the foregoing (except by the express written release by the holder of any such person), the undersigned shall be and remain jointly and

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severally directly and primarily liable for all sums due under this Note.

In addition to the payments of principal and interest required to be paid under the terms of this Note and the Agreement, if there be a default under the terms of this Note or the Agreement, the holder shall be entitled to recover from the Maker all of the holder's costs of collection, including the holder's reasonable attorney's fees, whether for services incurred in collection, litigation, bankruptcy proceedings, appeals or otherwise, and all other costs incurred in the connection therewith.

All payments required to be paid under the terms of this Note shall first be applied to costs that may be due from the maker to the holder, as aforesaid, and then shall be applied to interest due and owing and the remainder shall be applied to principal due and owing under the terms hereof.

This Note is secured by and is subject to (i) a Mortgage, Security Agreement and Assignment of Leases, Rents and Profits of even date herewith ("Mortgage"); (ii) the unconditional personal guaranty or guarantees (the "Guaranty") of LEWIS MOSCOVITCH and CARLA MOSCOVITCH, husband and wife (collectively the "Guarantors", or separately a "Guarantor"); (iii) the Agreements; and (iv) all of the terms and conditions of other instruments executed and delivered by the Maker to the Lender of even date herewith as security for and securing the indebtedness evidenced by this Note (the "Loan Documents") and is to be construed and enforced according to the laws of the State of Florida and reference is made to the Mortgage, Guaranty, Agreement, and Loan Documents for rights as to the acceleration of the indebtedness evidenced by this Note.

In the event that any sums of money due under the terms of this Promissory Note shall not promptly and fully be paid within TEN (10) days after the same severally becomes due and payable, or in the event of any other Event of Default under the terms of this Note or the Mortgage, Guaranty, Agreement or Loan Documents secured hereby, which are not cured within the applicable cure period, or if the Lender, in good faith, deems itself insecure, or upon any default in the payment of any sum due by Maker to Lender under that certain promissory note in the amount of \$7,650,000.00 ("Acquisition and Development Promissory Note") or upon any default in the payment of any sum due by Maker to Lender under any other promissory note, or upon the insolvency, bankruptcy, dissolution, death or incompetency of any maker or endorser, or upon the insolvency, bankruptcy, dissolution, death or incompetency of any guarantor hereof, the entire principal indebtedness evidenced hereby, together with all arrearage of interest hereon and other sums due hereunder and under said mortgage shall, at the option of the holder hereof, become due and payable immediately, without presentation, demand or further action of any kind and execution may forthwith issue for the collection of same.

Provided that the holder has not exercised its right to accelerate the payment of this Promissory Note, as hereinabove provided, a late charge of five (5%) percent of any payment required hereunder shall be imposed on each and every payment not received by the holder within TEN (10) days after it is due. The late charge is not a penalty, but liquidated damages to defray administrative and related expenses due to such late payment. The late charge shall be immediately due and payable and shall be paid by the maker to the holder without notice or demand; provided, however, under no circumstances shall any such late charge be imposed which shall be in excess of

the maximum legal interest rate chargeable under Florida law.

The Maker and any endorsers, sureties, Guarantors, and all others who are or who may become liable for the payment hereof, severally expressly authorize and empower the holder, at its sole discretion, at any time after the occurrence of a default hereunder, to appropriate and, in such order as the holder may elect, apply to the payment hereof or to the payment of any and all indebtedness, liabilities and obligations of such parties to the holder or any of the holder's affiliates, whether now existing or hereafter created or arising or now owned or howsoever after acquired by holder or any of the holder's affiliates (whether such indebtedness, liabilities and obligations are or will be joint or several, direct or indirect, absolute or contingent, liquidated or unliquidated, matured or unmatured, including but not limited to any letter of credit issued by the holder for the benefit of any such parties) any and all money, general or specific deposits or collateral of any such parties now or hereafter in the possession of the holder, except that the holder's right to appropriate and apply any and all money, general or specific deposits of the maker, endorsers, sureties, and guarantors, shall not extend to any Individual Retirement Accounts and/or Keough accounts that are in the possession of the holder.

The Maker and any endorsers, sureties, Guarantors, and all others who are or who may become liable for the payment hereof, severally, irrevocably and unconditionally: (a) agree that any suit, action or other legal proceeding arising out of or relating to this Note may be brought, at the option of the holder, in either a court of record of the State of Florida in ST. LUCIE COUNTY or in the United States District Court for the Middle District of Florida; (b) consent to the jurisdiction of each such Court in any such suit, action or proceeding; and (c) waive any objection which it or they may have to the laying of venue of such suit, action or proceeding in any of such Courts.

Notwithstanding any provision herein or in any instrument now or hereafter securing this Note, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the usury laws of Florida, and any amount paid in excess thereof shall be applied to the unpaid principal balance. Such application shall be made to future installments of principal in the inverse order of their maturity and shall not change or modify the payments next due, but shall accelerate the final maturity date. In the event of the acceleration of this Note, the total charges for interest and the nature of interest shall not exceed the maximum amount allowed by law and any excess portion of such charges that may have been prepaid shall be refunded to the Maker at the time of acceleration. Such refund may be made by application of the amount involved against the sums due hereunder, but such crediting shall not cure or waive the default occasioning acceleration.

Maker may prepay the principal amount outstanding, in whole or in part, at any time without penalty.

Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

After maturity or default, this Note shall bear interest at the highest rate permitted under the then applicable law, provided, however, in the event there is then no such highest rate applicable

or in the event said highest rate is otherwise indeterminable, the parties agree that the applicable rate shall be EIGHTEEN (18.00%) PERCENT per annum, further provided, however, in no event shall such rate exceed the highest rate permissible under the applicable law.

This Note shall be construed, interpreted, enforced, and governed by in accordance with the laws of the State of Florida (excluding the principles thereof governing conflicts of law) and federal law in the event federal law permits a higher rate of interest than State law.

If any provision or portion of this Note is declared or found by a Court of competent jurisdiction to be unenforceable or null and void, such provision or portion thereof shall be deemed stricken and severed from this Note and the remaining provisions and portions thereof shall continue in full force and effect.

BORROWER HAS THIS DATE EXECUTED AND DELIVERED TO LENDER A PROMISSORY NOTE IN THE AMOUNT OF \$7,650,000.00 ("Acquisition and Development Promissory Note"). ANY DEFAULT IN SUCH NOTE SHALL BE DEEMED A DEFAULT HEREUNDER.

LENDER AND BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEAL, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER EXTENDING CREDIT TO BORROWER. FURTHER, BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDER, NOR THE LENDER'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

THE PROPER FLORIDA DOCUMENTARY STAMP TAX HAS BEEN PAID AND THE PROPER DOCUMENTARY STAMPS HAVE BEEN AFFIXED TO THE MORTGAGE SECURING THIS PROMISSORY NOTE.

GT GREENS, LLC

a Florida limited liability company

By its sole managing member:

GT GREENS, INC.

a Florida corporation

By: 

LEWIS MOSCOVITCH

As its: President

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 13 day of April, 2007, by LEWIS MOSCOVITCH, as President of GT GREENS, INC., a Florida corporation, the sole managing member of GT GREENS, LLC, a Florida limited liability company, on behalf of the company. He/she (☒) is personally known to me or (☐) has produced _____ as identification.


LARRY A. ROTHENBERG

NOTARY PUBLIC, STATE OF FLORIDA

Print Name:

Commission Number:

L. A. Rothenberg
Commission DD292095
Expires March 19, 2008



Larry A. Rothenberg
My Commission DD292095
Expires March 19, 2008



EXHIBIT C
MORTGAGE

Reliance Title Company
815 Coral Ridge Drive
Coral Springs, FL 33071

This instrument was prepared by :

~~and after recording return to:~~

MARK A. JACOBS, ESQ.

BERGMAN AND JACOBS, P.A.

2001 Hollywood Boulevard, Suite 200

Hollywood, Fl. 33020

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY

FILE # 3044375 04/23/2007 at 11:39 AM

OR BOOK 2803 PAGE 1521 - 1564 Doc Type: AGR

RECORDING: \$375.50

MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES, RENTS AND PROFITS

(IMPROVED PROPERTY LOCATED IN FLORIDA)

(SECURING TWO PROMISSORY NOTES

IN THE AGGREGATE AMOUNT OF \$14,150,000.00)

THIS MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS,
LEASES AND PROFITS (hereinafter "Mortgage") is made this 13 day of April, 2007 by and
between:

GT GREENS, LLC

a Florida limited liability company

(hereinafter "Borrower")

Mailing Address: 4400 Sample Road, Suite 118
Coconut Creek, Fl. 33073

AND

SUNTRUST BANK

a State Bank organized under the laws of Georgia

Mailing Address: 777 Brickell Avenue
Miami, Fl. 33131

("Lender;" such term includes all successors and assigns, immediate or remote, and all subsequent
holders, if any, of the Promissory Note which this Mortgage secures.)

1. Granting of Mortgaged Property. Borrower, for and in consideration of the principal sum
specified in the promissory note hereinafter described, received by Borrower from Lender, the
receipt and sufficiency of which is hereby acknowledged, hereby mortgages to Lender, its
successors and assigns forever, all of Borrower's estate, right, title and interest in, to and under, and
grants to Lender a security interest in, any and all of the following described property which is
(except where the context otherwise requires) herein collectively called the "Mortgaged Property,"
whether now owned or held or hereafter acquired, such term also referring to any part or parcel

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hereof:

(a) all of Borrower's fee simple interest in and to the real property legally described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter called the "Property"); and

(b) all right, title and interest of Borrower, including any after-acquired title or reversion in and to the beds of the ways, streets, avenues and alleys adjoining the Property and in and to any strips, gaps or gores adjoining the Property on all sides thereof; and

(c) all of the tenements, hereditament, easements, appurtenances, passages, waters, water rights, water courses, riparian rights and other rights, liberties and privileges thereof now or hereafter appertaining to the Property, including any homestead or other claim at law or in equity, any after-acquired title, franchises, licenses, and any reversions and remainders thereof; and

(d) Borrower's interest in all buildings and improvements of every kind and description now or hereafter erected or placed on the Property (the "Improvements"); all materials intended for construction, reconstruction, alterations and repairs of the Improvements (whether stored or located on-site or stored off-site), all of which materials shall be deemed to be included within the Property hereby conveyed immediately upon the delivery thereof to the Property, all fixtures and articles of personal property now or hereafter owned by Borrower and attached to or used in connection with the Property and Improvements (and the lessee's interest in any personal property leased by Borrower, as lessee, from third parties), including but not limited to all furniture and furnishings, apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, mechanical refrigerators, awnings, shades, screens, office equipment, blinds, carpeting and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning, central energy and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements of any of the foregoing, whether or not the same are or shall be attached to the Improvements; except that the foregoing shall not include any trade fixtures, personal property or moveable equipment owned by tenants of Borrower occupying any part of the Property under authorized leases, except to the extent of any interest of Borrower therein by virtue of any leases. All of such personal property is deemed to be real property and a part of the Property. This Mortgage is hereby deemed to be a security agreement as well as a mortgage for the purpose of creating hereby a security interest in the personal property securing the Indebtedness (hereinafter defined in Section 2.1) for the benefit of the Lender. The Borrower authorizes Lender to file and record Financing Statements to perfect the Lender's interest in the Collateral without the signature of Borrower; and

(e) all the rents, issues, proceeds and profits accruing or to accrue from the Property or arising from the use or enjoyment of all or any portion thereof or from any pertaining thereto; and all right, title and interest of Borrower, as landlord, in and to all leases of the Property now or hereafter existing, including, without limitation, all deposits made thereunder to secure performance by the Borrower's tenants of their obligations thereunder; and

(f) all goodwill, trademarks, trade names, option rights, purchase contracts, books and

records and general intangibles of Borrower relating to the Property or the Improvements including, without limitation, all rights of Borrower under or with respect to all accounts, contract rights, instruments, chattel paper and other rights of Borrower for payment of money for property sold, rented or lent, for services rendered, for money lent, or advances or deposits made, and any other intangible property of Borrower related to the Property or the Improvements; and

(g) all rights, including all copyrights, of Borrower to plans and specifications, designs, drawings and other matters prepared for any construction on or renovation or alteration of the Property and Improvements; and

(h) all rights of Borrower under any contracts executed by Borrower as owner with any provider of goods or services for or in connection with any construction undertaken on or services performed or to be performed in connection with the Property and

(i) all proceeds (including claims or demands thereto) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including without limitation all proceeds of insurance (including unearned premiums) and condemnation awards, including interest thereon.

(j) all of the following which shall be additional collateral and shall include any and all of the following owned by the Borrower or in which the Borrower has an interest, whether now owned or existing or hereafter created or acquired and wherever located, all accounts, chattel paper, documents, general intangibles, goods (including equipment, inventory and fixtures, instruments and securities), and all cash or non-cash proceeds of any of the foregoing, including insurance proceeds and all products thereof, all as same are defined in Article 9 (Chapter 679, Florida Statutes of the Code).

2. Security for Promissory Note; Indebtedness.

2.1. This Mortgage secures the payment of (a) two promissory notes (hereinafter collectively referred to as the "Note") from Borrower to Lender, dated this same date, in the aggregate principal amount of \$14,150,000.00, evidenced by an Acquisition and Development Promissory Note in the principal amount of \$7,650,000.00 and a Revolving Construction Promissory Note in the principal amount of \$6,500,000.00, as set forth on page 1 hereof, calling for monthly payments at the rate of interest stated therein, due and payable in accordance with the terms as set forth in the Note; (b) all Indebtedness and obligations arising under the provisions of the Mortgage; (c) all Indebtedness and obligations arising pursuant to the Security Agreement, the Assignment of Rents, Leases and Profits and any Collateral Assignment of Contracts, each of even date herewith by Borrower in favor of Lender; any Guaranty Agreement executed as a guaranty of the Note, and any and all other agreements or assignments securing the Note, all "Financial Contract Obligations", as hereinafter defined, all Indebtedness and obligations arising pursuant to the Construction Loan Agreement of even date herewith for the acquisition and development of the Mortgaged Property and construction of improvements to the Mortgaged Property which shall be developed in phases commencing with the construction of one hundred seventy six (176) condominium units, the terms of same being incorporated herein by reference; (all of the foregoing

being the "Loan Documents"); (d) all indebtedness and obligations arising pursuant to any instrument evidencing the advance of additional sums at Lender's sole option, by Lender to Borrower; (e) any and all renewals or extensions of any such item of indebtedness or obligation or any part thereof; (f) any future advances which may be made by Lender to Borrower, whether made to protect the security or otherwise, and whether or not evidenced by additional promissory notes or other evidences of indebtedness (but nothing in this Mortgage shall be interpreted to require Lender to make any future advances); (g) any sums advanced as a result of the draw down upon any letters of credit issued by Lender at the request of Borrower; and (h) all interest due on all of the same; (all of the above are hereinafter collectively the "Indebtedness" or "Loan", which term shall also include any part or portion thereof). Nothing in this Mortgage shall be construed to obligate Lender to make any renewals or additional loans or advances.

"Financial Contract Obligations" shall mean any indebtedness, liabilities, or obligations now existing or hereafter arising, due or to become due, absolute or contingent, of the Borrower to the Lender arising out of or in connection with (i) the Commitment Letter, the Note or any of the Loan Documents, and (ii) any other agreements, documents (or oral agreement or by operation of law and whether or not evidenced by promissory notes or by other evidences of Indebtedness or Loan) or instruments heretofore, now or hereafter executed and delivered to the Lender, including, without limitation, obligations under an Financial Contract permitted hereunder. "Financial Contract" shall mean (1) an agreement (including terms and conditions incorporated by reference therein) which is a rate swap agreement, basis swap, forward rate agreement, commodity swap, commodity option, equity or equity index swap, bond option, interest rate option, foreign exchange agreement, rate cap agreement, currency option, any other similar agreement (including any option to enter into any of the foregoing); (2) any combination of the foregoing; or (3) a master agreement for any of the foregoing together with all supplements.

2.2. Future Advances: It is further covenanted and agreed by the parties hereto that this Mortgage also secures the payment of and includes all future, or further advances as may be made by the Lender herein or its successors or assigns to and for the benefit of the Borrower, its heirs, personal representatives or assigns, within twenty (20) years from the date hereof, or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. Specifically and not by way of limitation of the foregoing, the Borrower authorizes the Lender to, and any future advances under the provisions of this paragraph shall, include any and all payments, whether of principal, interest or otherwise, which may be made by the Lender under any future mortgage or liens to which the Lender subordinates the lien and payment of the Note and Mortgage. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed three (3) times the original principal balance under the Note plus interest thereon and any and all disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest on such disbursements at the rates specified in the Note referred to in this Mortgage. Such further or future advances shall be wholly optional with the Lender and the same shall bear interest at the same rate as specified in the Note referred to herein, unless and until said interest rate shall be modified by subsequent agreement. Any such future or further advances which may be made by the Lender

or its successors or assigns in accordance with this paragraph shall be secured by this Mortgage to the same extent as if such future or further advances were made on the date of the execution hereof, irrespective of whether the Note and Mortgage are in default or whether the Note is past maturity and is due and payable in its entirety.

It is agreed and understood that in the event the Borrower requests Lender to issue Letters of Credit in favor of St. Lucie County, Florida or other governmental authority to ensure the satisfactory completion of the infrastructure in accordance with the approved plans and specifications, any of such Letters of Credit so issued shall be collateralized by the lien of this Mortgage. Additionally, Borrower agrees to pay Lender its fees and expenses for the issuance of said Letters of Credit. The aggregate amount of said Letter of Credit shall be the lesser of \$300,000.00 or the amount required by St. Lucie County, Florida for subdivision bonding purposes. The maximum term for the Letter of Credit shall be twelve (12) months with a twelve (12) month automatic renewal provision so long as no Event of Default shall exist which has not been cured within the applicable cure period.

3. Warranty of Title. Borrower warrants to Lender good, marketable and insurable fee simple title to the Mortgaged Property and warrants and agrees that the same is free from all encumbrances and liens created by Borrower whatsoever, except for those certain permitted encumbrances as described in that certain mortgagee policy of title insurance delivered by Borrower to Lender in connection herewith in form approved by Lender; that Borrower has good and legal right, power and authority to so mortgage the Mortgaged Property to Lender; that Borrower and its successors in interest will forever warrant and defend the title of the Mortgaged Property as represented above and the estate and priority of this Mortgage against the lawful claims and demands of all persons whomsoever; and that Borrower will execute, acknowledge and deliver all and every such further assurances to the Lender of the title to all the Mortgaged Property. All of these covenants shall run with the land.

4. Payment of the Note and Indebtedness: Borrower agrees to pay promptly the principal of and all interest on the Note and other Indebtedness at the times and in the manner provided in the Note and the other Loan Documents, all without any deductions or credits for taxes or other similar charges imposed upon Borrower or for any claim, set off or offset by Borrower against Lender.

5. Maintenance and Repairs: Compliance with Laws.

5.1. Borrower shall (a) not permit, commit or suffer to exist any waste, impairment or deterioration of the Mortgaged Property (except normal wear and tear in the ordinary course of business); (b) keep and maintain the Mortgaged Property and every part thereof and the fixtures, machinery and appurtenances in good working condition; (c) effect such repairs and make all needed and proper replacements so that the Improvements, fixtures, equipment, goods, machinery and appurtenances will at all times be in good working condition, fit and proper for the respective purposes for which they were originally erected or installed; (d) make such repairs as Lender may reasonably require so that the Mortgaged Property is in good working condition; (e) fully comply with all statutes, laws, ordinances, regulations, requirements, orders or decrees relating to the Mortgaged Property enacted or imposed by any federal, state or municipal authority, including

courts and administrative agencies of competent jurisdiction; (f) observe and fully comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions which are applicable to the Mortgaged Property or which have been granted to or contracted for by Borrower in connection with any existing or presently contemplated use of the Mortgaged Property; and (g) permit Lender or its agents, at all reasonable times, to enter upon and inspect the Mortgaged Property, subject to the reasonable rights of tenants, as stated in their leases as approved by Lender. No work shall be undertaken by Borrower in excess of \$25,000.00 without having all plans and specifications prepared by a licensed architect satisfactory to Lender, and then submitted to Lender for written approval.

5.2. Lender shall have the right, at any time and from time to time, to engage an independent party to determine whether the Mortgaged Property is being maintained so that it is in good working condition. If the maintenance is determined to be below this standard, such party shall determine the estimated cost of such repairs and replacements as are necessary to place the Mortgaged Property in good working condition, and Borrower shall promptly perform the repairs and replacements, at Borrower's sole expense. Borrower acknowledges that upon such a determination the security of this Mortgage will be impaired to the extent of the estimated cost of such repairs and replacements. In such event, Borrower shall also reimburse Lender for the reasonable cost of such inspection, and the same shall be a part of the Indebtedness secured hereby.

6. Taxes. Borrower agrees to:

(a) pay, before delinquency and before any penalty for nonpayment attaches thereto, all taxes, assessments, water rates, sewer rentals and other governmental, municipal or public dues, charges; fines or impositions which are or may be levied against the Mortgaged Property or any part thereof; to deliver to Lender, at least thirty (30) days before delinquency, receipted bills evidencing payment thereof; or to pay in full, under protest and in the manner provided by statute, any tax, assessment, rate, rental, charge, fine or imposition which Borrower may desire to contest; and

(b) if the State of Florida enacts any law imposing in any manner a tax upon this Mortgage, Borrower shall immediately pay the Indebtedness in full, except that this provision will not apply in the event Borrower lawfully pays in full any such tax; and

(c) keep the Mortgaged Property free from statutory liens of every kind.

In the event of a default by Borrower under the terms of this Paragraph 6, Lender shall have the right, but not the obligation, to advance funds necessary to pay in full such taxes or charges as a future advance hereunder, to be secured by this Mortgage and immediately due and payable, together with interest at the Default Rate in the Note

7. Casualty Insurance.

7.1. Borrower agrees to keep the Improvements insured against loss, damage and

abatement of rental income resulting from fire and such other hazards, casualties and contingencies (including, but not limited to, vandalism, malicious mischief and so-called "all risk" coverage) in such amounts and with such limits as may be required by Lender, with Lender named as an additional insured, mortgagee, and loss payee thereunder. Borrower further agrees to continuously maintain the following described policies of insurance:

(a) Casualty insurance against loss and damage by all risks of physical loss or damage, including without limitation fire, windstorm, lightening, rising and wind-driven water (including without limitation hurricanes), sinkhole, and all other risks covered by the so-called "Extended Coverage" endorsement together with vandalism and "malicious mischief" and "sprinkler leakage" endorsements, and by the so-called "all perils" endorsement, together with such other risks as Lender may reasonably require; and

(b) Comprehensive general public liability insurance against bodily injury and property damage in any way arising in connection with the Mortgaged Property with such limits as the Lender may reasonably require but in any event not less than \$1,000,000.00 single limit coverage (including without limitation, contractual liability coverage); and

(c) Employer's liability insurance and worker's compensation insurance; and

(d) During the making of any alterations or improvements to the Mortgaged Property permitted by Lender (i) insurance covering claims based on the owner's contingent liability not covered by the insurance covered in subsection (b) above, and (ii) worker's compensation insurance covering all persons engaged in making such alteration or improvements; and

(e) Flood Insurance for the maximum coverage available since the Federal Insurance Administration ("FIA") has designated the Mortgaged Property to be in a special flood hazard area and designated the community in which the Mortgaged Property is located eligible for sale of subsidized insurance, first and second layer flood insurance when and as available; and

(f) Such other insurance of the types and in amounts as Lender may reasonably require, so long as such insurance is commercially reasonable for comparable properties in the area in which the Mortgaged Property is located.

Borrower will pay promptly when due any premiums on such insurance. All such insurance shall be carried with companies approved by Lender and lawfully operating in the State of Florida. The policies and renewals shall be deposited with and held by Lender, shall evidence full payment of the premiums therefor, and shall have attached thereto (i) a standard "New York," "Union," or noncontributory mortgage clause (providing in substance that Lender is an insured under a separate insurance contract and that defenses of the insurer against Borrower are inapplicable to Lender); (ii) an agreed amount endorsement; (iii) a replacement cost endorsement; (iv) an inflation guard endorsement; and (v) a standard waiver of subrogation endorsement, if available, all in form acceptable to Lender. Borrower shall not carry separate insurance, concurrent in kind or form and contributing in the event of loss with any insurance required hereunder, unless

Lender is included as a mortgagee thereunder pursuant to the type of clause described in clause (i) above. All policies shall provide for at least thirty (30) days advance written notice to Lender prior to any cancellation, non-renewal or material modification thereof.

7.2. In the event of a change in ownership of or occupancy of the Mortgaged Property (except for changes in tenant occupancy in the ordinary course of business, as approved by Lender), Borrower shall immediately deliver notice by mail to all insurers.

7.3. The Lender is hereby authorized and empowered, at its option, to adjust or compromise any claim against the Borrower under any insurance policies on the Mortgaged Property. Borrower shall promptly notify Lender of any claim asserted against Borrower on account of any injury or claimed injury to persons or property arising from the Borrower's ownership or development of the Mortgaged Property and shall deliver to Lender the original or true copy of each summons or other process, pleading or notice issued in any suit or other proceeding to assert or enforce any such claim, suit or other proceeding promptly after Borrower is served with the same.

The Borrower hereby appoints the Lender agent and attorney-in-fact to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. In the event any losses shall be payable on any insurance policies on the Mortgaged Property, the Borrower hereby appoints the Lender agent and attorney-in-fact to endorse such proceeds, checks or drafts for the purpose, at the sole option of the Lender, of (a) applying them in payment of the Indebtedness secured by this Mortgage, whether or not then due; or (b) holding the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Mortgaged Property, provided that no Event of Default shall have occurred and be continuing under the Note or this Mortgage, and the Borrower shall be required to restore the Mortgaged Property to the equivalent of its original condition and use as same exist on the date of this Mortgage, or to such other condition and use as Lender may approve in writing.

7.4. In the event Lender elects to allow insurance proceeds to be disbursed for restoration of the Improvements (or such disbursement is required under the last sentence of Section 7.3. above), the insurance proceeds shall be paid to Lender for Lender to hold and disburse in accordance with this Section. Borrower shall provide Lender with a good faith estimate by a third party approved by Lender of the costs of completing the work. If the estimated cost of completing the work exceeds the amount of insurance proceeds, then Borrower shall deposit with Lender additional funds from Borrower or other sources which shall be sufficient to make up the difference. The insurance proceeds shall be disbursed by Lender from time to time upon the Lender being furnished with (a) satisfactory evidence that the insurance proceeds, together with any additional funds which may be provided by Borrower, continue to constitute sufficient amounts to fully pay the estimated costs of completion of such work; and (b) such architect's certificates, waivers of lien, contractor's sworn statements and such other evidences of costs and of payment as the Lender may reasonably require and approve. Lender may, in any event, require that all plans and specifications for such restoration, repair, replacement and rebuilding be submitted to and approved by the Lender

prior to commencement of work. No payment made prior to the final completion of the work shall exceed ninety (90%) percent of the cost of the work performed. Funds other than proceeds of insurance shall be disbursed prior to disbursement of insurance proceeds. Any insurance proceeds and other funds paid over to the Lender to be applied to the work may, at Lender's sole option, be invested for the account of the Borrower in an interest bearing account as may be mutually satisfactory to both Lender and Borrower, and the interest earned on such account or instrument shall be held in such account and applied in the same manner as the principal.

7.5. In the event of a foreclosure of this Mortgage or other transfer of title to the Mortgaged Property extinguishing the Indebtedness or the lien to this Mortgage, all right, title and interest of Borrower in and to any insurance policies then in force shall pass to and are hereby assigned by Borrower to the purchaser or grantee.

8. Public Liability Insurance: Borrower agrees to carry and maintain comprehensive general liability and indemnity insurance, including without limitation water damage insurance and the so-called assumed and contractual liability coverage, in forms, in such amounts and with such insurers as may be reasonably required from time to time by Lender. Certificates of such insurance, evidencing full payment of the premiums, shall be deposited with Lender and shall contain provisions for thirty (30) days' written notice to Lender prior to any cancellation, modification or non-renewal of the policies. All other terms relating to these policies shall be the same as the provisions set forth above in Section 7.

9. Alterations, Removal and Demolition: No Improvements shall be altered, removed or demolished, and no fixtures, equipment or appliances on, in or about the Improvements shall be severed, removed, sold or mortgaged, without the prior written consent of Lender. In the event all or any part of the fixtures, appliances equipment or other goods are demolished or destroyed, Borrower shall promptly replace the same with similar fixtures and appliances at least equal in quality and condition to those replaced, free from any security interest in or any encumbrance thereon or reservation of title thereto (however, if any such items were originally leased or encumbered, the replacements may be so leased or encumbered).

10. Mechanics Lien:

10.1. Borrower will keep the Mortgaged Property free from any mechanic's liens, other statutory liens or claims, and any other claims of all persons supplying labor or materials which enter into the construction, alteration, repair or replacement of any and all Improvements.

10.2. Notwithstanding the above provisions, Borrower shall have the right to contest at its sole expense any such lien or claim of any person supplying such labor or materials, in accordance with the provisions of Chapter 713, Florida Statutes. However, within thirty (30) days after the filing of any mechanic's lien or other statutory claim which Borrower may desire to contest, Borrower shall, at Lender's sole option, furnish Lender with cash, a bond (in statutory form or such other form as Lender may find satisfactory), an irrevocable unconditional letter of credit approved by and in favor of Lender, or other security as Lender may find satisfactory, in an amount equal to one and one half (1 1/2) times the amount of such lien. Lender may also require an endorsement to

its mortgagee policy or title insurance insuring over such lien. Any such contest shall not otherwise create or result in a failure on the part of Borrower to comply with the terms, provisions and conditions hereof.

10.3. Borrower shall in any event, including under the circumstances described in the above subsection, pay in full any such mechanic's lien or other statutory lien or claim prior to any foreclosure of the same or other event which would jeopardize Borrower's title to the Mortgaged Property or the lien of this Mortgage.

11. Documentary Stamps, Intangible Taxes, and Other Taxes.

If at any time the State of Florida shall determine that the intangible tax paid in connection with this Mortgage, is insufficient or that the documentary stamps affixed to this Mortgage are insufficient, and that additional intangible tax should be paid or that additional stamps should be affixed, Borrower shall pay for such stamps and taxes, together with any interest or penalties imposed in connection with such determination, and Borrower indemnifies and holds the Lender harmless from such obligations. If any such sums shall be advanced by the Lender, they shall be evidenced, shall bear interest, and shall be paid and shall be secured as provided in Section 16.

If at any time the United States government, or any other governmental authority, requires internal revenue or other documentary stamps hereon on the Note or any of the other Loan Documents, or requires payment of an interest equalization tax upon all or any part of the Indebtedness, then the Indebtedness shall be and become due and payable at the election of Lender ninety (90) days after Lender mails a notice of such election to Borrower. However, Lender shall have no such election and the Note and this Mortgage shall remain in effect if Borrower lawfully pays for such stamps or such tax and does in fact pay such tax when the same is due and payable. Borrower further agrees to deliver to Lender, at any time upon written demand, evidence of citizenship and such other evidence as may be required by any government agency having jurisdiction, in order to determine whether the obligation secured hereby is subject to or exempt from any such tax.

12. Indemnification of Lender Against Costs: Borrower agrees to save Lender harmless from all costs and expenses, including, without limitation, reasonable attorneys' fees, receiver's fees, trustee's fees, and expenses and all costs of a title search and preparation of a survey, incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body (including an action to foreclose or to collect the Indebtedness) in and to which Lender may be or become a party by reason of this Mortgage, including but not limited to condemnation, bankruptcy, probate and administration proceedings, as well as any other of the foregoing in which a proof of claim is by law required to be filed or in which it becomes necessary to defend or uphold the terms of this Mortgage. All funds paid or expended by Lender in that regard, together with interest thereon from date of such payment at the rate set forth in the Note, shall be a part of the Indebtedness and shall upon notice to Borrower be immediately due and payable by Borrower to the Lender. Any amounts not paid within ten (10) days after a statement therefor has been sent to Borrower, shall earn interest at the Default Rate stated in the Note, until the same is paid.

13. Eminent Domain.

13.1. All compensation, proceeds and awards paid to or received by Borrower in any taking by eminent domain or conveyance in lieu thereof that may affect all or any part of or interest in the Mortgaged Property (whether permanently or temporarily), including severance and consequential damages and damages from a change in the grade of any street, are hereby assigned to Lender subject to the terms hereof. Borrower hereby appoints Lender as its attorney-in-fact, coupled with an interest, to collect and receive the proceeds thereof and to give proper receipts therefor. Borrower authorizes and empowers Lender, as such attorney-in-fact, at Lender's option, on behalf of Borrower (notwithstanding the fact that the Indebtedness may not then be due and payable or that the Indebtedness is otherwise adequately secured), to adjust or join with Borrower in adjusting or compromising the claim for any such compensation, proceeds or awards. After deducting all costs of collection, such compensation, proceeds and awards shall be applied, at the option of Lender, as follows: (a) as a credit upon any portion of the Indebtedness, as selected by Lender; or (b) to restoring the Improvements, provided that no Event of Default has occurred and the Mortgaged Property can be restored to a condition and use acceptable to Lender in its sole discretion.

13.2. In the event Lender elects not to apply such compensation, proceeds or awards to the Indebtedness (or such application is not permitted under the last sentence of Section 13.1 above), Lender shall release any such amounts in the same manner and under the same conditions as are specified in Section 7.4 above for the disbursement of insurance proceeds received in the event of casualty loss to the Mortgaged Property.

13.3. Borrower agrees to give Lender immediate notice of the actual or threatened commencement of any such eminent domain proceeding, and agrees to promptly send to Lender copies of any and all papers served or received by Borrower in connection with any such proceedings. Borrower also agrees to make, execute and deliver to Lender at any time or times, upon request, free, clear and discharged of any encumbrance of any kind whatsoever, any and all further assignments and/or other instruments which are deemed necessary by Lender for the purpose of validly and sufficiently assigning to Lender all such compensation, proceeds and awards to Lender.

14. Estoppel Statements: Within fifteen (15) days after written request from the other party, Borrower and Lender agree to furnish to the other, or to any third parties identified in the request, an estoppel statement, duly acknowledged, of the amount of the indebtedness and, if so requested, the nature thereof.

15. Books, Records and Financial Covenants.

15.1. Maintenance of Books and Records: Borrower shall keep and maintain at all times at Borrower's address stated above, or such other place as Lender may approve in writing, complete and accurate books of accounts and records, in accordance with generally accepted accounting principles, consistently applied, adequate to reflect correctly the results of the operation of the Mortgaged Property and copies of all written contracts, budgets, change orders, leases and

other instruments which affect the Mortgaged Property. Such books, records, contracts, budgets, change orders, leases and other instruments shall be subject to examination and inspection at any reasonable time by Lender. Borrower shall furnish to Lender, without demand, on an annual basis or at any time within fifteen (15) days of Lender's request and demand for same, with (i) a balance sheet and a statement of income and expenses regarding the Mortgaged Property; and (ii) a statement of changes in the financial position of Borrower in reasonable detail and certified by Borrower and, if Lender shall require, by an independent certified public accountant, if Lender reasonably believes said financial statements as submitted by Borrower are not accurate.

Borrower shall also furnish to Lender, without demand, on a semi-annual basis or at any other time upon Lender's request and demand for same, a complete certified rent roll and rent schedule and operating statement for the Mortgaged Property, certified by Borrower, showing the name of each lessee and, for each lessee, the space occupied, the lease expiration date, the rent payable and the rent paid.

In addition to the foregoing, Borrower shall furnish such financial statements and other documents within sixty (60) days following the close of Borrower's fiscal year. All financial statements and other documents furnished pursuant to this paragraph shall be provided at Borrower's full expense.

Borrower shall furnish to the Lender personal financial statements as well as Federal Income Tax Returns of the guarantors, Real Estate Worksheet (also known as the Portfolio Summary) or Tax Returns of Partnerships/Corporations controlled the guarantors. These documents shall be provided to the Lender upon Lender's request and/or thirty (30) days from the filing of any tax returns, however, not less than annually throughout the term of the Loan.

Borrower shall furnish to Lender in a form acceptable to the Lender on an annual basis, not later than April 1st of each year, financial statements, of the Borrower and all guarantors.

In addition, Borrower shall furnish to the Lender on an annual basis, within 30 days of filing, copies of all income tax returns filed by Borrower and all guarantors.

In the event Borrower fails to furnish or cause to be furnished any financial statement or report as required under this Subsection, Lender may charge the Borrower a \$25.00 per day administrative fee for each day of delay in the submission of the required financial statements. Such fee shall not exceed \$1,000.00; provided that if Borrower does not furnish or cause to be furnished any required statement or report within forty (40) days after the due date specified above, then Lender may, at the expense of Borrower, cause a certified public accountant designated by Lender to prepare such financial statements and the costs thereof shall become part of the principal secured hereby until repaid with interest at the rate of two percent (2.00%) per annum above the rate from time to time as set forth in the Note.

15.2. Negative Covenants: The Borrower hereby covenants and agrees that from the date hereof and until the payment in full of the principal and interest on the Note, it will not, without the prior written consent of the Lender:

a). Incur or permit to exist any indebtedness for borrowed money or for the deferred purchase price of property (including any capitalized lease) except for (i) the Note, (ii) any other indebtedness to the Lender, and (iii) indebtedness reflected on the Borrower's financial statements for the last fiscal quarter ending before the date of this Agreement.

b) Incur, create, assume or permit to exist any Mortgage, pledge, lien or encumbrance on any of its property now owned or hereafter acquired except for (i) statutory liens for taxes, and (ii) liens incurred in the ordinary course of business (other than liens securing the borrowing of money or the deferred purchase price of property), and (iii) Permitted Encumbrances (as defined in the Security Agreement).

c) Guarantee or otherwise become responsible, directly or indirectly, for obligations of others except for the endorsement of negotiable instruments for collection in the normal course of business.

d). Sell, lease, transfer or otherwise dispose of all or a substantial part of its assets now owned or hereafter acquired.

e). Consolidate with or merge into any other entity or permit any other entity to merge into it unless the Borrower shall be the surviving corporation.

f) Purchase all or a substantial part of the assets of any other person or entity.

g) Make any loan or advance to any shareholder or declare or pay any dividends (except in stock) or acquire any outstanding shares of its stock or make any other distribution of cash or property with respect to its shares.

15.3. Value Impairment and Appraisal: At any time during the term of this Loan, if Lender determines in its reasonable sole discretion that there has been impairment of the collateral, the Lender may require a new appraisal of the Mortgaged Property at Borrower's sole expense.

16. Advances by Lender to Protect Security.

16.1. Upon default by Borrower in performance of any of the terms, covenants or conditions in this Mortgage, or upon a default of any party obligated under the Note or other Loan Documents in the performance of any terms, covenants or conditions in such documents, Lender may, at its option and whether or not it elects to declare the Indebtedness due and payable, pay such amounts and take such actions as Lender may deem necessary or appropriate to cure the default or protect the value of the security for the Note. Lender may take such actions and make such payments without the same being a waiver of any other remedy. In connection with any such advance, Lender, at its option, may and is hereby authorized to obtain a report of title prepared by a title insurance company, the cost of which shall be paid by Borrower upon demand. Any amounts so paid by Lender, all costs incurred by Lender under the authorizations contained in this Section, and any other costs, charges or expenses incurred by Lender in the protection of the Mortgaged Property,

with interest at the Default Rate stated in the Note, shall be immediately payable by Borrower to Lender upon notice, and shall be additional Indebtedness, and any amounts so advanced shall be a future advance hereunder, secured by this Mortgage.

16.2 In making any payment authorized above relating to taxes, assessments, water rates, sewer rentals and other governmental or municipal charges, fines, impositions or liens, Lender may rely upon any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of the bill, statement or estimate, and without inquiring into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. Lender, in making such a payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim or charge, shall be the sole judge of the legality or validity of same.

16.3. Notwithstanding the above provisions, in the event that Lender wishes to pay under authority of this Section 16 any lien, charge or other such amount, Lender shall give to Borrower at least ten (10) days' notice prior to making any such advances, except in the case of emergency, where the notice period would extend beyond a payment due date or where the prior conduct of Borrower indicates that there is not a reasonable possibility that Borrower would respond to the notice. If Borrower, after receiving such notice, (a) advises Lender in writing within five (5) days after the date of the notice of Borrower's intent to contest its obligation to pay the liens, charges or other amounts which Lender proposes to pay, provided that Borrower has a statutory right to so contest such lien and, if so, Borrower acts in compliance with all applicable laws, and (b) Borrower furnishes Lender with cash, a bond, an irrevocable unconditional letter of credit or other security satisfactory to Lender in an amount equal to one and one-half (1 1/2) times the amount of such contested lien or charge, then in such event Lender shall not advance payment of such contested amounts. In any event, if Borrower contests the payment of such amounts, the amounts shall be paid prior to any foreclosure of the lien or charge and prior to any other event which would jeopardize Borrower's title to the Mortgaged Property or the lien of this Mortgage.

17. Further Encumbrances.

17.1. Borrower shall not grant any other lien, mortgage or security interest encumbering the Mortgaged Property, nor make any further assignment of the leases and rentals of the Mortgaged Property, without the prior written consent of the Lender, which the Lender may grant or withhold in its sole discretion, except the Lender consents to the Borrower obtaining a subordinate mortgage in an amount not to exceed \$2,500,000.00; any such unpermitted lien or mortgage or assignment or security interest shall entitle the Lender to accelerate the maturity of the loan and foreclose this Mortgage. Any such other lien or mortgage or assignment of security interest shall be junior to this Mortgage and to all permitted tenancies now or at any time in the future affecting the Mortgaged Property and shall be subject to all renewals, extensions, modifications, releases, interest rate increases, future advances, changes or exchanges permitted by this Mortgage, all without the joinder or consent of such junior lien holder or the mortgagee or assignee or security holder and without any obligation on the Lender's part to give notice of any kind to any of them.

17.2. Borrower shall maintain in good standing any other mortgage or encumbrance to secure debt affecting any part of the Mortgaged Property from time to time and shall not commit

or permit or suffer to occur any default under such mortgages or encumbrances, nor shall Borrower accept any future advance under or modify the terms of any such mortgage or encumbrance which may then be superior to the lien of this Mortgage.

17.3. Notwithstanding anything to the contrary in the Note, this Mortgage, or any other Loan Document, if foreclosure proceedings should be initiated against the Mortgaged Property, upon any lien or claim other than this Mortgage, whether alleged to be superior or inferior to the lien of this Mortgage, the Lender may immediately upon institution of such proceedings, or at any time during the pendency of them, declare this Mortgage and the debt secured by it to be due and payable and may, at its option, without notice, proceed to foreclose this Mortgage and any other Loan Documents.

18. Subrogation. The Lender is hereby subrogated (a) to the lien(s) of each and every mortgage, lien or other encumbrance on the Mortgaged Property which is fully or partially paid or satisfied out of the proceeds of the Loan, and (b) to the rights of the owner(s) and holder(s) of any such mortgage, lien or other encumbrance. The respective rights under and priorities of all such mortgages, liens or other encumbrances shall be preserved and shall pass to and be held by the Lender as security for the Loan, to the same extent as if they had been duly assigned by separate instrument of assignment and notwithstanding that the same may have been canceled and satisfied of record.

19. Partial Releases by Lender.

Lender, without notice to Borrower, without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior mortgages, deeds of trust or other liens on the Mortgaged Property, may release any part of the Mortgaged Property or other security described in the Loan Documents and may release any person liable for any Indebtedness without in any way affecting the priority of this Mortgage, to the full extent of the remaining Indebtedness, on the remainder of the Mortgaged Property. Lender may also agree with any party obligated for the Indebtedness or having any interest in the Mortgaged Property or other security for the Indebtedness to extend the time for payment of any part or all of the Indebtedness or to modify the terms for the payment thereof, or take additional security for the payment of the Indebtedness. No such action or agreement will release or impair the lien or effect of this Mortgage or bar Lender from exercising any right, power or privilege granted in this Mortgage or in any of the other Loan Documents, in the event of any default or any subsequent default.

20. Usury. Nothing contained in this Mortgage or the other Loan Documents shall be construed or shall so operate either presently or prospectively to (a) require Borrower to pay interest at a rate greater than the rate which is now or hereafter lawful for transactions of this kind in the State of Florida, or (b) require Borrower to make any payment or do any act contrary to law. If the interest rate exceeds any applicable law relating to interest, then this Mortgage and the Loan Documents shall be interpreted and construed to require payment of interest only to the extent of such maximum lawful rate, not to exceed the rate set forth in the Note or in this Mortgage, where applicable. Any and all sums received by the Lender in excess of those lawfully collectible as interest shall be applied against the principal of the Loan immediately upon the Lender's receipt of

the sums, with the same force and effect as though the payor had specifically designated such extra sums to be so applied to principal and Lender had agreed to accept such extra payment(s) as prepayments.

21. Actions and Proceedings: Lender shall have the right (but not the obligation) to appear in and defend any proceedings or action with respect to the Mortgaged Property, and to bring any action or proceedings respecting the Mortgaged Property as Lender deems advisable, either in its own name or in the name of and on behalf of Borrower, all at Borrower's expense

22. Sale of Mortgaged Property: Transfer of Property: Transfer of Interest in Borrower:

22.1. Borrower understands that Lender, in making the loan evidenced by the Note, is relying to a material extent upon the business expertise and net worth of Borrower and its partners, joint venturers, beneficiaries or stockholders (where applicable), and upon its and their continuing interest in the Mortgaged Property and in the entity which is the Borrower. Accordingly, neither Borrower nor the partners or joint venturers in Borrower (if Borrower is partnership or joint venture), or the beneficiaries of Borrower (if Borrower is a trust), or the stockholders in Borrower (if Borrower is a corporation) shall, without Lender's prior written consent (which Lender may withhold in its sole and unfettered discretion), either directly or indirectly, voluntarily or involuntarily:

(a) sell, assign, transfer, convey or dispose of the Mortgaged Property, by installment sale contract or otherwise, any part thereof. However, in the event of a sale of the entire Mortgaged Property by Borrower to a third party, the Lender may permit such third party to assume this Mortgage provided that the credit worthiness of said third party is acceptable to Lender, in such Lender's sole and absolute discretion. In the event of such assumption, the Borrower shall not be released from its liability under the Note and the Loan documents and the Guarantors shall likewise not be released from their liability and shall continue to be liable under the Guaranty Agreement executed of even date herewith.

(b) sell, assign, transfer, convey or dispose of any membership interest (if a limited liability company) general partnership interest in Borrower or its general partners, if any (if a partnership), any joint venture interest in Borrower, or its general partners, if any (if a joint venture), any majority or controlling beneficial interest in Borrower or its general partners, if any (if a trust), or any controlling voting interest or interests in any class of stock of Borrower or its general partners, if any (if a corporation);

(c) lease the Mortgaged Property, other than individual tenant leases granted in the ordinary course of business, or lease the Mortgaged Property (whether or not in the ordinary course of business) with an option to purchase;

(d) allow or permit a sale, assignment, transfer, conveyance or disposition by devise or descent or by operation of law of any interest or estate in the Mortgaged Property or any general partnership interest, joint venture interest, shareholder interest or majority beneficial interest in Borrower (as such terms may be applicable to partnerships, joint ventures and trusts);

(e) further encumber the Mortgaged Property, voluntarily or involuntarily, or by operation of law, or allow to exist against the Mortgaged Property any lien, mortgage, deed of trust, or other financial encumbrance; or

(f) create or allow the creation of any lien or security interest in any personal property, intangibles, accounts, fixtures or equipment included within the mortgaged property.

22.2. Any action described in the above subsection shall be an Event of Default hereunder (as hereafter defined in Section 29), for which Lender will be entitled to its remedies for default, as provided herein. The word "Mortgaged Property" as used herein shall have the full meaning earlier given, and specifically shall include any parts or portions of the Mortgaged Property.

22.3. Whether or not Lender's consent has been obtained, Borrower shall give immediate written notice to Lender of any conveyance, transfer or change of ownership of the Mortgaged Property or of any interest as described in this Section 22.

23. Notices. Any notice required or permitted to be given hereunder must be in writing and given (a) by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (b) by delivering the same in person to such party; (c) by transmitting a facsimile copy to the correct facsimile phone number of the intended recipient; or (d) by depositing the same into the custody of a national overnight commercial delivery service addressed to the party to be notified. In the event of mailing, notices shall be deemed effective three (3) days after posting; in the event of overnight delivery, notices shall be deemed effective on the next business day following deposit with the delivery service; in the event of personal service or facsimile transmission, notices shall be deemed effective when received, except if facsimile transmission is used, then a duplicate original must also be sent out by overnight courier service for next-day delivery. For the purpose of notice, the addresses of the parties shall be as follows:

If the Lender, to: SUNTRUST BANK
 777 Brickell Avenue
 Miami, Florida 33131

If to Borrower, to: The address shown on page 1 above.

From time to time either party may designate another or additional addresses for all purposes of this Mortgage by giving the other party no less than ten (10) days' advance notice of such change of address in accordance with the notice provisions hereof.

24. Assignment of Leases, Rents and Profits.

24.1. Borrower hereby unconditionally grant to Lender a lien against the leases, rents and profits and does hereby further assign, transfer and set over to Lender, all right, title and interest of Borrower in and to all leases, and all rents, income, receipts, revenues, issues and profits from

or due or arising out of the Mortgaged Property. This assignment is also evidenced by a separate document entitled Assignment of Rents, Leases and Profits, of even date herewith, executed by Borrower and recorded simultaneously herewith, which constitutes one of the Loan Documents. All of the terms, covenants and conditions of the Assignment of Rents, Leases and Profits, all of the defined terms as used therein, and all amendments and supplements to such Assignment, are hereby expressly incorporated herein by this reference and made a part hereof as though fully set forth.

24.2. In addition to observing the covenants of Borrower in the Assignment of Rents, Leases and Profits, Borrower (a) will not execute any further assignment of any of its right, title or interest in the Leases, Rents, Contracts and Profits; (b) will enforce the performance and observance of the covenants and obligations of the tenants under the Leases; (c) will not, except where Borrower is the landlord and the tenant is in default thereunder, terminate or consent to the cancellation or surrender of any Lease of office or retail space, now existing or hereafter to be made (except that any such Lease may be canceled if simultaneously upon the cancellation Borrower as landlord enters into a new Lease with a new tenant); (d) will not modify any such Lease where Borrower is the landlord to shorten the unexpired Lease term or decrease the amount of the rent and other charges payable by the tenant thereunder; (e) will not accept prepayments of any installments of rent to become due under any Leases in excess of one (1) month, except prepayments in the nature of security for the performance of the lessees' obligations thereunder; (f) will not in any other manner impair the value of the Mortgaged Property or the security of this Mortgage; (g) will observe and perform each and every term to be observed or performed by Borrower pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Mortgaged Property; (h) will not permit any Lease to be subordinated to any mortgage which is subordinate to this Mortgage; and (i) will not enter into any new Leases except those approved by Lender. Borrower will not enter into any new Leases without having first obtained Lender's prior written consent which may be withheld subject to Lender's sole discretion.

25. Covenants and Restrictions on Mortgaged Property - Interests.

25.1. Borrower represents and warrants that to the best of Borrower's knowledge neither this Mortgage, the Mortgaged Property, nor the contemplated use of the Improvements, constitute a breach of, or a violation of, any covenants, conditions, easements or restrictions, whether of record or not, affecting or binding upon the Mortgaged Property, or alternatively that such breach or violation has been approved or waived by all parties required by law to so approve or waive such breach or violation. Borrower covenants and agrees that it will take all action necessary to prevent any such breach or violation from hereafter occurring, and defend and indemnify Lender from any consequences of such a breach or violation.

25.2. Borrower shall at all times faithfully and timely perform or cause to be performed all of the terms, covenants and conditions on Borrower's part to be performed, which are contained in any restriction, agreement, easement, permit or other document affecting the Mortgaged Property. Borrower covenants and agrees that it will not waive or modify any of the material terms of any of the restrictions, agreements, easements, permits or other instruments, or the rights or easements created thereby, or cancel or surrender same, or release or discharge any party thereunder or person bound thereby of or from terms, covenants or conditions thereof, or permit the

release or discharge of any party thereunder, without the prior written consent of Lender. Borrower shall take all necessary action to enforce the performance of all of the obligations of the other parties to, and the person bound by such restrictions, agreements, easements, or permits, or other documents.

25.3. Borrower will promptly send to Lender copies of all notices, advises, demands, requests, consents, statements, approvals, disapprovals, authorizations, determinations, satisfactions, waivers, designations, refusals, confirmations and denials which it shall give or receive under any of the aforesaid agreements, easements, permits and other documents.

26. Bankruptcy: Assumption or Assignment:

26.1. The parties agree that Borrower has substantial duties of performance apart from its mere financial obligations under this Mortgage, the Note and other debt instruments or obligations which this Mortgage secures, and that parties other than the Borrower could not adequately and fully perform the covenants to be performed by Borrower in this Mortgage. The parties also agree that this Mortgage is an agreement for the making of loans and for the extending of debt financing or financial accommodations. No assumption of or assignment of this Mortgage shall be allowed in bankruptcy. Should an assumption or assignment of this Mortgage be permitted in violation of this covenant, the parties agree that Lender will not have adequate assurance of performance unless and until Lender is allowed access to adequate financial and other information to satisfy itself that the trustee in bankruptcy or proposed assignee is fully able to assume the financial and personal covenants of Borrower under this Mortgage, in full accordance with its terms and that sufficient collateral is pledged and sufficient bonds or letters of credit are posted by the trustee in bankruptcy or proposed assignee to guarantee performance of such obligations. The parties further agree that the definition of the term "adequate assurance" as set forth in section 365(b)(3) of the Bankruptcy Code of 1978, as amended, shall be applicable directly or by analogy to any determination of adequate assurance in connection with this Mortgage.

26.2. In the event Borrower becomes a debtor in bankruptcy, the debtor in possession or trustee in bankruptcy shall not be permitted to use, sell or lease any of the Mortgaged Property, whether or not in the ordinary course of business, without providing adequate protection to Lender. The parties agree that the language in Section 365 of the Bankruptcy Code of 1978, as amended, shall be the exclusive definition of the term "adequate protection" in connection with any use, sale or lease of the Mortgaged Property. The cash payment referred to in that section shall mean the full payments required under the Note and all other indebtedness which this mortgage secures, plus payment representing the full replacement value of the Mortgaged Property used, sold or leased; the replacement liens referred to in that section shall mean liens on property, the actual market value of which is equal to or greater than the replacement cost of the Mortgaged Property used, sold or leased, and the term "indubitable equivalent" as used in that section shall mean protection afforded by either grants of administrative expense priority, grants to Lender of ownership interest of a continuing business surviving the bankruptcy, or grants to Lender of protected securities issued by a continuing business surviving the bankruptcy, which completely compensate Lender for the loss of the present value (computed at the then market rate of interest for commercial loans) of its interest in the Mortgaged Property. For purposes of computation, the value of the Mortgaged Property shall be the actual market cost of replacement real estate in approximately the same location and

condition as the Mortgaged Property, and with similar improvements.

26.3. The parties agree that because of the extreme financial importance to Lender of this transaction, Lender will be irreparably harmed by any stay of its collection efforts or the exercise of its remedies under this Mortgage.

27. Changes in Zoning. Borrower covenants not to initiate, join in, or consent to any change in any zoning ordinance, private restrictive covenants, or other public or private restriction changing, limiting or restricting the uses which may be made of the Mortgaged Property, without the prior written consent of Lender.

28. Covenants to Run with Land. All covenants contained in this Mortgage shall run with the land until this Mortgage is released of record, and even after such release certain covenants specified herein (including without exception the provisions of Sections 31, 32, 33 and 34 below) shall run with the land.

29. Default and Remedies:

29.1 Each of the following occurrences shall be a default hereunder (an "Event of Default"):

(a) Failure of Borrower to make any payment of principal or interest on the Note when the same is due, whether at maturity or by acceleration or otherwise, or any other payment, charge or assessment due Lender from Borrower under the Note, this Mortgage or the other Loan Documents.

(b) Failure of Borrower to comply with any requirement or provision of Section 6 ("Taxes"), Section 7 ("Casualty Insurance") or Section 8 ("Public Liability Insurance") hereof.

(c) There occurs an event defined as an "Event of Default" in Section 22 ("Sale of Mortgaged Property; Transfer of Interest in Borrower") hereof.

(d) Failure of Borrower, within fifteen (15) days after the date of a written notice from Lender of such failure, to promptly and completely observe and perform each and every other obligation, covenant and agreement contained in the Note, in this Mortgage or in any of the other Loan Documents (excluding from this provision, however, the Events of Default described in any other subsection of this Section 29, if said cure periods are different than those as set forth in this sub-section). If the breach is intrinsically incapable of being cured within such time, then in such case the breach shall constitute an Event of Default only if Borrower does not (i) commence actions to cure the breach within fifteen (15) days after the date of Lender's notice; (ii) agree with Lender, in writing, as to an outside cure date for completion; and (iii) diligently pursue the cure to completion by such date.

(e) A trustee, receiver or liquidator of the Mortgaged Property or of Borrower is appointed by order of a court of competent jurisdiction and the appointment is not withdrawn or the

party dismissed within thirty (30) days of the date of the appointment.

(f) The filing by any of the creditors of Borrower, of any general partner of Borrower (if Borrower is a partnership), or of any guarantor of any Indebtedness, of a petition in bankruptcy against Borrower or any general partner of Borrower (if Borrower is a partnership) or such guarantor, or for the reorganization of Borrower or any general partner of Borrower (if Borrower is a partnership) or such guarantor, pursuant to the federal Bankruptcy Act or any similar law, federal or state, and the same is not discharged within thirty (30) days after the date of filing thereof.

(g) Borrower or any general partner of Borrower (if Borrower is a partnership), joint venturer of Borrower (if Borrower is a joint venture), holder of any beneficial interests in Borrower (if Borrower is a trust), the holder(s) of an interest or interests in any class of stock of Borrower or any general partner thereof (if Borrower or any general partner thereof is a corporation) or any guarantor of any Indebtedness takes, authorizes or permits any of the following actions: (i) files a petition in bankruptcy or, for an arrangement, or for reorganization pursuant to the federal Bankruptcy Code or any similar law, federal or state; (ii) files a petition or answer consenting to, or acquiescing in, a reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief, under any present or future statute, law or regulations, (iii) is adjudicated as a bankrupt; (iv) becomes insolvent, howsoever evidenced; (v) makes an assignment for the benefit of creditors; (vi) admits its inability to or fails to pay its debts generally as they become due; or (vii) consents to the appointment of a receiver or receivers of all or any part of its assets.

(h) Borrower, or any general partner thereof (if not a natural person or persons), is dissolved.

(i) Any majority shareholder of Borrower or any general partner thereof transfers or pledges any of its stock interest or voting interest in Borrower (if Borrower or any general partner thereof is a corporation), or any general partner or joint venturer of Borrower transfers or pledges any of its partnership or joint venture interest in Borrower (if Borrower or any general partner thereof is a partnership or joint venture), or any holder of a beneficial interest of Borrower transfers or pledges any of its beneficial interest in Borrower (if Borrower is a trust).

(j) Any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower or any Guarantor, including, but not limited to, statements made by Borrower or any Guarantor in any financial or credit statement or application for credit made prior to or contemporaneously with the Note, this Mortgage or any other Loan Document, proves to have been false in any material adverse respect when made or furnished.

(k) The granting or entry of a final judgment, order or decree for the payment of money against Borrowers and Borrower's failure to discharge the same or cause it to be discharged within ten (10) days after the date of a written notice from Lender.

(l) The occurrence of a default under any security or loan document evidencing or securing any junior financing (whether or not Lender has given its consent to such financing).

(m) Borrower engages in any junior financing of the Mortgaged Property, or any subordinate lien is recorded against the Mortgaged Property.

(n) Borrower engages in any deliberate waste of the Mortgaged Property, or any portion thereof.

(o) The death, withdrawal or substitution of any general partner of Borrower, if a partnership or joint venture.

(p) A violation of any of the environmental covenants of Borrower hereunder, or under the other Loan Documents. The curing provisions above shall not be applicable to these covenants unless expressly agreed to by Lender in a separate writing.

(q) Borrower's execution of any management agreement affecting the Mortgaged Property not first approved by Lender, in writing.

(r) The filing of a notice limiting future advances, under Section 697.04(1)(b), Florida Statutes, limiting future advances under this Mortgage.

(s) any material adverse change in the financial condition of Borrower provided that: (a) Lender in its sole but reasonable judgment exercised in good faith, shall determine that such change would create a substantial likelihood that the obligations of the Note, or this Mortgage will not be paid or performed in accordance with their terms, (b) such change shall continue for a period of thirty (30) days after notice thereof from Lender to Borrower, and (c) Borrower shall fail, at the end of said 30 day period to deliver to Lender such additional collateral as is reasonably acceptable to Lender to compensate for such material adverse change.

(t) the anticipatory repudiation by Borrower of the Loan or the respective obligations under any Loan Document, or any declaration or action by Borrower or its agents or officers or any of them of evidencing their intention not to perform any of their collective or individual obligations under any Loan Document as and when the same become due.

(u) any value impairment of the collateral in the Lender's sole discretion. In the event this should occur, in addition to all other rights of the Lender, Lender may require that a new appraisal be provided to Lender at Borrower's sole expense.

(v) the failure of Borrower to comply with all requirements imposed by the Americans With Disabilities Act, (42 USC 12101 et seq.) and all amendments thereto (the "ADA"). The Borrower further agrees to indemnify, defend and hold the Lender harmless from and against any loss to the Lender, including without limitation, attorneys' fees incurred by Lender as a result of the Borrower's noncompliance with the ADA.

29.2 During any time an Event of Default exists, Borrower will pay to Lender the entire principal of the Note then outstanding, and all accrued and unpaid interest thereon, and any other amounts payable hereunder or under any of the Loan Documents, and also interest at the

Default Rate on the then unpaid principal of the Note and on all amounts Borrower is required to pay pursuant to any provision of this Mortgage or any of the Loan Documents. In addition thereto, Borrower shall pay such further amounts as shall be sufficient to cover the reasonable costs and expenses of collection and enforcement of the Note, this Mortgage and the Loan Documents. In the event Borrower fails to pay such amounts, Lender shall be entitled and empowered, subject to the limitations, if any, set forth herein, to institute such action or proceedings at law or in equity as may be necessary or desirable to Lender for the collection of the amounts due, and may prosecute any such action or proceedings to judgment or final decree. Lender may enforce any such judgment or final decree against Borrower and collect, out of the property of Borrower wherever situated, as well as out of the Mortgaged Property in any manner provided by law, monies adjudged or decreed to be payable.

29.3. Lender shall be entitled to recover judgment against Borrower before, after or during any proceedings for the foreclosure of this Mortgage, and the right of Lender to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of Lender's remedies under this Mortgage. In case of proceedings against Borrower in insolvency or bankruptcy, or any proceedings for Borrower's reorganization or involving the liquidation of Borrower's assets, then Lender shall be entitled to prove the whole amount of principal and interest due upon the Note and other Indebtedness to the full amount thereof, without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Mortgaged Property. However, in no case shall Lender receive from the aggregate amount of the proceeds of the sale of the Mortgaged Property and the proceeds of any other actions a greater amount than the amount of the Indebtedness due from Borrower, including all principal, interest, reimbursements and other charges which constitute parts of the Indebtedness.

29.4 During all times during which an Event of Default exists, Lender shall have the following rights and remedies:

(a) Lender may declare the entire principal amount of the Note then outstanding, together with accrued and unpaid interest thereon, and all other items of Indebtedness hereunder, to be due and payable immediately, even if the same are not then due and payable.

(b) Regardless of whether Lender accelerates the Indebtedness as authorized above, Lender in person or by agent may (i) enter upon, take possession of, manage and operate the Mortgaged Property; (ii) make or enforce (or if the same be subject to modification or cancellation, modify or cancel) any or all of the Leases and Contracts (the capitalized terms as used in this Section shall have the same meanings as such terms are used in the Assignment of Leases, Rents and Profits recorded simultaneously herewith) upon such terms or conditions as Lender deems proper; (iii) sign new Leases and Contracts in the name of Lender or Borrower, evict existing tenants, and fix or modify rents and payments under Contracts; (iv) make repairs and alterations and do any acts which Lender deems proper to protect the security hereof; and (v) without taking possession, in its own name or in the name of Borrower, sue for or otherwise collect and receive the Rents and Profits, including those past due and unpaid. During the time of Lender's actions as permitted herein, Lender shall collect the Rents and Profits of the Mortgaged Property and apply the same, less the costs and expenses of operation and collection (including reasonable attorneys' fees and expenses),

to the Indebtedness, in such order as Lender may determine.

(c) Upon request of Lender, Borrower shall assemble and make available to Lender at the Mortgaged Property any of the personalty which has been removed from the Mortgaged Property. The entering upon and taking possession of the Mortgaged Property, the collection of any Rents and Profits, and the application of the same as provided herein, shall not operate to cure or waive any default previously or subsequently occurring, or affect any notice of default delivered by Lender hereunder, or invalidate any act done pursuant to any such notice.

(d) Notwithstanding possession of the Mortgaged Property by Lender or a receiver, and the collection, receipt and application of Rents and Profits as described above, Lender shall be entitled to exercise every right contained in this Mortgage or by law upon or after the occurrence of a default. Any of the actions described herein may be taken by Lender either in person or by agent, with or without bringing any action, and may be taken regardless of whether any notice or default or election to sell has been given hereunder, and without regard to the adequacy of the security for the Indebtedness.

(e) Lender shall be entitled to the appointment of a receiver by a court having jurisdiction, who shall be entitled without notice to take possession of and protect the Mortgaged Property, operate the same, collect the Rents and Profits therefrom, and otherwise exercise any rights or authority granted to Lender in this Mortgage or in the separate Assignment of Rents, Leases and Profits. Lender's right to the appointment of a receiver shall continue regardless of the value of the Mortgaged Property as security for the Indebtedness or the solvency of any person or corporation liable for the payment of such amount, and shall exist to the full extent provided by law. Notwithstanding the appointment of any receiver, liquidator or trustee for Borrower, or of any of its property, or of the Mortgaged Property, Lender shall be entitled to retain possession and control of all Mortgaged Property now or hereafter held under this Mortgage, including, but not limited to, the Rents and Profits.

(f) Lender may, at its option, bring an action in any court of competent jurisdiction to foreclose this instrument or to enforce any of the covenants and agreements hereof.

(g) All of the remedies of Lender hereunder or otherwise provided by law shall be concurrent and cumulative, and may be exercised together or independently. Expenses incurred by Lender, including reasonable attorneys' fees and expenses, shall be additions to the Indebtedness secured hereby. The rights and powers in this Section shall be irrevocable and shall continue after sale hereunder if Borrower continues to have any redemption rights with respect to the Mortgaged Property (to extent redemption rights are permitted hereunder).

(h) The failure of Lender to exercise its right to accelerate the maturity of the Indebtedness or to exercise any remedies hereunder in any one or more instances, or acceptance by Lender of partial payments, shall not constitute a waiver of any default or extend or affect the grace period, if any, provided herein. Lender shall continue to have all of its remedies as long as an Event of Default exists. Acceleration of maturity, once claimed hereunder by Lender, may, at the sole option of Lender, be rescinded by written acknowledgment to that effect to Borrower by Lender,

but the tender and acceptance of partial payments alone shall not in any way effect or rescind such acceleration of maturity, nor extend or affect the grace period, if any.

(i) No recovery of any judgment by Lender and no levy of an execution under any judgment upon the Mortgaged Property shall affect, in any manner or to any extent, the lien of this Mortgage upon the Mortgaged Property, and any liens, rights, powers, and remedies of Lender shall continue unimpaired as before.

(j) In exercising the remedies herein described or taking of any of the actions which are authorized herein, Lender will be acting solely and exclusively as agent for Borrower in attempting to realize the maximum return from the Mortgaged Property and in attempting to obtain payment for Lender of the amounts which Lender is to receive pursuant to the Note. The parties acknowledge that in so doing, Lender will not be or be deemed to be an "owner" or "operator" of the Mortgaged Property under any environmental statute, law, regulation or ordinance, and will not be assuming any obligations of Borrower to fully comply with all such statutes, laws, regulations or ordinances, as more particularly described in this Mortgage. Borrower will specifically defend and indemnify Lender against any such liability, cost, loss, or expense.

30. Waiver of Marshaling, Appraisement, Valuation, Stay, Extension, and Redemption Laws:
Lender shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the Indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. The Borrower, any party who consents to this Mortgage and any party who now or hereafter acquires a security interest in the Mortgaged Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law provided herein.

The Borrower agrees to the full extent permitted by law, that in case of an Event of Default on its part, neither the Borrower nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property hereby conveyed, or the final and absolute putting into possession thereof; immediately after such sale, of the purchasers thereof, and the Borrower, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws and any and all right to have the assets comprised in the security intended to be created hereby marshaled upon any foreclosure of the lien hereof and agrees that the Lender or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property as an entirety.

31. Environmental Representations and Warranties of Borrower.

31.1. Borrower covenants, represents and warrants to Lender that to its actual knowledge:

(a) The Mortgaged Property has not and is not being used to refine, produce, store, handle, transfer, process or transport Hazardous Substances or any pollutant or contaminate as those terms are defined above or in the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C.A. Section 9601 (14), as may be amended.

(b) Borrower shall not in the future use all or any part of the Mortgaged Property for the purpose of refining, producing, storing, handling, transferring, processing, or transporting any pollutants or contaminants or any Hazardous Substances or petroleum products in any manner which would result in a release or threatened release which could require response under applicable Environmental Regulations, nor shall Borrower permit or suffer any other party to use all or any part of the Mortgaged Property for any purpose forbidden herein.

(c) No violation of any Environmental Regulations now exists regarding the Mortgaged Property.

31.2. As used herein, the term "Hazardous Substances" shall mean ureaformaldehyde, polychlorinated biphenyls, asbestos, asbestos-containing materials, radioactive materials or wastes, petroleum products, or any other waste material or other substance which would subject the owner of the Mortgaged Property to any response costs, damages, penalties or liabilities under any applicable Environmental Regulations. The term "Environmental Regulations" as used herein means any federal, state, local laws, statutes, codes, ordinances, regulations, requirements or rules relating to any environmental matters, including the removal, handling, and disposal of hazardous or toxic waste materials.

32. Environmental Covenants of Borrower.

32.1. Borrower shall furnish to the United States Environmental Protection Agency or any lawful authority all information lawfully requested by them with respect to the operations of the Mortgaged Property. However, nothing herein shall operate to prevent Borrower from contesting any such information request by lawful means.

32.2. Borrower shall operate its business on the Mortgaged Property, and require all tenants to operate their businesses on the Mortgaged Property, in a careful and prudent manner, and shall require the tenants to avoid and prevent any "release," as defined in CERCLA Section 9601 (22), of any Hazardous Substances on or about the Mortgaged Property into any waters or onto any lands, or air unless such release or disposal is pursuant to and in compliance with all applicable Environmental Regulations.

32.3. Borrower shall give written notice to Lender immediately upon Borrower's acquiring knowledge of the presence of any Hazardous Substance on the Mortgaged Property or of any Hazardous Substances contamination thereon, with a full description thereof.

32.4. Borrower shall immediately advise Lender in writing of any notices received by Borrower or its agents, contractors, authorized representatives and employees, alleging that the Mortgaged Property contains Hazardous Substances or contamination thereof or that a violation

or potential violation of any Environmental Regulation laws, ordinances, rules or regulations exists on or at the Mortgaged Property, or because of actions by Borrower, any tenants, or the agents of the same.

32.5. Borrower shall immediately advise Lender in writing of all claims made or threatened by any third party against Borrower, its agents, contractors, authorized representatives, and employees, or the Mortgaged Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Substances pertaining to the Mortgaged Property.

32.6. Borrower shall immediately advise Lender in writing upon Borrower's acquiring knowledge of any discovery by Borrower's agents, contractors, authorized representatives or employees, of any occurrence or condition on the Mortgaged Property or on any real property adjoining or in the vicinity of the Mortgaged Property which does or could cause the Mortgaged Property to contain Hazardous Substances or otherwise be in violation of any Environmental Regulations, or cause the Mortgaged Property to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Environmental Regulations.

33. Borrower's Obligations to Remedy Environmental Matters.

33.1. In the event any local governmental authority, any state or the federal government, or any agency of either, including, but not limited to, the United States Environmental Protection Agency, notifies Borrower that an investigation is being or will be conducted regarding the Mortgaged Property or that any "removal" or "remedial action" (as these terms are defined in 42 U.S.C. Sections 9601 (23) and (24) (or successor legislation), or any clean-up operations of any kind or nature are necessary to be performed on the Mortgaged Property, or in the event any of such authorities commence, perform or complete any clean-up operation, then Borrower shall notify Lender thereof and the Borrower shall have the right to contest, but only by any lawful means, (a) the determination of such governmental authority that such clean-up operation is necessary, (b) the means or methods of clean-up proposed, ordered or undertaken by such governmental authority, (c) the extent of the clean-up proposed, ordered or undertaken by such governmental authority, or (d) any other matter respecting or relating to the clean-up proposed, ordered or undertaken by such governmental authority. However, prior to Borrower's commencement of such contest Borrower shall notify Lender of its intent to contest such items, and Lender shall determine whether such contest may cause such sufficient risk to either the environment or the Mortgaged Property or the impairment of the lien of this Mortgage. Borrower may not proceed with such contest pending Lender's determination. If Lender determines that it is necessary to insure the protection of the environment, the Mortgaged Property or its Mortgage lien during such contest, Borrower shall provide to Lender an amount sufficient to perform and complete the work, and to reimburse Lender for any clean-up operations which have been or may be performed. These funds shall be held, at Lender's option, in an interest-bearing escrow account selected by Lender, with the interest to be accumulated in the account until the work is completed. In lieu of such a cash deposit, the Borrower may provide a bond satisfactory to Lender, or other security as Lender may find satisfactory in its sole discretion.

33.2. Borrower shall also have the right to seek contribution, indemnity or any other legal right, remedy or recourse which Borrower has or may have against any party except Lender or its officers, agents, or employees. Upon the entry of any final, nonappealable judgment (or the execution of a consent decree or other agreement between Borrower and such governmental authority) requiring Borrower to perform any clean-up operation on the Mortgaged Property, or in the event Borrower does not contest the clean-up ordered or undertaken by such governmental authority, then Borrower shall timely begin the clean-up operation and notify Lender of the same, within five (5) days after (i) Borrower's receipt of notice from such governmental authority that such clean-up is required, or (ii) the commencement of such clean-up operation by such governmental authority, whichever is earlier, or (iii) the time periods set forth in the judgment, consent decree or other agreement. Borrower shall promptly do the following as appropriate:

(a) begin performance of the clean-up operation;

(b) cooperate with any governmental authority conducting any clean-up operation and reimburse said authority for the cost thereof if required by law to do so; and

(c) fully reimburse any other party in accordance with said final nonappealable judgment for any clean-up operation performed as required by law and obtain a release from such party and furnish Lender a copy of such release.

33.3. If Borrower fails to remove any Hazardous Substance or otherwise comply with the Environmental Regulations, Lender may, after notice to Borrower and the expiration of any cure period provided in this Mortgage, declare an Event of Default of this Mortgage and do whatever is necessary to either eliminate such Hazardous Substance from the Mortgaged Property or otherwise cause compliance with the Environmental Regulations, in addition to exercising the other remedies of Lender hereunder for a breach of this Mortgage. All losses, costs, damages, claims, and expenses incurred by Lender on account of Borrower's failure to perform the obligations described in this Mortgage shall be immediately due and payable with interest thereon at the Default Rate specified in the Note and shall become, until repaid, part of the Indebtedness secured hereby as a future advance by Lender under this Mortgage.

33.4. Borrower acknowledges that in the event any Hazardous Substance is removed from the Mortgaged Property by either Borrower or by Lender, the Environmental Protection Agency Generatory Identification Number used on the waste manifest of such Hazardous Substance shall be in the name of the Borrower, or Borrower's agent (other than Lender), and Borrower shall assume all of Lender's potential and actual liability for the removal and disposal of such Hazardous Substance. Borrower shall give and hereby grants to Lender, its agents and employees, access to the Mortgaged Property, and hereby specifically grants the Lender a license, effective upon expiration of the applicable cure period, if any, to remove such materials in order to comply with Environmental Regulations. Notwithstanding the foregoing, Borrower shall not be in default hereunder, and the Lender shall not have the right to accelerate the Indebtedness, so long as Borrower commences the clean-up operation within the time periods set forth above and thereafter diligently prosecutes such clean-up operation to completion.

33.5. In exercising any of the remedies provided herein or taking any of the actions which are authorized herein, Lender will be acting solely and exclusively as agent for Borrower in attempting to realize the maximum return from the Mortgaged Property and in attempting to obtain payment to Lender of the amounts which Lender is to receive pursuant to the Note. The parties acknowledge that in so doing, Lender will not be or be deemed to be an "owner" or "operator" of the Mortgaged Property under any Environmental Regulation, and will not be assuming any obligations of Borrower to fully comply with the Environmental Regulations. Borrower will specifically defend and indemnify Lender against any such liability, cost, loss or expense, including all costs and attorneys' fees incurred through litigation and all appeals.

34. Environmental Indemnification Borrower shall defend and indemnify Lender against any and all claims, assertions, demands, judgments, penalties, fines, liabilities, costs, damages and expenses, including court costs and attorney's fees and expenses incurred by Lender, whether prior to trial, or on appeal, in any action against or involving Lender resulting from any breach of the representations, warranties and covenants in this Mortgage, and from the discovery of any Hazardous Substance in, upon, or over or emanating from the Mortgaged Property. It is the intent of Borrower and Lender that Lender shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or otherwise with respect to Hazardous Substances by virtue of the interest of Lender in the Mortgaged Property created hereby, or as the result of Lender exercising any of its remedies hereunder, including but not limited to Lender's becoming the owner of the Mortgaged Property by foreclosure or conveyance in lieu of foreclosure. Any amounts covered by the foregoing indemnification shall be added to the Indebtedness otherwise secured by the Mortgage and shall bear interest from the date incurred at the Default Rate as defined in the Note, and shall be payable on demand and be a part of the Indebtedness secured hereby. Such expenses shall be reimbursed by Borrower to Lender as and when such expenses are incurred, and Lender shall not be required to wait until such losses, costs, damages, liabilities or expenses have been reduced to judgment.

35. Merger: There shall be no merger of this Mortgage or any other document securing the Note with the fee estate of the Real Estate by reason of the fact that the same party may hold or acquire, directly or indirectly, the Note, this Mortgage or any other document securing the Note and at the same time be the owner of the fee estate of the Mortgaged Property or thereafter acquire the fee estate of the Real Estate, or by reason of the fact that the same party may hold or acquire, directly or indirectly, the fee estate of the Real Estate and at the same time be the owner and holder of the Note, this Mortgage or any other instruments securing the Note or thereafter acquire the Note, this Mortgage or any other instrument securing the Note.

36. Delay or Omission - No Waiver. No delay or omission of the Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

If the Lender (i) grants forbearance or an extension of time for the payment of any sums secured hereby; (ii) takes other or additional security for the payment thereof; (iii) waives or

does not exercise any right granted herein or in the Note; (iv) releases any part of the Mortgaged Property from the lien of the Mortgage or otherwise changes any of the terms of the Note or this Mortgage; (v) consents to the filing of any map, plat or replat thereof; (vi) consents to the granting of any easement thereon; or (vii) makes or consents to any agreement subordinating the lien or charge of this Mortgage, any such act or omission shall not release, discharge, modify, change or affect the obligations under the Note, this Mortgage or otherwise of the Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer or guarantor; nor shall any such act or omission preclude the Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, except as otherwise expressly provided in an instrument or instruments executed thereby. In the event of any sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, the Lender, without notice to any person or corporation, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

37. Offsets. No Indebtedness secured by this Mortgage shall be deemed to have been offset or compensated by all or any part of any claim, cause of action, counterclaim or part of any claim, cause of action, counterclaim or cross-claim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender; and, in respect of the Indebtedness now or hereafter secured hereby, Borrower waives to the full extent permitted by law the benefits of any applicable law, regulation or procedure which substantially provides that where cross-demands for money have existed between persons at any point in time when neither demand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in his answer the defense of payment in that the two (2) demands are compensated so far as they equal each other, notwithstanding that an independent action asserting his claim would at the time of filing his answer be barred by the applicable statute of limitations.

38. Discontinuance of Proceedings - Position of Parties Restored. In case the Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Lender, then and in every such case the Borrower and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Lender shall continue as if no such proceeding has been taken.

39. Loss of Note. In the event the Note is mutilated, destroyed, lost or stolen, Borrower shall deliver to Lender in substitution therefor a new promissory note containing the same terms and conditions as the Note, with a notation thereon of the unpaid principal and accrued but unpaid interest. Borrower shall be furnished with reasonably satisfactory evidence of the mutilation, destruction, loss or theft of the Note, and also such security of indemnity as may be reasonably requested by Borrower.

40. WAIVER OF TRIAL BY JURY BORROWER AND LENDER HEREBY

IRREVOCABLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER EXTENDING CREDIT TO BORROWER. FURTHER, BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDER, NOR THE LENDER'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

41. Management Agreement The Mortgaged Property shall at all times be operated by Borrower, or a substitute professional management company selected by Borrower and acceptable to Lender pursuant to the terms of a management agreement in form and substance satisfactory to Lender. The management agreement must provide that at Lender's option, the agreement may be terminated immediately upon the occurrence of an Event of Default under the Mortgage, or Lender's acquisition of title to the Mortgaged Property whether by foreclosure, deed in lieu of foreclosure, or otherwise. All management agreements, fees and commissions payable to such management company, including, but not limited to, leasing commissions, shall be subordinated to the lien of this Mortgage.

42. Further Assurances Borrower, upon the reasonable request of Lender, will execute, acknowledge and deliver such further instruments (including, without limitation, a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Loan Documents and to subject to the liens thereof any property intended by the terms thereof to be covered thereby, and any renewals, additions, substitutions, replacements or betterments thereto. Upon any failure by Borrower to execute and deliver such instruments, certificates and other documents on or before fifteen (15) days after receipt of written request therefor, Lender may make, execute and record any and all such instruments, certificates and Borrower irrevocably appoints Lender the agent and attorney-in-fact of Borrower to do so.

43. Survival of Warranties and Covenants: All covenants, agreements, representations and warranties made in this Mortgage and the other Loan Documents shall be deemed to have been material and relied upon by Lender and shall survive the execution and delivery to Lender of the Loan Documents and the disbursement and advancement of funds thereunder. The execution by Lender of any satisfaction of Mortgage releasing and canceling this Mortgage of record or any assignment of the Mortgage shall not be deemed to release Borrower from its covenants, agreements, representations, warranties and indemnities made in this Mortgage and the other Loan Documents, and such covenants, agreements, representations, warranties and indemnities shall survive same. This section shall survive the payment of the Indebtedness.

44. Tax and Insurance Escrow. At the sole option of Lender in order to more fully protect the security of this Mortgage, on written notice to Borrower, Borrower shall pay to Lender, on

each of the monthly due dates of interest payments or principal and interest payments, as set forth in the Note, an amount equal to one-twelfth of the annual (i) taxes and (ii) insurance premiums for such insurance as is required hereunder. Borrower shall also pay into such account such additional amounts, to be determined by Lender from time to time, as will provide a sufficient fund at least thirty (30) days prior to the due dates of the next installment of such taxes and insurance premiums, for payment of such taxes and insurance premiums so as to realize the maximum discounts permitted by law. Amounts held hereunder by Lender shall be non-interest bearing and may be commingled with Lender's other funds. Upon assignment of this Mortgage, Lender shall have the right to pay over the balance of such amounts then in its possession to the assignee and Lender shall thereupon be completely released from all liability with respect to such amounts. Upon full payment of the Indebtedness, or, at the election of Lender at any prior time, the balance of such amounts shall be paid over to Borrower and no other party shall have any right or claim thereto. Amounts held by Lender pursuant to this Section 44 may be used by Lender in sufficient time to allow Lender to satisfy Borrower's obligations under the Security Documents to pay taxes and required insurance premiums, within the maximum discount period, where applicable and shall not bear interest.

45. INTENTIONALLY OMITTED.

46. No Representations by Lender. By accepting or approving anything required to be observed, performed or fulfilled or to be given to Lender, pursuant to the Security Documents, including (but not limited to) any officer's certificate, survey, appraisal or insurance policy, Lender shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Lender.

47. Borrower-Lender Relationship. Borrower acknowledges and agrees that the relationship created by the loan evidenced by the Note, Mortgage and the other Loan Documents is that of lender-borrower, creditor-debtor and mortgagee-mortgagor, and the parties do not intend any partnership, joint venture, trustee-beneficiary or other similar relationship to exist or be created between Borrower and Lender.

48. Release of Lender. Borrower acknowledges that it is executing the Note, this Mortgage and each of the Loan Documents of its own voluntary act, free from duress and undue influence. Borrower hereby releases Lender and its employees, agents, and counsel from any claims that it may have (arising prior to the execution of this Mortgage, the Note and the Loan Documents) against Lender, its employees, its agents and counsel for the acts of any of the foregoing parties in connection with the loan evidenced by the Note and secured by the Mortgage and the Loan Documents.

49. Indemnification. Without limiting any of the other provisions contained in this Mortgage, the Note or the Loan Documents, Borrower agrees to indemnify and hold Lender harmless against and with respect to any and all liability, deficiency, damage, cost or expense resulting from any misrepresentation, material omission, breach of warranty or representation, or the non-fulfillments of any covenants or agreement on the part of Borrower under or relating to this Mortgage, the Note or the other Loan Documents, and any and all actions, suits, proceedings,

demands, assessments, judgments, costs, legal and accounting fees or other expenses incident to the foregoing indemnification of the Borrower pursuant to this subsection. This section shall survive the repayment of a Loan.

50. Homestead. The subject Mortgaged Property is for commercial development.

51. Cross Collateralization and Cross Default. This Mortgage and all of the Mortgaged Property shall constitute security for the full and faithful performance by Borrower for any and all other loans, whether now or hereafter existing, which are obligations of Borrower to the Lender. Borrower and the Lender agree that a default in any other loan made by the Lender to Borrower, shall be a default in this Mortgage and the Note, and the Lender shall immediately have all rights and remedies available to it under this Mortgage and the Note. A default in this Mortgage or the Note shall be a default in the Loan Documents and in any loan made by the Lender to the Borrower. The Lender shall not be obligated to satisfy this Mortgage until all obligations of Borrower to the Lender have been fully met.

52. Construction Loan Agreement. The principal amount of the Indebtedness hereby secured is to be disbursed in accordance with the terms of the Construction Loan Agreements ("Agreements") between Borrower and Lender bearing even date herewith or as subsequently executed recognizing that this Mortgage encumbers all of the Mortgaged Property and development of same shall be in different projects over a period of time with each project to be constructed in accordance with a construction loan agreement relating to said project. The Lender may, in the Lender's sole discretion, agree to provide future construction financing for each project from the proceeds of the Note which shall be subject to subsequent Construction Loan Agreements and all of which are secured by this Mortgage. The terms, provisions and conditions of such Construction Loan Agreements are by reference incorporated herein and made a part hereof. Borrower agrees to fully and promptly discharge each and every of its agreements contained in the Agreements and comply with and perform all of the provisions and contingencies thereof. Such Agreements provide for and govern the method of disbursement of the sums evidenced by the Note and secured by this Mortgage, and contain various other agreements with respect to the mortgage transaction during the period until completion of the improvements thereby contemplated to be constructed by Borrower. The lien of this Mortgage on the Mortgaged Property secures the payment of all sums payable to Lender and the performance of all covenants and agreements of the Borrower under the terms and provisions of the Agreements. The Lender shall not be required to determine whether the mortgage proceeds disbursed to the Borrower are applied in accordance with the provisions of the Agreements or any other document pertaining to the Indebtedness hereby secured.

53. Representations and Warranties. The Borrower represents and warrants to the Lender:

(a) the proceeds of the Loan are not being used to purchase or carry any "margin stock" within the meaning of Regulation "G", "U", or "T" of the Board of Governors of the Federal Reserve System, nor to extend credit to others for that purpose.

(b) the extension of credit secured by this Mortgage is exempt from the provisions

of the Federal Consumers Credit Protection Act (Truth-in-Lending Act) (the "Act") and Regulation "Z" of the Board of Governors of the Federal Reserve System (the "Regulation"), because Borrower is a person fully excluded from the Act and the Regulation, and/or because said extension of credit is only for business or commercial purposes of Borrower and the proceeds of the Loan are not being used for personal, family, household or agricultural purposes. Borrower acknowledges and agrees that the Lender is relying on the representations and warranties in this Mortgage and all other Loan Documents as a precondition to making the Loan, and that all such representations and warranties shall survive the closing of the Loan and any bankruptcy proceedings.

54. Miscellaneous.

54.1. In the event of a conflict between the terms, covenants and conditions of this Mortgage and those of any other Loan Document, the terms, covenants and conditions of the document which shall enlarge the interest of Lender in the Mortgaged Property, afford the Lender greater financial security in the Mortgaged Property and/or assure payment of the Indebtedness in full, shall control.

54.2. The headings and captions of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

54.3. In the event any one or more of the provisions contained in this Mortgage or in the Note or in the Loan Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or Note or other Loan Document, but this Mortgage or Note or other Loan Document shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

54.4. This Mortgage and the rights of enforcement hereunder shall, without regard to the place of contract or payment, be construed and enforced according to the laws of the State of Florida.

54.5. Time is of the essence of this Mortgage, and the waiver of the options or obligations secured hereby shall not at any time thereafter be held to be an abandonment of such rights. Notice of the exercise of any option granted to Lender herein, or in the Note, is not required to be given, except as otherwise provided herein.

54.6. The covenants herein contained are joint and several and shall bind, and the benefits and advantages thereof shall also inure to the benefit of, the respective heirs, successors and assigns of the parties.

54.7. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

54.8. Unless expressly provided to the contrary, reasonableness is implied in any

requirement of consent, approval, or satisfaction.

NOW, THEREFORE, if the Note and the interest thereon and the Indebtedness be paid when due and the said agreements be faithfully performed as aforesaid, then these presents shall cease and be void and the Mortgaged Property shall be released at the cost of Borrower.

IN WITNESS WHEREOF, Borrower has executed this Mortgage or caused this Mortgage to be executed by its duly authorized representatives the day and year first above written.

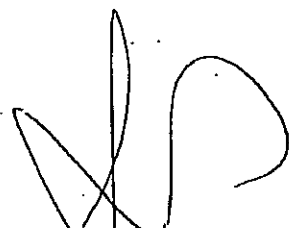
BORROWER:

GT GREENS, LLC
a Florida limited liability company
By its sole managing member:
GT GREENS, INC.
a Florida corporation

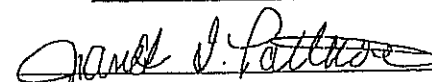
By:


LEWIS MOSCOVITCH

As its: President


Witness Signature

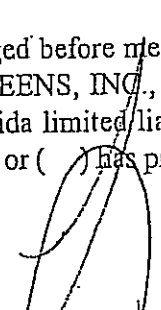
Print: **LARRY A. ROTHENBERG**


Witness Signature

Print: **JANET F. PATTERSON**

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 13 day of April, 2007, by LEWIS MOSCOVITCH, as President of GT GREENS, INC., a Florida corporation, the sole managing member of GT GREENS, LLC, a Florida limited liability company, on behalf of the company. He/she (X) is personally known to me or () has produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA

Print Name:

Commission Number:



Larry A. Rothenberg

My Commission DD292095

Expires March 19, 2008

EXHIBIT "A"

LEGAL DESCRIPTION

(PHASE 1)

A PARCEL OF LAND LYING SOUTH OF A TRACT OF LAND KNOWN AS THE NORTH 250 ACRES OF A CERTAIN PARCEL, SAID HEREIN DESCRIBED PARCEL BEING LOCATED IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, IN ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 00°22'08" EAST ALONG THE WEST LINE OF SAID SECTION 35, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF GATOR TRACE BOULEVARD, A 100.00 FOOT WIDE RIGHT-OF-WAY, A DISTANCE OF 2668.95 FEET TO THE WEST ONE QUARTER CORNER OF SECTION 35;

THENCE N89°48'58"W ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 209.77 FEET TO THE POINT OF BEGINNING OF PHASE 1;

THENCE N89°48'58"W CONTINUING ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 371.44 FEET;

THENCE N00°10'45"E DEPARTING SAID SOUTH LINE A DISTANCE OF 151.89 FEET;

THENCE N79°13'52"E, A DISTANCE OF 211.39 FEET;

THENCE N73°35'13"E, A DISTANCE OF 134.24 FEET;

THENCE S18°22'14"E, A DISTANCE OF 131.14 FEET;

THENCE S 13°26'16"W, A DISTANCE OF 28.24 FEET;

THENCE S 00°11'02"W, A DISTANCE OF 78.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 69,288 SQUARE FEET OR 1.59 ACRES MORE OR LESS.

EXHIBIT "A"

LEGAL DESCRIPTION

(PHASE 2)

A PARCEL OF LAND LYING SOUTH OF A TRACT OF LAND KNOWN AS THE NORTH 250 ACRES OF A CERTAIN PARCEL, SAID HEREIN DESCRIBED PARCEL BEING LOCATED IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, IN ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE RUN NORTH.00°22'08" EAST ALONG THE WEST LINE OF SAID SECTION 35, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF GATOR TRACE BOULEVARD, A 100.00 FOOT WIDE RIGHT-OF-WAY, A DISTANCE OF 2668.95 FEET TO THE WEST ONE QUARTER CORNER OF SECTION 35 AND THE POINT OF BEGINNING OF PHASE 2;

THENCE N89°48'58"W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 209.77 FEET;

THENCE N00°11'02"E DEPARTING SAID SOUTH LINE A DISTANCE OF 78.58 FEET;

THENCE N13°26'16"E, A DISTANCE OF 28.24 FEET;

THENCE N18°22'14"W, A DISTANCE OF 131.15 FEET;

THENCE N73°35'13"E, A DISTANCE OF 23.81 FEET;

THENCE N66°55'27"E, A DISTANCE OF 157.93 FEET;

THENCE S81°48'58"E, A DISTANCE OF 79.32 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF GATOR TRACE BOULEVARD;

THENCE S00°28'00"W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 288.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 60,742 SQUARE FEET OR 1.39 ACRES MORE OR LESS.

EXHIBIT "A"

LEGAL DESCRIPTION

(PHASE 3)

A PARCEL OF LAND LYING SOUTH OF A TRACT OF LAND KNOWN AS THE NORTH 250 ACRES OF A CERTAIN PARCEL, SAID HEREIN DESCRIBED PARCEL BEING LOCATED IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, IN ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 00°22'08" EAST ALONG THE WEST LINE OF SAID SECTION 35, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF GATOR TRACE BOULEVARD, A 100.00 FOOT WIDE RIGHT-OF-WAY, A DISTANCE OF 2668.95 FEET TO THE WEST ONE QUARTER CORNER OF SECTION 35;

THENCE N00°28'00"E CONTINUE ALONG THE WEST RIGHT OF WAY LINE OF GATOR TRACE BOULEVARD A DISTANCE OF 609.27 FEET;
THENCE N70°44'21"W DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 53.87 FEET TO THE POINT OF BEGINNING OF PHASE 3;
THENCE S00°28'00"W, A DISTANCE OF 29.76 FEET;
THENCE S15°40'54"W, A DISTANCE OF 69.79 FEET;
THENCE S52°38'49"W, A DISTANCE OF 24.25 FEET;
THENCE S69°54'32"W, A DISTANCE OF 157.52 FEET;
THENCE S84°23'21"W, A DISTANCE OF 12.51 FEET;
THENCE N81°46'52"W, A DISTANCE OF 21.75 FEET;
THENCE N13°27'59"W, A DISTANCE OF 170.39 FEET;
THENCE S75°10'57"E, A DISTANCE OF 54.73 FEET;
THENCE N87°27'38"E, A DISTANCE OF 58.40 FEET;
THENCE N28°02'38"E, A DISTANCE OF 26.55 FEET;
THENCE S88°49'39"E, A DISTANCE OF 109.53 FEET;
THENCE S66°30'33"E, A DISTANCE OF 29.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 33,245 SQUARE FEET OR 0.76 ACRE MORE OR LESS.

EXHIBIT "A"

LEGAL DESCRIPTION

(PHASE 4)

A PARCEL OF LAND LYING SOUTH OF A TRACT OF LAND KNOWN AS THE NORTH 250 ACRES OF A CERTAIN PARCEL, SAID HEREIN DESCRIBED PARCEL BEING LOCATED IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, IN ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 00°22'08" EAST ALONG THE WEST LINE OF SAID SECTION 35, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF GATOR TRACE BOULEVARD, A 100.00 FOOT WIDE RIGHT-OF-WAY, A DISTANCE OF 2668.95 FEET TO THE WEST ONE QUARTER CORNER OF SECTION 35;

THENCE N00°28'00"E CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF GATOR TRACE BOULEVARD A DISTANCE OF 609.27 FEET;
THENCE N86°23'31"W DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 311.44 FEET TO THE POINT OF BEGINNING OF PHASE 4;
THENCE S13°27'59"E, A DISTANCE OF 170.39 FEET;
THENCE N81°45'25"W, A DISTANCE OF 304.98 FEET;
THENCE N09°38'44"E, A DISTANCE OF 143.92 FEET;
THENCE N75°27'53"E, A DISTANCE OF 84.94 FEET;
THENCE S75°10'57"E, A DISTANCE OF 161.18 FEET TO THE POINT OF BEGINNING;

CONTAINING 44,622 SQUARE FEET OR 1.02 ACRE MORE OR LESS.

EXHIBIT "A"

LEGAL DESCRIPTION

(PHASE 5)

A PARCEL OF LAND LYING SOUTH OF A TRACT OF LAND KNOWN AS THE NORTH 250 ACRES OF A CERTAIN PARCEL, SAID HEREIN DESCRIBED PARCEL BEING LOCATED IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, IN ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 00°22'08" EAST ALONG THE WEST LINE OF SAID SECTION 35, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF GATOR TRACE BOULEVARD, A 100.00 FOOT WIDE RIGHT-OF-WAY, A DISTANCE OF 2668.95 FEET TO THE WEST ONE QUARTER CORNER OF SECTION 35;

THENCE N00°28'00"E CONTINUING ALONG WEST RIGHT OF WAY LINE OF GATOR TRACE BOULEVARD A DISTANCE OF 387.14 FEET;

THENCE S81°53'25"W, DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 487.19 FEET TO THE POINT OF BEGINNING OF PHASE 5;

THENCE S81°53'25"W, A DISTANCE OF 264.41 FEET;

THENCE N02°12'46"W, A DISTANCE OF 143.58 FEET;

THENCE N70°51'36"E, A DISTANCE OF 180.19 FEET;

THENCE S81°37'09"E, A DISTANCE OF 50.66 FEET;

THENCE S16°33'48"E, A DISTANCE OF 164.71 FEET TO THE POINT OF BEGINNING;

CONTAINING 39,598 SQUARE FEET OR 0.91 ACRE MORE OR LESS.

EXHIBIT "A"

LEGAL DESCRIPTION

(PHASE 6)

A PARCEL OF LAND LYING SOUTH OF A TRACT OF LAND KNOWN AS THE NORTH 250 ACRES OF A CERTAIN PARCEL, SAID HEREIN DESCRIBED PARCEL BEING LOCATED IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, IN ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 00°22'08" EAST ALONG THE WEST LINE OF SAID SECTION 35, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF GATOR TRACE BOULEVARD, A 100.00 FOOT WIDE RIGHT-OF-WAY, A DISTANCE OF 2668.95 FEET TO THE WEST ONE QUARTER CORNER OF SECTION 35;

THENCE N00°28'00"E CONTINUING ALONG WEST RIGHT OF WAY LINE OF GATOR TRACE BOULEVARD A DISTANCE OF 609.27 FEET;

THENCE N85°53'00"W DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 550.28 FEET TO THE POINT OF BEGINNING OF PHASE 6;

THENCE S09°38'44"W, A DISTANCE OF 143.92 FEET;

THENCE N81°45'17"W, A DISTANCE OF 48.99 FEET;

THENCE N75°06'37"W, A DISTANCE OF 184.40 FEET;

THENCE N86°11'27"W, A DISTANCE OF 18.83 FEET;

THENCE N11°55'28"W, A DISTANCE OF 110.00 FEET;

THENCE N88°30'06"E, A DISTANCE OF 166.64 FEET;

THENCE S68°22'41"E, A DISTANCE OF 95.75 FEET;

THENCE N75°27'53"E, A DISTANCE OF 37.94 FEET TO THE POINT OF BEGINNING;

CONTAINING 35,076 SQUARE FEET OR 0.81 ACRE MORE OR LESS.

EXHIBIT "A"

LEGAL DESCRIPTION

(PHASE 7)

A PARCEL OF LAND LYING SOUTH OF A TRACT OF LAND KNOWN AS THE NORTH 250 ACRES OF A CERTAIN PARCEL, SAID HEREIN DESCRIBED PARCEL BEING LOCATED IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, IN ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 00°22'08" EAST ALONG THE WEST LINE OF SAID SECTION 35, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF GATOR TRACE BOULEVARD, A 100.00 FOOT WIDE RIGHT-OF-WAY, A DISTANCE OF 2668.95 FEET TO THE WEST ONE QUARTER CORNER OF SECTION 35;

THENCE N00°28'00"E CONTINUING ALONG WEST RIGHT OF WAY LINE OF GATOR TRACE BOULEVARD A DISTANCE OF 387.14 FEET;
THENCE S81°53'25"W DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 751.60 FEET TO THE POINT OF BEGINNING OF PHASE 7;
THENCE S81°53'25"W, A DISTANCE OF 9.77 FEET;
THENCE N89°47'59"W, A DISTANCE OF 105.83 FEET;
THENCE N46°25'00"W, A DISTANCE OF 238.92 FEET;
THENCE N60°34'04"E, A DISTANCE OF 104.41 FEET;
THENCE S58°18'46"E, A DISTANCE OF 227.94 FEET;
THENCE S02°12'46"W, A DISTANCE OF 95.35 FEET TO THE POINT OF BEGINNING;

CONTAINING 33.541 SQUARE FEET OR 0.77 ACRE MORE OR LESS.

EXHIBIT "A"

LEGAL DESCRIPTION

(PHASE 8)

A PARCEL OF LAND LYING SOUTH OF A TRACT OF LAND KNOWN AS THE NORTH 250 ACRES OF A CERTAIN PARCEL, SAID HEREIN DESCRIBED PARCEL BEING LOCATED IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, IN ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 00°22'08" EAST ALONG THE WEST LINE OF SAID SECTION 35, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF GATOR TRACE BOULEVARD, A 100.00 FOOT WIDE RIGHT-OF-WAY, A DISTANCE OF 2668.95 FEET TO THE WEST ONE QUARTER CORNER OF SECTION 35;

THENCE N00°28'00"E CONTINUING ALONG WEST RIGHT OF WAY LINE OF GATOR TRACE BOULEVARD A DISTANCE OF 387.14 FEET;

THENCE S81°53'25"W DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 101.17 FEET TO THE POINT OF BEGINNING OF PHASE 7;

THENCE S81°53'25"W, A DISTANCE OF 386.03 FEET;

THENCE N16°33'49"W, A DISTANCE OF 164.71 FEET;

THENCE N81°37'09"W, A DISTANCE OF 50.66 FEET;

THENCE S70°51'36"W, A DISTANCE OF 180.19 FEET;

THENCE S02°12'46"W, A DISTANCE OF 48.23 FEET;

THENCE N58°18'46"W, A DISTANCE OF 227.94 FEET;

THENCE S60°34'04"W, A DISTANCE OF 104.41 FEET;

THENCE N46°25'00"W, A DISTANCE OF 108.45 FEET;

THENCE N43°35'00"E, A DISTANCE OF 179.89 FEET;

THENCE N82°11'30"E, A DISTANCE OF 149.20 FEET;

THENCE S11°54'31"E, A DISTANCE OF 109.99 FEET;

THENCE S86°11'27"E, A DISTANCE OF 18.83 FEET;

THENCE S75°06'37"E, A DISTANCE OF 184.40 FEET;

THENCE S81°45'25"E, A DISTANCE OF 375.72 FEET;

THENCE N84°23'21"E, A DISTANCE OF 12.51 FEET;

THENCE N69°54'32"E, A DISTANCE OF 157.52 FEET;

THENCE S20°05'28"E, A DISTANCE OF 24.23 FEET TO THE POINT OF BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 40.00 FEET (THROUGH WHICH A RADIAL LINE BEARS N26°18'10"W);

THENCE SOUTHWESTERLY 89.98 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 128°53'07" TO THE END OF SAID CURVE;

THENCE S24°48'43"W, A DISTANCE OF 52.41 FEET TO THE POINT OF BEGINNING;

CONTAINING 127.578 SQUARE FEET OR 2.93 ACRES MORE OR LESS.

EXHIBIT "A"

LEGAL DESCRIPTION

(PHASE 13)

A PARCEL OF LAND LYING SOUTH OF A TRACT OF LAND KNOWN AS THE NORTH 250 ACRES OF A CERTAIN PARCEL, SAID HEREIN DESCRIBED PARCEL BEING LOCATED IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, IN ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 00°22'08" EAST ALONG THE WEST LINE OF SAID SECTION 35, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF GATOR TRACE BOULEVARD, A 100.00 FOOT WIDE RIGHT-OF-WAY, A DISTANCE OF 2668.95 FEET TO THE WEST ONE QUARTER CORNER OF SECTION 35;

THENCE N00°28'00"E CONTINUING ALONG WEST RIGHT OF WAY LINE OF GATOR TRACE BOULEVARD A DISTANCE OF 288.53 FEET TO THE POINT OF BEGINNING OF PHASE 13;

THENCE N81°48'58"W DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 79.32 FEET;

THENCE N23°04'33"W, A DISTANCE OF 77.90 FEET;

THENCE N81°53'25"E, A DISTANCE OF 9.79 FEET;

THENCE N24°48'43"E ALONG A RADIAL LINE, A DISTANCE OF 52.41 FEET TO THE POINT OF BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 40.00;

THENCE NORTHWESTERLY 89.98 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 128°53'07" TO THE END OF SAID CURVE;

THENCE N20°05'28"W, A DISTANCE OF 24.23 FEET;

THENCE N52°38'49"E, A DISTANCE OF 24.25 FEET;

THENCE N15°40'54"E, A DISTANCE OF 69.79 FEET;

THENCE N00°28'00"E, A DISTANCE OF 29.76 FEET;

THENCE N66°30'33"W, A DISTANCE OF 29.13 FEET;

THENCE N88°49'39"W, A DISTANCE OF 109.53 FEET;

THENCE N28°02'38"E, A DISTANCE OF 55.13 FEET;

THENCE N16°14'53"W, A DISTANCE OF 100.21 FEET;

THENCE N39°46'57"E, A DISTANCE OF 42.12 FEET;

THENCE S75°23'50"E, A DISTANCE OF 43.33 FEET;

THENCE N60°22'45"E, A DISTANCE OF 45.52 FEET;

THENCE S89°44'14"E, A DISTANCE OF 57.54 FEET;

THENCE N00°28'00"E, A DISTANCE OF 206.76 FEET;

THENCE S89°28'01"E, A DISTANCE OF 25.00 FEET;

THENCE S00°28'00"W, A DISTANCE OF 747.43 FEET TO THE POINT OF BEGINNING;

CONTAINING 65,234 SQUARE FEET OR 1.50 ACRES MORE OR LESS.