

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
CHARLOTTE COUNTY, FLORIDA
CIVIL ACTION

KENNETH D. GOODMAN, TRUSTEE,

Plaintiff,

v.

M.A.M.C. WINDWARD, LLC, a Florida limited liability company, Sidney Oliver Custody Account, as to an undivided 1.273% interest; Keith Lawrence Novak, as to an undivided 0.714% interest; Mildred Gidney, as Trustee for, The Mildred Gidney Revocable Trust, as to an undivided 0.571% interest; Kenneth Halperin, as to an undivided 0.257% interest; Albert J. Kaplan Irrevocable Trust, Leah Kaplan, Trustee as to an undivided 0.114% interest; Marvin Kaplan and/or Catherine Ellison, as to an undivided 1.071% interest; Robert Revitz Trust, as to an undivided 7.143% interest; David Russin, as to an undivided 0.714% interest; Judith Trontz, as to an undivided 0.286% interest; Solomon Yurman, as to an undivided 0.357% interest; Fred Wheeler, as to an undivided 0.857% interest; Camelot Holdings, L.P., as to an undivided 1% interest; Harold J. Brooks Defined Benefit Pension Plan, as to an undivided 0.357% interest; Karen S. Ellenby Revocable Trust, as to an undivided 0.143% interest; Richard Gold, as to an undivided 1% interest; Esta Solomon, as to an undivided 0.571% interest; Bonnie Brooks and Ilene Tessler M.P. Pension Plan, as to an undivided 0.286% interest; Bette Weinstein Kaplan, as to an undivided 0.071% interest; Albert V. Harrison, Jr. & Elizabeth G. Harrison, as to an undivided 1.071% interest; Iris Raderman Trust, as to an undivided 0.429% interest; Helen A. Lin, as to undivided 0.414% interest; Carolyn F. Luck Revocable Trust, as to an undivided 0.571% interest; Marilyn Burns, Trustee for the Marilyn Burns

CASE NO. 07- 2492 CP

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Revocable Trust, as to an undivided 0.357% interest; Robert A. & Jacqueline K. Herchek, as to an undivided 0.429% interest; Harry L. & Lois S. Kirk, as to an undivided 0.357% interest; Jeanne C. Latour, as to an undivided 0.143% interest; Stuart Sheldon, as to an undivided 0.071% interest; Denise Gold, as to an undivided 0.286% interest; Alejandro Hugo Tacsir, as to an undivided 0.143% interest; Steven C. Cronig, as to an undivided 0.714% interest; LMJ Family Investments, L.L.C., as to an undivided 0.714% interest; Jeffery H. Gordon, Trustee, for the Jeffrey H. Gordon Revocable Trust, as to an undivided 3.571% interest; Norman & Bonnie Brooks, as to an undivided 0.214% interest; Eric Schwartz, as to an undivided 1.429% interest; Sonia Levy, as to an undivided 0.571% interest; Alice Wilton, as to an undivided 0.571% interest; Estate of Charles Beckham Kniskern, Jr., as to an undivided 0.714% interest; Forrest R. and Geraldine P. Nichols, Jr., 0.357% interest; Harry A. and Gail Blyden, as to an undivided 0.143% interest; Jorge Ernesto Zarini, as to an undivided 0.214% interest; Michael Block, as to an undivided 0.214% interest; Jack or Marsha Kotkin, as to an undivided 0.714% interest; Arnold Slotkin, as to an undivided 0.357% interest; Gail Atterman, as to an undivided 0.357% interest; Charles R. Gremler Trust, as to an undivided 1.786% interest; Charles J. Kane Profit Sharing Plan, as to an undivided 0.714% interest; Pamela Morgan, as to an undivided 0.714% interest; Harley N. Kane and Marcia E. Kane as to an undivided 0.286% interest; Franklin E. Ward and/or Christina Ward, as to an undivided 0.429% interest; James Reiss, as to an undivided 0.071% interest; Feuer Family LTD Partnership, as to an undivided 1.071% interest; Fagenholz Family LTD Partnership, as to an undivided 1.429% interest; Albert

and Beth Friedman, as to an undivided 0.571% interest; Jillian Galitzer, as to an undivided 0.357% interest; Robert Markowitz, as to an undivided 0.143% interest; Steven Lesser as to an undivided 0.357% interest; Marilyn Himmel, as to an undivided 0.286% interest; Scott Flower, as to an undivided 0.214% interest; Arin B. Maercks, as to an undivided 0.357% interest; Donald & Alina Davis, as to an undivided 0.357% interest; Shirlee Thaler, as to an undivided 1.429% interest; Ellen Prager, as to an undivided 0.071% interest; Marjorie Leshaw Trust, as to an undivided 0.143% interest; Sharon Marcus, as to an undivided 0.714% interest; John Gonzalez, as to an undivided 0.143% interest; Albert Friedman as custodian FBO Lauren A Friedman UTMA/F, as to an undivided 0.057% interest; Albert Friedman as custodian FBO Ethan G. Friedman UTMA/F, as to an undivided 0.057% interest; Payande, LLC, as to an undivided 0.114% interest; Steven Blaha as to an undivided 0.071% interest; Andrew Zaron as to an undivided 0.286% interest; Richard P. Higer and Bernice S. Higer, as to undivided 0.143% interest; Donna Riven Gordon Irrevocable Trust, as to an undivided 0.429% interest; Lesage Inc., as to an undivided 0.143% interest; Edward Leshaw, as to an undivided 0.143% interest; John Alderman, as to an undivided 0.357% interest; Joan Gitelis, as to an undivided 1.000% interest; Rachel Friedman, as to an undivided 0.286% interest; Douglas Winfield Clanton, as to an undivided 1.071% interest; Thomas Richard Hanson, as to an undivided 0.429% interest; Guillaume Friedman, as to an undivided 0.286% interest; Curtis A. James III, as to an undivided 1.429% interest; Ronald Daniel & Sheldon Stivelman, JTWROS, as to an undivided 0.214% interest; Diana Wain Menzer, as to undivided

0.429% interest; Mary Anne Lostumbo Richter, as to an undivided 0.571% interest; Maurice Goldstein, as to an undivided 0.571% interest; Robert Perless Revocable Trust, as to an undivided 0.214% interest; Avi Steiner as to an undivided 0.143% interest; Rhoda Sternberg POD Betsy E. Sternberg, as to an undivided 0.143% interest; Gregg O. Hanson TOD Jessica M. Hanson, as to an undivided 0.286% interest; William E. Pitts, as to an undivided 0.143% interest; Kathleen A. Stirling, as to an undivided 0.143% interest; Karen Myers, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Forrest Rhea Nichols IRA, as to an undivided 1.786% interest; Coconut Grove Bank, as Custodian of the Charles R. Gremler IRA, as to an undivided 1% interest; Coconut Grove Bank, as Custodian of the Larry Radammer S/D Rollover IRA, as to an undivided 0.914% interest; Coconut Grove Bank, as a Custodian of the Douglass Kniskern IRA, as to an undivided 0.429% interest; Coconut Grove Bank, as Custodian of the Januel E. Douglas IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the Arthur Feinberg Rollover IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Victor Blaha IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Judith Trontz IRA, as to an undivided 0.214% interest; Coconut Grove Bank, as Custodian of the Gary Farnsworth IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Barry Kendall IRA as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Don Davis IRA, as to an undivided 2.029% interest; Coconut Grove Bank, as Custodian of the James J. Hourin IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Patricia

Hourin IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the John Morgan Self Direct Rollover IRA, as to an undivided 1.429% interest; Coconut Grove Bank, as Custodian of the Paul Adlington IRA, as to an undivided 4.286% interest; Coconut Grove Bank, as Custodian of the Peter M. Holahan IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Gail Lane Corenblum Rollover IRA, as to an undivided 1.786% interest; Coconut Grove Bank, as Custodian of the Stuart Corenblum IRA, as to an undivided 0.043% interest; Coconut Grove Bank, as Custodian of the Charles Parlagreco IRA, as to an undivided 3.286% interest; Coconut Grove Bank, as Custodian of the Lawrence Eric Meyer, Jr. Self Directed Rollover IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Judith Parker Self Directed Rollover IRA, as to an undivided 0.429% interest; Coconut Grove Bank, as Custodian of the Dale Content IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the Henry Coppola IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Delsie Lipton IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Daniel Perkins S/D Rollover IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the John Alderman IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Richard Jacobs IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the David Thompson IRA, as to an undivided 1.286% interest; Coconut Grove Bank, as Custodian of the Robert R. Allen IRA, as to an undivided 2.857% interest; Coconut Grove Bank, as Custodian of the Peter J. Fallon Jr. IRA, as to an undivided 0.857% interest.; Coconut

Grove Bank, as Custodian of the Curtis Henry Briggs IRA, as to an undivided 3.357% interest; Coconut Grove Bank as custodian of the James Miller IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Robert Bourne IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Gregg Hanson IRA, as to an undivided 1.429% interest; Coconut Grove Bank, as custodian of the Deborah Weinstein IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the Ganru Ge IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Wanhe Ge IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Marty J. Cavato IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the David Kossman IRA, as to an undivided 2.857% interest; Coconut Grove Bank, as Custodian of the Douglas Clanton IRA, as to an undivided 0.643% interest, Coconut Grove Bank, as Custodian of the Gerard Seagriff R/O IRA, as to an undivided 0.214% interest; Coconut Grove Bank, as Custodian of the Edward Kasold IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Fred M. Fagenholz ROTH IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Robert I. Fagenholz IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Sidney Oliver, as to an undivided 1% interest; Coconut Grove Bank, as Custodian of the Gerald R. Collins to an undivided 2.429% interest; Coconut Grove Bank as custodian of the Dale Content IRA, as to an undivided 0.071%; Gibraltar Bank, as Trustee of the Stephen Zaron, M.D Rollover IRA, as to an undivided 0.357% interest; Gibraltar Bank, as Trustee of the Ira Hershman IRA, as to an

undivided 0.714% interest; Neuberger Berman Trust Co., Trustee FBO Edward Leshaw IRA, as to an undivided 0.143% interest, M.A.M.C. Phase I, LLC, M.A.M.C., Incorporated, Unknown Tenant of Unit 202-Building 1, Unknown Tenant of Unit 203-Building 1, Unknown Tenant of Unit 205-Building 1, Unknown Tenant of Unit 303-Building 1, Unknown Tenant of Unit 202-Building 2, Unknown Tenant of Unit 203-Building 2, Unknown Tenant of Unit 303-Building 2, Unknown Tenant of Unit 404-Building 2, all in The Preserve at Windward, a Condominium, THE PRESERVE AT WINDWARD CONDOMINIUM ASSOCIATION, INC., Coconut Grove Bank, as Custodian of the Anita Speisman IRA as to an undivided 1% interest, Coconut Grove Bank, as Custodian of the William E. Simmel, IRA as to an undivided 2% interest, Coconut Grove Bank, as Custodian of the Barry Alter IRA as to an undivided 1.5% interest, Coconut Grove Bank, as Custodian of the Thomas B. Blaikie IRA as to an undivided 5% interest, Coconut Grove Bank, as Custodian of the Stephen Stong Rollover IRA as to an undivided 5% interest, Coconut Grove Bank, as Custodian of the Murray L. Kane Rollover IRA as to an undivided 2% interest, Berman Mortgage Corporation as to an undivided 26% interest, Patricia Marques Gianoli as to an undivided 4% interest, John Barry as to an undivided 2 % interest, James B. Jones and Sharon L. Jones as to an undivided 2.5% interest, Brandy L. Jacobs as to an undivided 1% interest, Ponce Portfolio Mortgage, Ltd. as to an undivided 1% interest, Scott J. Modist and Deborah Modist as to an undivided 7.5% interest, Morris Berger as to an undivided 10% interest, Marlene Heller and Robert Heller JTWROS as to an undivided 2.5% interest, Douglas Winfield Clanton as to an undivided 5%

interest, Gerald Friedman as to an undivided 2% interest, Sharon Ann Tompkins as to an undivided 2% interest, Kenneth Flanz as to an undivided 1% interest, Tema Burk TTEE dtd 7/27/89 as to an undivided 1% interest, Kenneth S. Andersen as to an undivided 2% interest, Elisabeth B. Edwards as to an undivided 1% interest, Vida Berkowitz as to an undivided 1% interest, Samuel M. Meline, DMD as to an undivided 2.5% interest, S. Atara Kane as to an undivided 1% interest, Jonathon Teppper as to an undivided 1% interest, Barkay Investments, Inc. Retirement Plan as to an undivided 7.5% interest, Coconut Grove Bank as Custodian of the David Eastis R/O IRA as to an undivided 2.5% interest, Robert T. Royall as to an undivided 3.0% interest, Isimeria Holdings, Ltd. as to an undivided 20.50% interest,

Defendants.

COMPLAINT

Plaintiff, KENNETH D. GOODMAN, TRUSTEE ("GOODMAN, TRUSTEE"), by and through his undersigned attorneys sues Defendants, M.A.M.C. WINDWARD, LLC, a Florida limited liability company ("MAMC"), Sidney Oliver Custody Account, as to an undivided 1.273% interest; Keith Lawrence Novak, as to an undivided 0.714% interest; Mildred Gidney, as Trustee for, The Mildred Gidney Revocable Trust, as to an undivided 0.571% interest; Kenneth Halperin, as to an undivided 0.257% interest; Albert J. Kaplan Irrevocable Trust, Leah Kaplan, Trustee as to an undivided 0.114% interest; Marvin Kaplan and/or Catherine Ellison, as to an undivided 1.071% interest; Robert Revitz Trust, as to an undivided 7.143% interest; David Russin, as to an undivided 0.714% interest; Judith Trontz, as to an undivided 0.286% interest; Solomon Yurman, as to an

undivided 0.357% interest; Fred Wheeler, as to an undivided 0.857% interest; Camelot Holdings, L.P., as to an undivided 1% interest; Harold J. Brooks Defined Benefit Pension Plan, as to an undivided 0.357% interest; Karen S. Ellenby Revocable Trust, as to an undivided 0.143% interest; Richard Gold, as to an undivided 1% interest; Esta Solomon, as to an undivided 0.571% interest; Bonnie Brooks and Ilene Tessler M.P. Pension Plan, as to an undivided 0.286% interest; Bette Weinstein Kaplan, as to an undivided 0.071% interest; Albert V. Harrison, Jr. & Elizabeth G. Harrison, as to an undivided 1.071% interest; Iris Raderman Trust, as to an undivided 0.429% interest; Helen A. Lin, as to undivided 0.414% interest; Carolyn F. Luck Revocable Trust, as to an undivided 0.571% interest; Marilyn Burns, Trustee for the Marilyn Burns Revocable Trust, as to an undivided 0.357% interest; Robert A. & Jacqueline K. Herchek, as to an undivided 0.429% interest; Harry L. & Lois S. Kirk, as to an undivided 0.357% interest; Jeanne C. Latour, as to an undivided 0.143% interest; Stuart Sheldon, as to an undivided 0.071% interest; Denise Gold, as to an undivided 0.286% interest; Alejandro Hugo Tacsir, as to an undivided 0.143% interest; Steven C. Cronig, as to an undivided 0.714% interest; LMJ Family Investments, L.L.C., as to an undivided 0.714% interest; Jeffery H. Gordon, Trustee, for the Jeffrey H. Gordon Revocable Trust, as to an undivided 3.571% interest; Norman & Bonnie Brooks, as to an undivided 0.214% interest; Eric Schwartz, as to an undivided 1.429% interest; Sonia Levy, as to an undivided 0.571% interest; Alice Wilton, as to an undivided 0.571% interest; Estate of Charles Beckham Kniskern, Jr., as to an undivided 0.714% interest; Forrest R. and Geraldine P. Nichols, Jr., 0.357% interest; Harry A. and Gail Blyden, as to an undivided 0.143% interest; Jorge Ernesto Zarini, as to an undivided 0.214% interest; Michael Block, as to an undivided 0.214% interest; Jack or Marsha Kotkin, as to an undivided 0.714% interest; Arnold Slotkin, as to an undivided 0.357% interest; Gail Atterman, as to an undivided 0.357%

interest; Charles R Gremler Trust, as to an undivided 1.786% interest; Charles J. Kane Profit Sharing Plan, as to an undivided 0.714% interest; Pamela Morgan, as to an undivided 0.714% interest; Harley N. Kane and Marcia E. Kane as to an undivided 0.286% interest; Franklin E. Ward and/or Christina Ward, as to an undivided 0.429% interest; James Reiss, as to an undivided 0.071% interest; Feuer Family LTD Partnership, as to an undivided 1.071% interest; Fagenholz Family LTD Partnership, as to an undivided 1.429% interest; Albert and Beth Friedman, as to an undivided 0.571% interest; Jillian Galitzer, as to an undivided 0.357% interest; Robert Markowitz, as to an undivided 0.143% interest; Steven Lesser as to an undivided 0.357% interest; Marilyn Himmel, as to an undivided 0.286% interest; Scott Flower, as to an undivided 0.214% interest; Arin B. Maercks, as to an undivided 0.357% interest; Donald & Alina Davis, as to an undivided 0.357% interest; Shirlee Thaler, as to an undivided 1.429% interest; Ellen Prager, as to an undivided 0.071% interest; Marjorie Leshaw Trust, as to an undivided 0.143% interest; Sharon Marcus, as to an undivided 0.714% interest; John Gonzalez, as to an undivided 0.143% interest; Albert Friedman as custodian FBO Lauren A Friedman UTMA/F, as to an undivided 0.057% interest; Albert Friedman as custodian FBO Ethan G. Friedman UTMA/F, as to an undivided 0.057% interest; Payande, LLC, as to an undivided 0.114% interest; Steven Blaha as to an undivided 0.071% interest; Andrew Zaron as to an undivided 0.286% interest; Richard P. Higer and Bernice S. Higer, as to undivided 0.143% interest; Donna Riven Gordon Irrevocable Trust, as to an undivided 0.429% interest; Lesage Inc., as to an undivided 0.143% interest; Edward Leshaw, as to an undivided 0.143% interest; John Alderman, as to an undivided 0.357% interest; Joan Gitelis, as to an undivided 1.000% interest; Rachel Friedman, as to an undivided 0.286% interest; Douglas Winfield Clanton, as to an undivided 1.071% interest; Thomas Richard Hanson, as to an undivided 0.429% interest; Guillaume Friedman,

as to an undivided 0.286% interest; Curtis A. James III, as to an undivided 1.429% interest; Ronald Daniel & Sheldon Stivelman, JTWROS, as to an undivided 0.214% interest; Diana Wain Menzer, as to undivided 0.429% interest; Mary Anne Lostumbo Richter, as to an undivided 0.571% interest; Maurice Goldstein, as to an undivided 0.571% interest; Robert Perless Revocable Trust, as to an undivided 0.214% interest; Avi Steiner as to an undivided 0.143% interest; Rhoda Sternberg POD Betsy E. Sternberg, as to an undivided 0.143% interest; Gregg O. Hanson TOD Jessica M. Hanson, as to an undivided 0.286% interest; William E. Pitts, as to an undivided 0.143% interest; Kathleen A. Stirling, as to an undivided 0.143% interest; Karen Myers, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Forrest Rhea Nichols IRA, as to an undivided 1.786% interest; Coconut Grove Bank, as Custodian of the Charles R. Gremmler IRA, as to an undivided 1% interest; Coconut Grove Bank, as Custodian of the Larry Radammer S/D Rollover IRA, as to an undivided 0.914% interest; Coconut Grove Bank, as a Custodian of the Douglass Kniskern IRA, as to an undivided 0.429% interest; Coconut Grove Bank, as Custodian of the Januel E. Douglas IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the Arthur Feinberg Rollover IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Victor Blaha IRA , as to an undivided 0.5% interest ; Coconut Grove Bank, as Custodian of the Judith Trontz IRA, as to an undivided 0.214% interest; Coconut Grove Bank, as Custodian of the Gary Farnsworth IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Barry Kendall IRA as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Don Davis IRA, as to an undivided 2.029% interest; Coconut Grove Bank, as Custodian of the James J. Hourin IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Patricia Hourin IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the

John Morgan Self Direct Rollover IRA, as to an undivided 1.429% interest; Coconut Grove Bank, as Custodian of the Paul Adlington IRA, as to an undivided 4.286% interest; Coconut Grove Bank, as Custodian of the Peter M. Holahan IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Gail Lane Corenblum Rollover IRA, as to an undivided 1.786% interest; Coconut Grove Bank, as Custodian of the Stuart Corenblum IRA, as to an undivided 0.043% interest; Coconut Grove Bank, as Custodian of the Charles Parlagreco IRA, as to an undivided 3.286% interest; Coconut Grove Bank, as Custodian of the Lawrence Eric Meyer, Jr. Self Directed Rollover IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Judith Parker Self Directed Rollover IRA, as to an undivided 0.429% interest; Coconut Grove Bank, as Custodian of the Dale Content IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the Henry Coppola IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Delsie Lipton IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Daniel Perkins S/D Rollover IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the John Alderman IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Richard Jacobs IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the David Thompson IRA, as to an undivided 1.286% interest; Coconut Grove Bank, as Custodian of the Robert R. Allen IRA, as to an undivided 2.857% interest; Coconut Grove Bank, as Custodian of the Peter J. Fallon Jr. IRA, as to an undivided 0.857% interest;; Coconut Grove Bank, as Custodian of the Curtis Henry Briggs IRA, as to an undivided 3.357% interest; Coconut Grove Bank as custodian of the James Miller IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Robert Bourne IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Gregg Hanson IRA, as to an undivided 1.429%

interest; Coconut Grove Bank, as custodian of the Deborah Weinstein IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the Ganru Ge IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Wanhe Ge IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Marty J. Cavato IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the David Kossman IRA, as to an undivided 2.857% interest; Coconut Grove Bank, as Custodian of the Douglas Clanton IRA, as to an undivided 0.643% interest, Coconut Grove Bank, as Custodian of the Gerard Seagriff R/O IRA, as to an undivided 0.214% interest; Coconut Grove Bank, as Custodian of the Edward Kasold IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Fred M. Fagenholz ROTH IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Robert I. Fagenholz IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Sidney Oliver, as to an undivided 1% interest; Coconut Grove Bank, as Custodian of the Gerald R. Collins to an undivided 2.429% interest; Coconut Grove Bank as custodian of the Dale Content IRA, as to an undivided 0.071%; Gibraltar Bank, as Trustee of the Stephen Zaron, M.D Rollover IRA, as to an undivided 0.357% interest; Gibraltar Bank, as Trustee of the Ira Hershman IRA, as to an undivided 0.714% interest; Neuberger Berman Trust Co., Trustee FBO Edward Leshaw IRA, as to an undivided 0.143% interest, M.A.M.C. Phase I, LLC (hereinafter collective referred to as "PERCENTAGE INTEREST BORROWERS"), M.A.M.C., Incorporated, Unknown Tenant of Unit 202-Building 1, Unknown Tenant of Unit 203-Building 1, Unknown Tenant of Unit 205-Building 1, Unknown Tenant of Unit 303-Building 1, Unknown Tenant of Unit 202-Building 2, Unknown Tenant of Unit 203-Building 2, Unknown Tenant of Unit 303-Building 2, Unknown Tenant of Unit 404-Building 2, all in The Preserve at Windward, THE PRESERVE AT

WINDWARD CONDOMINIUM ASSOCIATION, INC. ("PRESERVE ASSOCIATION"), Coconut Grove Bank, as Custodian of the Anita Speisman IRA as to an undivided 1% interest, Coconut Grove Bank, as Custodian of the William E. Simmel, IRA as to an undivided 2% interest, Coconut Grove Bank, as Custodian of the Barry Alter IRA as to an undivided 1.5% interest, Coconut Grove Bank, as Custodian of the Thomas B. Blaikie IRA as to an undivided 5% interest, Coconut Grove Bank, as Custodian of the Stephen Stong Rollover IRA as to an undivided 5% interest, Coconut Grove Bank, as Custodian of the Murray L. Kane Rollover IRA as to an undivided 2% interest, Berman Mortgage Corporation as to an undivided 26% interest, Patricia Marques Gianoli as to an undivided 4% interest, John Barry as to an undivided 2 % interest, James B. Jones and Sharon L. Jones as to an undivided 2.5% interest, Brandy L. Jacobs as to an undivided 1% interest, Ponce Portfolio Mortgage, Ltd. as to an undivided 1% interest, Scott J. Modist and Deborah Modist as to an undivided 7.5% interest, Morris Berger as to an undivided 10% interest, Marlene Heller and Robert Heller JTWROS as to an undivided 2.5% interest, Douglas Winfield Clanton as to an undivided 5% interest, Gerald Friedman as to an undivided 2% interest, Sharon Ann Tompkins as to an undivided 2% interest, Kenneth Flanz as to an undivided 1% interest, Tema Burk TTEE dtd 7/27/89 as to an undivided 1% interest, Kenneth S. Andersen as to an undivided 2% interest, Elisabeth B. Edwards as to an undivided 1% interest, Vida Berkowitz as to an undivided 1% interest, Samuel M. Meline, DMD as to an undivided 2.5% interest, S. Atara Kane as to an undivided 1% interest, Jonathon Teppper as to an undivided 1% interest, Barkay Investments, Inc. Retirement Plan as to an undivided 7.5% interest (collectively referred to as "**SECOND MORTGAGE INTEREST HOLDERS**"), Coconut Grove Bank as Custodian of the David Eastis R/O IRA as to an undivided 2.5% interest, Robert T. Royall as to an undivided 3.0% interest, Isimeria Holdings, Ltd. as to an undivided 20.50%

interest (collectively referred to as "ASSIGNMENT INTEREST HOLDERS"), and alleges:

1. GOODMAN, TRUSTEE lives and resides in Naples, Collier County, Florida.
2. MAMC is a Florida limited liability company authorized to transact business in the State of Florida.
3. MAMC was previously known as DB Windward, LLC, a Florida limited liability company. On October 31, 2006, DB Windward, LLC filed a name change with the Secretary of State, changing its name to M.A.M.C. Windward, LLC.
4. PERCENTAGE INTEREST BORROWERS have a stated percentage interest ownership in that certain Promissory Note dated July 14, 2006 in favor of GOODMAN, TRUSTEE in the amount of \$2,375,000, and in that Certain Collateral Assignment recorded in O.R. Book 3066, at Page 1791 of the Public Records of Charlotte County, Florida, all natural persons or entities each of who or whom has availed themselves of the jurisdiction of this Court by virtue of the recording of the Collateral Assignment in Charlotte County, Florida, against the real property which is the subject matter of this action.
5. M.A.M.C. Phase I, LLC, is a Florida limited liability company with its principal place of business in Coconut Grove, Florida has availed itself of the jurisdiction of this Court by virtue of its execution and the Promissory Note which is security for a Collateral Assignment recorded in Charlotte County, Florida against the real property which is the subject matter of this action.
6. M.A.M.C Incorporated, a Florida corporation is authorized to transact business in the State of Florida, and in their capacity as servicing agent and attorney in fact for the PERCENTAGE INTEREST BORROWERS, have availed itself of the jurisdiction of this Court by virtue of its agreement to be the servicing agent and attorney in fact for the Borrowers in relation to the

Promissory Note, and the servicing agent and attorney in fact for the Collateral Assignees as defined in the Collateral Assignment recorded in the Public Records of Charlotte County, Florida against the real property which is the subject matter of this action.

7. Coconut Grove Bank is authorized to transact business in the State of Florida, and has availed itself of the jurisdiction of this Court by virtue of its agreement to be the Custodian for various Borrowers and Collateral Assignees as defined in a Promissory Note, and in a Collateral Assignment recorded in the Public Records of Charlotte County, Florida against the real property which is the subject matter of this action.

8. Gibraltar Bank is authorized to transact business in the State of Florida, and has availed itself of the jurisdiction of this Court by virtue of its agreement to be the Custodian for various Collateral Assignees as defined in the Collateral Assignment recorded in the Public Records of Charlotte County, Florida against the real property which is the subject matter of this action.

9. Neuberger Berman Trust Co. is authorized to transact business in the State of Florida, and has availed itself of the jurisdiction of this Court by virtue of its agreement to be the Trustee for a Collateral Assignee as defined in the Collateral Assignment recorded in the Public Records of Charlotte County, Florida against the real property which is the subject matter of this action.

10. Unknown Tenant of Condominium Unit 202-Building 1 of The Preserve at Windward, a Condominium, the name being fictitious for parties in possession, lives and resides in Cape Haze, Charlotte County, Florida.

11. Unknown Tenant of Condominium Unit 203-Building 1 of The Preserve at Windward, a Condominium, the name being fictitious for parties in possession, lives and resides in Cape Haze, Charlotte County, Florida.

12. Unknown Tenant of Condominium Unit 205-Building 1 of The Preserve at Windward, a Condominium, the name being fictitious for parties in possession, lives and resides in Cape Haze, Charlotte County, Florida.

13. Unknown Tenant of Condominium Unit 303-Building 1 of The Preserve at Windward, a Condominium, the name being fictitious for parties in possession, lives and resides in Cape Haze, Charlotte County, Florida.

14. Unknown Tenant of Condominium Unit 202-Building 2 of The Preserve at Windward, a Condominium, the name being fictitious for parties in possession, lives and resides in Cape Haze, Charlotte County, Florida.

15. Unknown Tenant of Condominium Unit 203-Building 2 of The Preserve at Windward, a Condominium, the name being fictitious for parties in possession, lives and resides in Cape Haze, Charlotte County, Florida.

16. Unknown Tenant of Condominium Unit 303-Building 2 of The Preserve at Windward, a Condominium, the name being fictitious for parties in possession, lives and resides in Cape Haze, Charlotte County, Florida.

17. Unknown Tenant of Condominium Unit 404-Building 2 of The Preserve at Windward, a Condominium, the name being fictitious for parties in possession, lives and resides in Cape Haze, Charlotte County, Florida.

18. PRESERVE ASSOCIATION has a principal place of business in Charlotte County, Florida, which operates a homeowners association located in Charlotte County, Florida.

19. SECOND MORTGAGE INTEREST HOLDERS have a stated percentage interest ownership in that certain Second Mortgage and Security Agreement dated December 29, 2006

recorded in O.R. Book 3091, at Page 1945 of the Public Records of Charlotte County, Florida, all natural persons or entities each of whom have availed themselves of the jurisdiction of this Court by virtue of the recording of the Second Mortgage and Security Agreement in Charlotte County, Florida, against real property which is the subject matter of this action.

20. ASSIGNMENT INTEREST HOLDERS have a stated percentage interest ownership in that certain Assignment of Undivided Percentage Interest in and To Promissory Note and Related Loan Documents dated February 7, 2007 recorded in O.R. Book 3122, at Page 1484 of the Public Records of Charlotte County, Florida, all natural persons or entities each of whom have availed themselves of the jurisdiction of this Court by virtue of the recording of the Assignment of Undivided Percentage Interest in and to Promissory Note and Related Loan Documents in Charlotte County, Florida, against real property which is the subject matter of this action

21. Isimeria Holdings, Ltd. has availed itself of the jurisdiction of this Court by virtue of an Assignment of Undivided Interest in Promissory Note, Mortgage and Other Loan Documents dated February 9, 2007 and recorded in O.R. Book 3145, at Page 859 of the Public Records of Charlotte County, Florida against the real property which is the subject matter of this action.

22. MAMC owns real property in Charlotte County, Florida which is secured by the lien of GOODMAN, TRUSTEE's Collateral Assignment.

COUNT I
PROMISSORY NOTE

GOODMAN, TRUSTEE sues MAMC, PERCENTAGE INTEREST BORROWERS, M.A.M.C. PHASE I, LLC, a Florida limited liability company, and M.A.M.C. Incorporated, on a Promissory Note and alleges:

23. GOODMAN, TRUSTEE realleges all allegations contained in Paragraphs 1 through 9.

24. This is an action for damages in excess of \$15,000, exclusive of interest, costs, and attorneys' fees.

25. On July 14, 2006 M.A.M.C. Incorporated as servicing agent and attorney in fact for PERCENTAGE INTEREST BORROWERS and MAMC executed and delivered to GOODMAN, TRUSTEE a Promissory Note ("the Note") a copy being attached hereto as Exhibit "A."

26. On July 14, 2006 M.A.M.C. Phase I, LLC executed and delivered to GOODMAN, TRUSTEE a Promissory Note ("the Note") a copy being attached hereto as Exhibit "A."

27. Paragraph 5 of the Note provides that the Borrowers (as defined in the Note) will be in default if they fail to comply with any term, covenant, or condition of the Note.

28. On December 12, 2006 MAMC became the owner of the real property referenced in the Note by virtue of a Trustee's Deed signed by Gerald McHale, Trustee, transferring the real property to MAMC. The Trustee's Deed was recorded on January 2, 2007 in O.R. Book 3091, at Page 1931 of the Public Records of Charlotte County, Florida ("Trustee's Deed").

29. Pursuant to Paragraph 2.2.1 of the Note, the Note matured thirty (30) days after title to the real property was acquired by MAMC. In the alternative, pursuant to Paragraph 2.2.2 of the Note, the Note matured on July 14, 2007.

30. As a result of the recording of the Trustee's Deed on January 2, 2007, the Note matured on February 1, 2007.

31. The PERCENTAGE INTEREST BORROWERS, MAMC, and/or M.A.M.C. Phase I, LLC failed to pay the Note upon its maturity, even after demand.

32. GOODMAN, TRUSTEE owns and holds the Note.

33. PERCENTAGE INTEREST BORROWERS, MAMC, and/or M.A.M.C. Phase I, LLC owe GOODMAN, TRUSTEE \$2,375,000 that is due with interest since February 1, 2007 on the Note.

34. Pursuant to Paragraph 7 of the Note, interest on the note, after its maturity date, accrues at the rate of 24.99% per annum.

35. GOODMAN, TRUSTEE has retained the law firm of Coleman, Hazzard and Taylor, P.A. to represent him in this matter, and is obligated to pay his attorneys a reasonable fee for their services.

36. Pursuant to Paragraph 9 of the Note, PERCENTAGE INTEREST BORROWERS, MAMC, and/or M.A.M.C. Phase I, LLC are liable for all attorneys' fees, paralegals' fees, legal assistants' fees, costs, and expenses incurred by GOODMAN, TRUSTEE for the collection and/or enforcement of the Note.

WHEREFORE, GOODMAN AS TRUSTEE demands judgment for damages, interest, costs, and attorneys' fees against PERCENTAGE INTEREST BORROWERS, MAMC, and/or M.A.M.C. Phase I, LLC.

COUNT II
FORECLOSURE AS TO CONDOMINIUMS

GOODMAN AS TRUSTEE sues MAMC, PERCENTAGE INTEREST BORROWERS, M.A.M.C. Incorporated, Unknown Tenant of Unit 202-Building 1, Unknown Tenant of Unit 203-Building 1, Unknown Tenant of Unit 205-Building 1, Unknown Tenant of Unit 303-Building 1, Unknown Tenant of Unit 202-Building 2, Unknown Tenant of Unit 203-Building 2, Unknown

Tenant of Unit 303-Building 2, Unknown Tenant of Unit 404-Building 2, all in The Preserve at Windward, PRESERVE ASSOCIATION, SECOND MORTGAGE INTEREST HOLDERS, ASSIGNMENT INTEREST HOLDERS, and Isimeria Holdings, Ltd. to foreclose a mortgage on real property and alleges:

37. GOODMAN TRUSTEE realleges all allegations contained in Paragraphs 1-4, and 6-22.

38. This is an action to foreclose a mortgage on real property in Charlotte County, Florida.

39. The notice required by the Fair Debt Collection Practices Act, (the Act), 15 U.S.C. Section 1601 as amended, is attached hereto as Exhibit "B."

40. On September 12, 2006, M.A.M.C. Incorporated as servicing agent and attorney in fact for the PERCENTAGE INTEREST BORROWERS and MAMC executed a Collateral Assignment securing payment of the Note. The Collateral Assignment was recorded on November 13, 2006 in O.R. Book 3066, at Page 1791, of the Public Records of Charlotte County, Florida ("Collateral Assignment").

41. Pursuant to Paragraph 5 of the Terms of the Collateral Assignment, "if (i) MAMC, or any entity related to, or owned, controlled, managed or operated by said company "an "Affiliate"), becomes the owner of Condominium Units #202, 203, 205 and 303 in Building #1 and Units #202, 203, 303 and 404 in Building #2, of The Preserve at Windward, A condominium according to the Declaration of Condominium therefore filed in Official Records Book 2610 at Page 2109 of the Public Records of Charlotte County, Florida, (the "Condominiums"); and (ii) MAMC becomes the owner of the vacant lands encumbered by the Berman Mortgage ("the "Lands"); as a result of a

bankruptcy sale held in Case No. 9:05-BK-28399-ALP (the "Bankruptcy Case"), then this instrument shall be automatically converted to a mortgage (the "Mortgage") encumbering and shall attach to said Condominiums immediately upon recording of the deed in favor of MAMC." (Emphasis added.) A copy of the Mortgage is attached hereto as Exhibit "C."

42. Pursuant to Paragraph 5 of the Mortgage, further terms of the Mortgage are set forth in the Orion Mortgage which was incorporated by reference. A copy of the Orion Mortgage is attached hereto as Exhibit "D."

43. As a result of the recording of the Trustee's Deed, the Collateral Assignment became a Mortgage on the real property, mortgaging the Condominiums more fully described on the attached Exhibit "E," then owned by and in possession of MAMC.

44. The property is now owned by MAMC who holds possession.

45. GOODMAN, TRUSTEE owns and holds the Note and Collateral Assignment/Mortgage.

46. Pursuant to Paragraph 2.2.1 of the Note, the Note matured thirty (30) days after title to the real property was acquired by MAMC. In the alternative, pursuant to Paragraph 2.2.2 of the Note, the Note matured on July 14, 2007.

47. As a result of the recording of the Trustee's Deed on January 2, 2007, the note matured on February 1, 2007 and PERCENTAGE INTEREST BORROWERS and MAMC failed to pay the Note when due, even after demand.

48. PERCENTAGE INTEREST BORROWERS and MAMC have defaulted under the Note and Collateral Assignment/Mortgage as a result of their failure to pay the Note upon its maturity.

49. PERCENTAGE INTEREST BORROWERS and MAMC owe GOODMAN, TRUSTEE \$2,375,000 that is due with interest since February 1, 2007, on the Note.

50. Unknown Tenant of Unit 202-Building 1 in The Preserve at Windward may claim some interest in the property that is the subject of this foreclosure action by virtue of possession of the property, however, that interest, if any, is inferior to the lien of GOODMAN, TRUSTEE's Mortgage.

51. Unknown Tenant of Unit 203-Building 1 in The Preserve at Windward may claim some interest in the property that is the subject of this foreclosure action by virtue of possession of the property, however, that interest, if any, is inferior to the lien of GOODMAN, TRUSTEE's Mortgage.

52. Unknown Tenant of Unit 205-Building 1 in The Preserve at Windward may claim some interest in the property that is the subject of this foreclosure action by virtue of possession of the property, however, that interest, if any, is inferior to the lien of GOODMAN, TRUSTEE's Mortgage.

53. Unknown Tenant of Unit 303-Building 1 in The Preserve at Windward may claim some interest in the property that is the subject of this foreclosure action by virtue of possession of the property, however, that interest, if any, is inferior to the lien of GOODMAN, TRUSTEE's Mortgage.

54. Unknown Tenant of Unit 202-Building 2 in The Preserve at Windward may claim some interest in the property that is the subject of this foreclosure action by virtue of possession of the property, however, that interest, if any, is inferior to the lien of GOODMAN, TRUSTEE's Mortgage.

55. Unknown Tenant of Unit 203-Building 2 in The Preserve at Windward may claim some interest in the property that is the subject of this foreclosure action by virtue of possession of the property, however, that interest, if any, is inferior to the lien of GOODMAN, TRUSTEE's Mortgage.

56. Unknown Tenant of Unit 303-Building 2 in The Preserve at Windward may claim some interest in the property that is the subject of this foreclosure action by virtue of possession of the property, however, that interest, if any, is inferior to the lien of GOODMAN, TRUSTEE's Mortgage.

57. Unknown Tenant of Unit 404-Building 2 in The Preserve at Windward may claim some interest in the property that is the subject of this foreclosure action by virtue of possession of the property, however, that interest, if any, is inferior to the lien of GOODMAN, TRUSTEE's Mortgage.

58. PRESERVE ASSOCIATION may claim some interest in the property that is the subject of this foreclosure action by virtue of a Declaration of Covenants, Conditions and Restrictions for The Preserve at Windward recorded in O.R. Book 2610, at Page 2109 of the Public Records of Charlotte County, Florida, as amended; but that interest, if any, is inferior to the lien of GOODMAN, TRUSTEE's Mortgage.

59. SECOND MORTGAGE INTEREST HOLDERS may claim an interest in the Condominiums by virtue of a Second Mortgage and Security Agreement recorded in O.R. Book 3091, at Page 1945 of the Public Records of Charlotte County, Florida, and by virtue of a Assignment of Leases and Rentals recorded in O.R. Book 3901, at Page 1955 of the Public Records

of Collier County, Florida but that interest, if any is inferior to the lien of GOODMAN, TRUSTEE's Mortgage.

60. ASSIGNMENT INTEREST HOLDERS may claim an interest in the Condominiums by virtue of an Assignment of Undivided Percentage Interest in and to Promissory Note, Second Mortgage, and Related Loan Documents recorded in O.R. Book 3122, at Page 1484 of the Public Records of Charlotte County, Florida, but that interest, if any is inferior to the lien of GOODMAN, TRUSTEE's Mortgage.

61. Isimeria Holdings, Ltd. as to an undivided 20.5% interest may claim an interest in the Condominiums by virtue of an Assignment of Undivided Interest in Promissory Note, Mortgage, and Other Loan Documents recorded in O.R. Book 3145, at Page 859 of the Public Records of Charlotte County, Florida, but that interest, if any is inferior to the lien of GOODMAN, TRUSTEE's Mortgage.

62. GOODMAN, TRUSTEE has retained the law firm of Coleman, Hazzard and Taylor, P.A. to represent him in this matter, and is obligated to pay his attorneys a reasonable fee for their services.

63. Pursuant to Paragraph 3(e) of the Orion Bank Mortgage, GOODMAN, TRUSTEE is entitled to recover attorney's fees and costs from PERCENTAGE INTEREST BORROWERS and MAMC.

64. Pursuant to Paragraph 9 of the Note, PERCENTAGE INTEREST BORROWERS and MAMC are liable for all attorneys' fees, paralegals' fees, legal assistants' fees, costs, and expenses incurred by GOODMAN, TRUSTEE for the collection and/or enforcement of the Note.

WHEREFORE, GOODMAN, TRUSTEE demands the following:

a) an accounting of the sums due GOODMAN, TRUSTEE under the Note and Mortgage including prejudgment interest and for abstracting, taxes, insurance, expenses and costs, including attorney's fees that GOODMAN, TRUSTEE is entitled to recover in this cause;

b) a judgment in the amount set forth in the accounting providing, in addition to interest, court costs, and attorneys' fees and that, if the sum is not paid in the time set by this Court, the property be sold to satisfy GOODMAN, TRUSTEE'S claim, and if the proceeds from the sale are insufficient to pay GOODMAN, TRUSTEE'S claim, that a deficiency judgment be entered against the PERCENTAGE INTEREST BORROWERS, MAMC, and/or M.A.M.C. Incorporated, and

c) that the PERCENTAGE INTEREST BORROWERS, MAMC, and/or M.A.M.C. Incorporated, their successors and/or assigns and all persons claiming under or against Percentage Interest Borrowers, MAMC, and/or M.A.M.C. Incorporated since the filing of the Notice of Lis Pendens, be foreclosed.

COUNT III
FORECLOSURE AS TO PARCEL ONE-VACANT LAND

GOODMAN AS TRUSTEE sues PERCENTAGE INTEREST BORROWERS, MAMC, M.A.M.C. Incorporated, SECOND MORTGAGE INTEREST HOLDERS, ASSIGNMENT INTEREST HOLDERS, and Isimeria Holdings, Ltd. to foreclose a mortgage on real property and alleges:

65. GOODMAN TRUSTEE realleges all allegations contained in Paragraphs 1-4, 6-9, and 19-22.

66. This is an action to foreclose a mortgage on real property in Charlotte County, Florida.

67. The notice required by the Fair Debt Collection Practices Act, (the Act), 15 U.S.C. Section 1601 as amended, is attached hereto as Exhibit "B."

68. On September 12, 2006, M.A.M.C. Incorporated as servicing agent and attorney in fact for the PERCENTAGE INTEREST BORROWERS and MAMC executed a Collateral Assignment securing payment of the Note. The Collateral Assignment was recorded on November 13, 2006 in O.R. Book 3066, at Page 1791, of the Public Records of Charlotte County, Florida ("Collateral Assignment").

69. Pursuant to Paragraph 5 of the Terms of the Collateral Assignment, "if (i) MAMC, or any entity related to, or owned, controlled, managed or operated by said company "an "Affiliate"), becomes the owner of Condominium Units #202, 203, 205 and 303 in Building #1 and Units #202, 203, 303 and 404 in Building #2, of The Preserve at Windward, A condominium according to the Declaration of Condominium therefore filed in Official Records Book 2610 at Page 2109 of the Public Records of Charlotte County, Florida, (the "Condominiums"); and (ii) MAMC becomes the owner of the vacant lands encumbered by the Berman Mortgage ("the "Lands"); as a result of a bankruptcy sale held in Case No. 9:05-BK-28399-ALP (the "Bankruptcy Case"), then this instrument shall be automatically converted to a mortgage (the "Mortgage") encumbering and shall attach to said Condominiums immediately upon recording of the deed in favor of MAMC." (Emphasis added.) A copy of the Mortgage is attached hereto as Exhibit "C."

70. Pursuant to Paragraph 5 of the Mortgage, further terms of the Mortgage are set forth in the Orion Mortgage which was incorporated by reference. A copy of the Orion Mortgage is attached hereto as Exhibit "D."

71. As a result of the recording of the Trustee's Deed, the Collateral Assignment became a Mortgage on the real property, mortgaging Parcel One-Vacant Land more fully described on the attached Exhibit "E," then owned by and in possession of MAMC.

72. The property is now owned by MAMC who holds possession.

73. GOODMAN, TRUSTEE owns and holds the Note and Collateral Assignment/Mortgage.

74. Pursuant to Paragraph 2.2.1 of the Note, the Note matured thirty (30) days after title to the real property was acquired by MAMC. In the alternative, pursuant to Paragraph 2.2.2 of the Note, the Note matured on July 14, 2007.

75. As a result of the recording of the Trustee's Deed on January 2, 2007, the note matured on February 1, 2007 and PERCENTAGE INTEREST BORROWERS and MAMC failed to pay the Note when due, even after demand.

76. PERCENTAGE INTEREST BORROWERS and MAMC have defaulted under the Note and Collateral Assignment/Mortgage as a result of their failure to pay the Note upon its maturity.

77. PERCENTAGE INTEREST BORROWERS and MAMC owe GOODMAN, TRUSTEE \$2,375,000 that is due with interest since February 1, 2007, on the Note.

78. SECOND MORTGAGE INTEREST HOLDERS may claim an interest in Parcel One-Vacant Land by virtue of a Second Mortgage and Security Agreement recorded in O.R. Book 3091, at Page 1945 of the Public Records of Charlotte County, Florida, and by virtue of a Assignment of Leases and Rentals recorded in O.R. Book 3901, at Page 1955 of the Public Records of Collier County, Florida but that interest, if any is inferior to the lien of GOODMAN, TRUSTEE's Mortgage.

79. ASSIGNMENT INTEREST HOLDERS may claim an interest in Parcel One-Vacant Land by virtue of an Assignment of Undivided Percentage Interest in and to Promissory Note, Second Mortgage, and Related Loan Documents recorded in O.R. Book 3122, at Page 1484 of the Public Records of Charlotte County, Florida, but that interest, if any is inferior to the lien of GOODMAN, TRUSTEE's Mortgage.

80. Isimeria Holdings, Ltd. as to an undivided 20.5% interest may claim an interest in Parcel One-Vacant Land by virtue of an Assignment of Undivided Interest in Promissory Note, Mortgage, and Other Loan Documents recorded in O.R. Book 3145, at Page 859 of the Public Records of Charlotte County, Florida, but that interest, if any is inferior to the lien of GOODMAN, TRUSTEE's Mortgage.

81. GOODMAN, TRUSTEE has retained the law firm of Coleman, Hazzard and Taylor, P.A. to represent him in this matter, and is obligated to pay his attorneys a reasonable fee for their services.

82. Pursuant to Paragraph 3(e) of the Orion Bank Mortgage, GOODMAN, TRUSTEE is entitled to recover attorney's fees and costs from PERCENTAGE INTEREST BORROWERS and MAMC.

83. Pursuant to Paragraph 9 of the Note, PERCENTAGE INTEREST BORROWERS and MAMC are liable for all attorneys' fees, paralegals' fees, legal assistants' fees, costs, and expenses incurred by GOODMAN, TRUSTEE for the collection and/or enforcement of the Note.

WHEREFORE, GOODMAN, TRUSTEE demands the following:

- a) an accounting of the sums due GOODMAN, TRUSTEE under the Note and Mortgage including prejudgment interest and for abstracting, taxes, insurance, expenses and costs, including attorney's fees that GOODMAN, TRUSTEE is entitled to recover in this cause;
- b) a judgment in the amount set forth in the accounting providing, in addition to interest, court costs, and attorneys' fees and that, if the sum is not paid in the time set by this Court, the property be sold to satisfy GOODMAN, TRUSTEE'S claim, and if the proceeds from the sale are insufficient to pay GOODMAN, TRUSTEE'S claim, that a deficiency judgment be entered against the PERCENTAGE INTEREST BORROWERS, MAMC, and/or M.A.M.C. Incorporated, and
- c) that the PERCENTAGE INTEREST BORROWERS, MAMC, and/or M.A.M.C. Incorporated, their successors and/or assigns and all persons claiming under or against Percentage Interest Borrowers, MAMC, and/or M.A.M.C. Incorporated since the filing of the Notice of Lis Pendens, be foreclosed.

COUNT IV
FORECLOSURE AS TO PARCEL TWO-VACANT LAND

GOODMAN AS TRUSTEE sues PERCENTAGE INTEREST BORROWERS, MAMC, M.A.M.C. Incorporated, SECOND MORTGAGE INTEREST HOLDERS, ASSIGNMENT INTEREST HOLDERS, and Isimeria Holdings, Ltd. to foreclose a mortgage on real property and alleges:

84. GOODMAN TRUSTEE realleges all allegations contained in Paragraphs 1-4, 6-9, and 19-22.
85. This is an action to foreclose a mortgage on real property in Charlotte County, Florida.

86. The notice required by the Fair Debt Collection Practices Act, (the Act), 15 U.S.C. Section 1601 as amended, is attached hereto as Exhibit "B."

87. On September 12, 2006, M.A.M.C. Incorporated as servicing agent and attorney in fact for the PERCENTAGE INTEREST BORROWERS and MAMC executed a Collateral Assignment securing payment of the Note. The Collateral Assignment was recorded on November 13, 2006 in O.R. Book 3066, at Page 1791, of the Public Records of Charlotte County, Florida ("Collateral Assignment").

88. Pursuant to Paragraph 5 of the Terms of the Collateral Assignment, "if (i) MAMC, or any entity related to, or owned, controlled, managed or operated by said company "an "Affiliate"), becomes the owner of Condominium Units #202, 203, 205 and 303 in Building #1 and Units #202, 203, 303 and 404 in Building #2, of The Preserve at Windward, A condominium according to the Declaration of Condominium therefore filed in Official Records Book 2610 at Page 2109 of the Public Records of Charlotte County, Florida, (the "Condominiums"); and (ii) MAMC becomes the owner of the vacant lands encumbered by the Berman Mortgage ("the "Lands"); as a result of a bankruptcy sale held in Case No. 9:05-BK-28399-ALP (the "Bankruptcy Case"), then this instrument shall be automatically converted to a mortgage (the "Mortgage") encumbering and shall attach to said Condominiums immediately upon recording of the deed in favor of MAMC." (Emphasis added.) A copy of the Mortgage is attached hereto as Exhibit "C."

89. Pursuant to Paragraph 5 of the Mortgage, further terms of the Mortgage are set forth in the Orion Mortgage which was incorporated by reference. A copy of the Orion Mortgage is attached hereto as Exhibit "D."

90. As a result of the recording of the Trustee's Deed, the Collateral Assignment became a Mortgage on the real property, mortgaging Parcel Two-Vacant Land more fully described on the attached Exhibit "E," then owned by and in possession of MAMC.

91. The property is now owned by MAMC who holds possession.

92. GOODMAN, TRUSTEE owns and holds the Note and Collateral Assignment/Mortgage.

93. Pursuant to Paragraph 2.2.1 of the Note, the Note matured thirty (30) days after title to the real property was acquired by MAMC. In the alternative, pursuant to Paragraph 2.2.2 of the Note, the Note matured on July 14, 2007.

94. As a result of the recording of the Trustee's Deed on January 2, 2007, the note matured on February 1, 2007 and PERCENTAGE INTEREST BORROWERS and MAMC failed to pay the Note when due, even after demand.

95. PERCENTAGE INTEREST BORROWERS and MAMC have defaulted under the Note and Collateral Assignment/Mortgage as a result of their failure to pay the Note upon its maturity.

96. PERCENTAGE INTEREST BORROWERS and MAMC owe GOODMAN, TRUSTEE \$2,375,000 that is due with interest since February 1, 2007, on the Note.

97. SECOND MORTGAGE INTEREST HOLDERS may claim an interest in Parcel Two-Vacant Land by virtue of a Second Mortgage and Security Agreement recorded in O.R. Book 3091, at Page 1945 of the Public Records of Charlotte County, Florida, and by virtue of a Assignment of Leases and Rentals recorded in O.R. Book 3901, at Page 1955 of the Public Records

of Collier County, Florida but that interest, if any is inferior to the lien of GOODMAN, TRUSTEE's Mortgage.

98. ASSIGNMENT INTEREST HOLDERS may claim an interest in Parcel Two-Vacant Land by virtue of an Assignment of Undivided Percentage Interest in and to Promissory Note, Second Mortgage, and Related Loan Documents recorded in O.R. Book 3122, at Page 1484 of the Public Records of Charlotte County, Florida, but that interest, if any is inferior to the lien of GOODMAN, TRUSTEE's Mortgage.

99. Isimeria Holdings, Ltd. as to an undivided 20.5% interest may claim an interest in Parcel Two-Vacant Land by virtue of an Assignment of Undivided Interest in Promissory Note, Mortgage, and Other Loan Documents recorded in O.R. Book 3145, at Page 859 of the Public Records of Charlotte County, Florida, but that interest, if any is inferior to the lien of GOODMAN, TRUSTEE's Mortgage.

100. GOODMAN, TRUSTEE has retained the law firm of Coleman, Hazzard and Taylor, P.A. to represent him in this matter, and is obligated to pay his attorneys a reasonable fee for their services.

101. Pursuant to Paragraph 3(e) of the Orion Bank Mortgage, GOODMAN, TRUSTEE is entitled to recover attorney's fees and costs from PERCENTAGE INTEREST BORROWERS and MAMC.

102. Pursuant to Paragraph 9 of the Note, PERCENTAGE INTEREST BORROWERS and MAMC are liable for all attorneys' fees, paralegals' fees, legal assistants' fees, costs, and expenses incurred by GOODMAN, TRUSTEE for the collection and/or enforcement of the Note.

WHEREFORE, GOODMAN, TRUSTEE demands the following:

a) an accounting of the sums due GOODMAN, TRUSTEE under the Note and Mortgage including prejudgment interest and for abstracting, taxes, insurance, expenses and costs, including attorney's fees that GOODMAN, TRUSTEE is entitled to recover in this cause;

b) a judgment in the amount set forth in the accounting providing, in addition to interest, court costs, and attorneys' fees and that, if the sum is not paid in the time set by this Court, the property be sold to satisfy GOODMAN, TRUSTEE'S claim, and if the proceeds from the sale are insufficient to pay GOODMAN, TRUSTEE'S claim, that a deficiency judgment be entered against the PERCENTAGE INTEREST BORROWERS, MAMC, and/or M.A.M.C. Incorporated, and

c) that the PERCENTAGE INTEREST BORROWERS, MAMC, and/or M.A.M.C. Incorporated, their successors and/or assigns and all persons claiming under or against Percentage Interest Borrowers, MAMC, and/or M.A.M.C. Incorporated since the filing of the Notice of Lis Pendens, be foreclosed.

COLEMAN, HAZZARD & TAYLOR, P.A.

By: 

J. Michael Coleman, Esq.

Florida Bar No. 606618

Attorneys for Plaintiff

2640 Golden Gate Parkway

Suite 304

Naples, FL 34105

(239) 298-5200

(239) 298-5236 telefax

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Payment of this instrument is secured by a Collateral Assignment of Notes and Mortgages of even date herewith with respect to property located in Charlotte County, Florida (respectively, the "Underlying Notes" and the "Underlying Mortgages"). Florida documentary stamp tax due on the Underlying Notes and Florida intangible tax due on the Underlying Mortgages was paid at the time of recording the Underlying Mortgages in the Public Records of Charlotte County, Florida. Florida documentary stamps in the amount of \$2,450.00 are due and payable in connection with the execution and delivery of this Promissory Note.

PROMISSORY NOTE
(Fixed Rate Loan)

\$2,375,000.00

Effective Date: July 14, 2006
Naples, Florida

FOR VALUE RECEIVED, Sidney Oliver Custody Account, as to an undivided 1.273% interest; Keith Lawrence Novak, as to an undivided 0.714% interest; Mildred Gidney, as Trustee for, The Mildred Gidney Revocable Trust, as to an undivided 0.571% interest; Kenneth Halperin, as to an undivided 0.257% interest; Albert J. Kaplan Irrevocable Trust, Leah Kaplan, Trustee, as to an undivided 0.114% interest; Marvin Kaplan and/or Catherine Ellison, as to an undivided 1.071% interest; Robert Revitz Trust, as to an undivided 7.143% interest; David Russin, as to an undivided 0.714% interest; Judith Trontz, as to an undivided 0.286% interest; Solomon Yurman, as to an undivided 0.357% interest; Fred Wheeler, as to an undivided 0.857% interest; Camelot Holdings, L.P., as to an undivided 1% interest; Harold J. Brooks Defined Benefit Pension Plan, as to an undivided 0.357% interest; Karen S. Ellenby Revocable Trust, as to an undivided 0.143% interest; Richard Gold, as to an undivided 1% interest; Esta Solomon, as to an undivided 0.571% interest; Bonnie Brooks and Ilene Tessler M.P. Pension Plan, as to an undivided 0.286% interest; Bette Weinstein Kaplan, as to an undivided 0.071% interest; Albert V. Harrison, Jr. & Elizabeth G. Harrison, as to an undivided 1.071% interest; Iris Raderman Trust, as to an undivided 0.429% interest; Helen A. Lin, as to an undivided 0.414% interest; Carolyn F. Luck Revocable Trust, as to an undivided 0.571% interest; Marilyn Burns, Trustee for, the Marilyn Burns Revocable Trust, as to an undivided 0.357% interest; Robert A. & Jacqueline K. Herchek, as to an undivided 0.429% interest; Harry L. & Lois S. Kirk, as to an undivided 0.357% interest; Jeanne C. Latour, as to an undivided 0.143% interest; Stuart Sheldon, as to an undivided 0.071% interest; Denise Gold, as to an undivided 0.286% interest; Alejandro Hugo Tacsir, as to an undivided 0.143% interest; Steven C. Cronig, as to an undivided 0.714% interest; LMJ Family Investments, L.L.C., as to an undivided 0.714% interest; Jeffrey H. Gordon, Trustee, for the Jeffrey H. Gordon Revocable Trust, as to an undivided 3.571% interest; Norman & Bonnie Brooks, as to an undivided 0.214% interest; Eric Schwartz, as to an undivided 1.429% interest; Sonia Levy, as to an undivided 0.571% interest; Alice Wilton, as to an undivided 0.571% interest; Estate of Charles Beckham Kniskern Jr., as to an undivided 0.714% interest; Forrest R. And Geraldine P. Nichols, Jr., as to an undivided 0.357% interest; Harry A. and Gail Blyden, as to an undivided 0.143% interest; Jorge Ernesto Zarini, as to an undivided 0.214% interest; Michael Block, as to an undivided 0.214% interest; Jack or Marsha Kotkin, as to an undivided 0.714% interest; Arnold Slotkin, as to an undivided 0.357% interest; Gail Atterman, as to an undivided 0.357% interest; Charles R. Gremler Trust, as to an undivided 1.786% interest; Charles J. Kane Profit Sharing Plan, as to an undivided 0.714% interest; Pamela Morgan, as to an undivided 0.714% interest; Harley N. Kane and Marcia E. Kane, as to an undivided 0.286% interest; Franklin E. Ward and/or Christina Ward, as to an undivided 0.429% interest; James Reiss, as to an undivided 0.071% interest; Fetter Family LTD Partnership, as to an undivided 1.071% interest; Fagenholz Family LTD Partnership, as to an undivided 1.429% interest; Albert and Beth Friedman, as to an undivided 0.571% interest; Jillian Galitzer, as to an undivided 0.357% interest; Robert Markowitz, as to an undivided 0.143% interest; Steven Lesser, as to an undivided 0.357% interest; Marilyn Himmel, as to an undivided 0.286% interest; Scott Flower, as to an undivided 0.214%

interest; Arin B. Maercks, as to an undivided 0.357% interest; Donald & Alina Davis, as to an undivided 0.357% interest; Shirlee Thaler, as to an undivided 1.429% interest; Ellen Prager, as to an undivided 0.071% interest; Marjorie Leshaw Trust, as to an undivided 0.143% interest; Sharon Marcus, as to an undivided 0.714% interest; John Gonzalez, as to an undivided 0.143% interest; Albert Friedman as custodian FBO Lauren A. Friedman UTMA/F, as to an undivided 0.057% interest; Albert Friedman as custodian FBO Ethan G. Friedman UTMA/F, as to an undivided 0.057% interest; Payande, LLC, as to an undivided 0.114% interest; Steven Blaha, as to an undivided 0.071% interest; Andrew Zaron, as to an undivided 0.286% interest; Richard P. Higer and Bernice S. Higer, as to an undivided 0.143% interest; Donna Riven Gordon Irrevocable Trust, as to an undivided 0.429% interest; Lesage Inc., as to an undivided 0.143% interest; Edward Leshaw, as to an undivided 0.143% interest; John Alderman, as to an undivided 0.357% interest; Joan Gitelis, as to an undivided 1.000% interest; Rachel Friedman, as to an undivided 0.286% interest; Douglas Winfield Clanton, as to an undivided 1.071% interest; Thomas Richard Hanson, as to an undivided 0.429% interest; Guillaume Friedman, as to an undivided 0.286% interest; Curtis A. James III, as to an undivided 1.429% interest; Ronald Daniel & Sheldon Stivelman, JTWROS, as to an undivided 0.214% interest; Diana Wain Menzer, as to an undivided 0.429% interest; Mary Anne Lostumbo Richter, as to an undivided 0.571% interest; Maurice Goldstein, as to an undivided 0.571% interest; Robert Perless Revocable Trust, as to an undivided 0.214% interest; Avi Steiner, as to an undivided 0.143% interest; Rhoda Sternberg POD Betsy E. Sternberg, as to an undivided 0.143% interest; Gregg O. Hanson TOD Jessica M. Hanson, as to an undivided 0.286% interest; William E. Pitts, as to an undivided 0.143% interest; Kathleen A. Stirling, as to an undivided 0.143% interest; Karen Myers, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Forrest Rhea Nichols IRA, as to an undivided 1.786% interest; Coconut Grove Bank, as Custodian of the Charles R. Gremler IRA, as to an undivided 1% interest; Coconut Grove Bank, as Custodian of the Larry Radammer S/D Rollover IRA, as to an undivided 0.914% interest; Coconut Grove Bank, as Custodian of the Douglas Kniskern IRA, as to an undivided 0.429% interest; Coconut Grove Bank, as Custodian of the Januel E. Douglas IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the Arthur Feinberg Rollover IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Victor Blaha IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Judith Trontz IRA, as to an undivided 0.214% interest; Coconut Grove Bank, as Custodian of the Gary Farnsworth IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Barry Kendall IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Don Davis IRA, as to an undivided 2.029% interest; Coconut Grove Bank, as Custodian of the James J. Hourin IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Patricia Hourin IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the John Morgan Self Direct Rollover IRA, as to an undivided 1.429% interest; Coconut Grove Bank, as Custodian of the Paul Adlington IRA, as to an undivided 4.286% interest; Coconut Grove Bank, as Custodian of the Peter M. Holahan IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Gail Lane Corenblum Rollover IRA, as to an undivided 1.786% interest; Coconut Grove Bank, as Custodian of the Stuart Corenblum IRA, as to an undivided 0.043% interest; Coconut Grove Bank, as Custodian of the Charles Parlagreco IRA, as to an undivided 3.286% interest; Coconut Grove Bank, as Custodian of the Lawrence Eric Meyer, Jr. Self Directed Rollover IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Judith Parker Self Directed Rollover IRA, as to an undivided 0.429% interest; Coconut Grove Bank, as Custodian of the Dale Content IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the Henry Coppola IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Delsie Lipton IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Daniel Perkins S/D Rollover IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the John Alderman IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Richard Jacobs IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the David Thompson IRA, as to an undivided 1.286%

interest; Coconut Grove Bank, as Custodian of the Robert R. Allen IRA, as to an undivided 2.857% interest; Coconut Grove Bank, as Custodian of the Peter J. Fallon Jr. IRA, as to an undivided 0.857% interest; Coconut Grove Bank, as Custodian of the Curtis Henry Briggs IRA, as to an undivided 3.357% interest; Coconut Grove Bank, as Custodian of the James Miller IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Robert Bourne IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Gregg Hanson IRA, as to an undivided 1.429% interest; Coconut Grove Bank, as Custodian of the Deborah Weinstein IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the Ganru Ge IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Wanhe Ge IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Marty J. Cavato IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the David Kossman IRA, as to an undivided 2.857% interest; Coconut Grove Bank, as Custodian of the Douglas Clanton IRA, as to an undivided 0.643% interest; Coconut Grove Bank, as Custodian of the Gerard Seagriff R/O IRA, as to an undivided 0.214% interest; Coconut Grove Bank, as Custodian of the Edward Kasold IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Fred M. Fagenholz ROTH IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Robert I. Fagenholz IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Sidney Oliver, as to an undivided 1% interest; Coconut Grove Bank, as Custodian of the Gerald R. Collins, as to an undivided 2.429% interest; Coconut Grove Bank as Custodian of the Dale Content IRA, as to an undivided 0.071% Gibraltar Bank, as Trustee of the Stephen Zaron, M.D. Rollover IRA, as to an undivided 0.357% interest; Gibraltar Bank, as Trustee of the Ira Hershman IRA, as to an undivided 0.714% interest; Neuberger Berman Trust Co., Trustee FBO Edward Leshaw IRA, as to an undivided 0.143% interest; AS TO EACH OF THE FOREGOING INSTITUTIONAL TRUSTEES, their successors and/or assigns as their interests may appear with full power vested in the applicable Trustee and its successors to deal in or with the Note and the Mortgage, or any interest therein or any part thereof, including the powers to protect, conserve, sell, lease, satisfy or otherwise to manage and dispose of the Note and Mortgage or any part thereof in accordance with and pursuant to Florida Statutes §689.071 by and through the Assignee's servicing agent and attorney in fact, M.A.M.C. Incorporated, a Florida corporation, whose address is: 501 Continental Plaza, 3250 Mary Street, Coconut Grove, FL 33133, **TOGETHER WITH M.A.M.C. Phase I, LLC.**, a Florida limited liability company, whose address is: 501 Continental Plaza, 3250 Mary Street, Coconut Grove, FL 33133 and **DB Windward, LLC.**, a Florida limited liability company whose address is: 501 Continental Plaza, 3250 Mary Street, Coconut Grove, FL 33133 (collectively sometimes hereinafter referred to as the "undersigned" or the "Borrower"), promises to pay to the order of **KENNETH D. GOODMAN, AS TRUSTEE**, or any subsequent holder of this note ("Lender") at its office located at 3838 Tamiami Trail North, Suite 300, Naples, FL 34103 (or at such other place or places as Lender may designate) the principal sum of **TWO MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$2,375,000.00)**, all in accordance with the terms and conditions of this Promissory Note (the "Note"). This Note is secured by a Collateral Assignment of Notes and Mortgages dated of even date filed or to be filed -for record in the public records of Charlotte County, Florida (the "Collateral Assignment"); and any other agreements by and between Borrower and Lender. The Collateral Assignment and such other agreements are hereinafter referred to collectively as the "Security Documents" and the loan evidenced thereby is hereinafter referred to as the "Loan". Terms used herein but not otherwise defined hereunder are defined as set forth in the Security Documents. All of the terms, definitions, conditions and covenants of the Security Documents are expressly made a part of this Note by reference in the same manner and with the same effect as if set forth herein at length, and any holder of this Note is entitled to the benefits of and remedies provided in the Security Documents. Subject to the terms and conditions of this Note and the Security Documents, Lender shall advance funds to Borrower pursuant to the terms as follows.

1. **Interest.** The outstanding Loan principal balance shall bear interest at the fixed rate of TWELVE PERCENT (12.0%) per annum.

2. **Payment of Interest and Principal/Maturity Date.**

2.1 **Interest Payments:** Throughout the entire term of the Loan, accrued interest shall be calculated on the Loan balance outstanding from time to time during the month and payments thereof shall be due and payable monthly commencing on August 14, 2006 and continuing on the same date of each and every month thereafter during the term of this instrument.

2.2 **Maturity Date:** This instrument shall be due and payable in full on the earlier to occur of the following events (the "Maturity Date"):

2.2.1 **THIRTY (30) DAYS:** (i) after title to Condominium Units #202, 203, 205 and 303 in Building #1 and Units #202, 203, 303 and 404 in Building #2, of The Preserve at Windward, A condominium according to the Declaration of Condominium thereof filed in Official Records Book 2610 at Page 2109 of the Public Records of Charlotte County, Florida, is acquired by M.A.M.C. Phase I, LLC., a Florida limited liability company (the "Condominiums"); and (ii) after title to the following property (the "Land") is acquired by M.A.M.C. Windward, LLC., a Florida limited liability company; into which limited liability companies Makers' interests will be assigned prior to such conveyances.

LEGAL DESCRIPTION PARCEL ONE

A PORTION OF TRACT "D", CAPE HAZE, WINDWARD SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGES 59A - 59O, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT "D"; THENCE NORTH 02° 17' 39" WEST ALONG THE EAST LINE OF SAID TRACT "D", A DISTANCE OF 868.27 FEET TO THE NORTHEAST CORNER OF SAID TRACT "D", SOUTH 89° 36' 15" WEST, ALONG THE NORTH LINE OF SAID TRACT "D", A DISTANCE OF 273.70 FEET; THENCE SOUTH 00° 23' 45" EAST, A DISTANCE OF 214.29 FEET; THENCE SOUTH 60° 16' 22" WEST, A DISTANCE OF 27.79 FEET; THENCE SOUTH 01° 28' 22" WEST, A DISTANCE 71.63 FEET; THENCE SOUTH 76° 51' 15" EAST, A DISTANCE OF 37.42 FEET; THENCE SOUTH 76° 51' 15" EAST, A DISTANCE OF 37.42 FEET; THENCE SOUTH 00° 50' 57" WEST, A DISTANCE OF 68.56 FEET; THENCE SOUTH 29° 05' 08" EAST, A DISTANCE OF 92.27 FEET; THENCE SOUTH 01° 46' 25" WEST, A DISTANCE OF 121.35 FEET; THENCE SOUTH 52° 59' 15" WEST, A DISTANCE OF 49.76 FEET; THENCE SOUTH 13° 31' 42" EAST, A DISTANCE OF 117.79 FEET; THENCE SOUTH 71° 50' 46" EAST, A DISTANCE OF 56.53 FEET; THENCE SOUTH 06° 56' 03" WEST, A DISTANCE OF 98.08 FEET; THENCE SOUTH 83° 3' 57" EAST ALONG THE NORTH RIGHT-OF-WAY OF EASTWIND DRIVE, A DISTANCE OF 228.39 FEET TO THE POINT OF BEGINNING. CONTAINING 5.16 AC. ±

LEGAL DESCRIPTION PARCEL TWO

A PORTION OF TRACT "D", CAPE HAZE WINDWARD SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGES 59A-59O, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA. BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "D"; THENCE NORTH 02° 17' 39" WEST, ALONG THE EAST LINE OF SAID TRACT "D"; A DISTANCE OF 868.27 FEET TO THE NORTHEAST CORNER OF SAID TRACT "D"; THENCE SOUTH 89° 36' 15" WEST ALONG THE NORTH LINE OF SAID TRACT "D", A DISTANCE OF 273.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89° 36' 15" WEST, A DISTANCE OF 68.67 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF ARLINGTON DRIVE (80' R/W) AND THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY HAVING AS ELEMENTS, A RADIUS OF 107.78 FEET, A CENTRAL ANGLE OF 77° 53' 59", A CHORD BEARING OF SOUTH 23° 33' 06" WEST, AND A CHORD LENGTH OF 135.51 FEET; THENCE ALONG ARC OF SAID CURVE AND SAID RIGHT-OF-WAY, A DISTANCE OF 146.54 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 62° 29' 59" WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 279.62 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING AS ELEMENTS A RADIUS OF 2310.00 FEET, A CENTRAL ANGLE OF 01° 44' 30", A CHORD BEARING OF SOUTH 63° 22' 14" WEST, AND A CHORD LENGTH OF 70.22 FEET; THENCE ALONG ARC OF CURVE AND SAID RIGHT-OF-WAY, A DISTANCE OF 70.22 FEET; THENCE SOUTH 27° 41' 20" EAST LEAVING SAID RIGHT-OF-WAY, A DISTANCE OF 158.58 FEET; THENCE NORTH 59° 54' 18" EAST, A DISTANCE OF 45.28 FEET; THENCE SOUTH 31° 23' 27" EAST, A DISTANCE OF 44.93 FEET; THENCE NORTH 59° 12' 54" EAST, A DISTANCE OF 168.28 FEET; THENCE NORTH 66° 35' 21", A DISTANCE OF 139.72 FEET; THENCE NORTH 01° 28' 22" EAST, A DISTANCE OF 71.63 FEET; THENCE NORTH 60° 16' 22" EAST, A DISTANCE OF 29.79 FEET; THENCE NORTH 00° 23' 45" WEST, A DISTANCE OF 214.29 FEET TO THE POINT OF BEGINNING. CONTAINING 2.03 AC. ±

2.2.2 July 14, 2007.

The then outstanding principal balance plus all accrued but unpaid interest shall be due and payable on the Maturity Date.

2.3 **Principal Reduction Payments.** Borrower shall pay to Lender a release price in connection with the sale each of the Condominiums in the sum of Two Hundred Ninety-six Thousand, Eight Hundred Seventy-five Dollars (\$296,875.00; the "Release Price") which payments shall be applied toward payment of the Loan in the manner specified for prepayments hereunder.

3. **Prepayment.** This Note may be pre-paid in whole or in part without premium or penalty. Any partial pre-payment shall be applied in manner specified herein and shall not postpone the due date of any subsequent periodic installments or the Maturity Date, or change the amount of such installments due, unless Lender shall otherwise agree in writing.

4. **Late Charges.** Should Borrower fail to pay the installments of interest or principal (if applicable) on the due date provided for herein, then Borrower further promises to pay a late payment charge equal to five percent (5.0%) of the amount of the accrued interest payment then due as liquidated compensation to Lender for the extra expense to Lender to process and administer the late payment, Borrower agreeing, by execution hereof, that any other measure of compensation for a late payment is speculative and impossible to compute. This provision for late charges shall not be deemed to extend the time for payment or be a "grace period" or "cure period" that gives Borrower a right to cure a Default or Default Condition. Imposition of late charges is not contingent upon the giving of any notice or lapse of any cure period provided for in the Mortgage and shall not be deemed a waiver of any right or remedy of Lender, including without limitation, acceleration of this Note.

5. **Default.** Any failure of Borrower to comply with any term, covenant, or condition of this Note, or the Contract, including without limitation, -Borrower's failure to pay principal, interest, or expenses on or before the date the same shall become due, or the existence of any other Default under the Security Documents not otherwise cured within FIFTEEN (15) DAYS, or any default under any other loan owed by Borrower to Lender, shall be deemed, at the option of Lender, a Default under this Note.

6. **Acceleration.** Upon the occurrence of a Default hereunder or under the terms of any one or more of the Security Documents, Lender may declare the then outstanding principal and all accrued but unpaid interest immediately due and payable and upon acceleration and thereafter this Note shall bear interest at the Default Rate, hereinafter defined, until all indebtedness evidenced hereby and secured by the Security Documents has been paid in full. Further, in the event of such acceleration, the Loan, and all other indebtedness of Borrower to Lender arising out of or in connection with the Loan or the Contract shall become immediately due and payable, without presentation, demand, protest or notice of any kind, all of which are hereby waived by Borrower.

7. **Default Rate.** After default or maturity or upon acceleration, and thereafter, the unpaid indebtedness then evidenced by this Note and due under and secured by the Security Documents shall bear interest at a fixed rate equal to the maximum rate then permitted under applicable law.

8. **Application of Payments.** All sums received by Lender for application to the Loan may be applied by Lender to late charges, expenses, costs, interest, principal, and other amounts owing to Lender in connection with the Loan in the order selected by Lender in its sole discretion.

9. **Expenses.** In the event this Note is not paid when due on any stated or accelerated maturity date, or should it be necessary for Lender to enforce any other of its rights under this Note, or the Security Documents, Borrower will pay to Lender, in addition to principal, interest and other charges due hereunder or under the Security Documents, all costs of collection or enforcement, including reasonable attorneys' fees, paralegals' fees, legal assistants' fees, costs and expenses, whether incurred with respect to collection, litigation, bankruptcy proceedings, interpretation, dispute, negotiation, trial, appeal, defense of actions instituted by a third party against Lender arising out of or related to the Loan, enforcement of any judgment

based on this Note, or otherwise, whether or not a suit to collect such amounts or to enforce such rights is brought or, if brought, is prosecuted to judgment.

10. **Waiver.** All persons now or at any time liable for payment of this Note, whether directly or indirectly, including without limitation any guarantor, hereby waive presentment, protest, notice of protest and dishonor. The undersigned expressly consents to any extensions and renewals, in whole or in part, to the release of any or all guarantors or co-makers and any collateral security or portions thereof, given to secure this Note, and all delays in time of payment or other performance which Lender may grant, in its sole discretion, at any time and from time to time without limitation all without any notice or further consent of Borrower, and any such grant by Lender shall not be deemed a waiver of any subsequent delay or any of Lender's rights hereunder or under the Loan Agreement or the Security Documents.

11. **Usury.** In no event shall this or any other provision herein or in the Security Documents, permit the collection of any interest which would be usurious under the laws of the State of Florida. If any such interest in excess of the maximum rate allowable under applicable law has been collected, Borrower agrees that the amount of interest collected above the maximum rate permitted by applicable law, together with interest thereon at the rate required by applicable law, shall be refunded to Borrower, and Borrower agrees to accept such refund, or, at Borrower's option, such refund shall be applied as a principal payment hereunder.

12. **Modification.** This Note may not be changed orally, but only by an agreement in writing signed by the Lender and Borrower.

13. **Applicable Law.** This Note shall be governed by and construed in accordance with the laws of the State of Florida.

14. **Notices.** All notices or other communications required or permitted to be given pursuant to the provisions of this Note shall be given in accordance with the notice provisions of the Mortgage.

15. **Successors and Assigns.** As used herein, the terms "-Borrower" and "Lender" shall be deemed to include their respective heirs, personal representatives, successors and assigns.

16. **Severability.** In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal, or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operates or would prospectively operate to invalidate this Note, then and in any of those events, only such provision or provisions shall be deemed null and void and shall not affect any other provision of this Note. The remaining provisions of this Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby. In the event any provisions of this Note are inconsistent with the provisions of the Security Documents, or any other agreements or documents executed in connection with this Note, this Note shall control.

17. **Captions; Pronouns.** Captions are for reference only and in no way limit the terms of this Note. The pronouns used in this instrument shall be construed as masculine, feminine, or neuter as the occasion may require. Use of the singular includes the plural, and vice versa.

18. **Business Day.** Any reference herein or in the Security Documents to a day or business day shall be deemed to refer to a banking day which shall be a day on which ORION BANK, a Florida banking


corporation, is open for the transaction of business, excluding any national holidays, and any performance which would otherwise be required on a day other than a banking day shall be timely performed in such instance, if performed on the next succeeding banking day. Notwithstanding such timely performance, interest shall continue to accrue hereunder until such payment or performance has been made.

19. **Time.** Time is of the essence of this contract.

20. **WAIVER OF JURY TRIAL.** The parties mutually agree that neither party, nor any assignee, successor, heir, or legal representative of the parties (all of whom are hereinafter referred to as the "Parties") shall seek a jury trial in any lawsuit, proceeding, counterclaim, or any other litigation procedure based upon or arising out of this note or any of the other loan documents, any related agreement or instrument, any other collateral for the debt or the dealings or the relationship between or among the Parties, or any of them. None of the Parties will seek to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial has not been waived. The provisions of this paragraph have been fully negotiated by the Parties with Lender. The waiver contained herein is irrevocable, constitutes a knowing and voluntary waiver, and is subject to no exceptions. Lender has in no way agreed with or represented to Borrower, any guarantor, or any other party that the provisions of this paragraph will not be fully enforced in all instances.


IN WITNESS WHEREOF, the undersigned Borrower has caused this Note to be duly executed and delivered as of the day and year first above written.

M.A.M.C. Incorporated, as servicing agent and attorney in fact for the foregoing named Borrowers

By: 
Mitchell Morgan, Senior VP and CFO

(Corporate Seal)

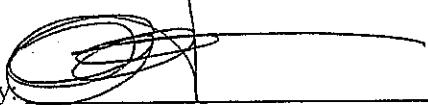
M.A.M.C. Phase I, LLC., a Florida limited liability company, Borrower, by its manager, M.A.M.C. Incorporated, a Florida corporation

By: 
Dana J. Berman, President

(Corporate Seal)

(Signatures continue on page 9)

DB Windward, LLC., a Florida limited liability company,
Borrower, by its manager, DB Windward Manager
Incorporated, a Florida corporation

By: 
Dana J. Berman, President

(Corporate Seal)

(End of Text)

EXHIBIT "B"


NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT

15 U.S.C. Section 1601 as amended

1. This law firm may be deemed a "debt collector" under the Fair Debt Collection Practices Act. Any and all information obtained during the prosecution of this lawsuit may be used for the purpose of collecting a debt.
2. This law firm represents KENNETH GOODMAN, TRUSTEE in connection with this matter.
3. The loan is evidenced by a Collateral Assignment dated September 12, 2006, effective July 14, 2006 executed by M.A.M.C. Incorporated as servicing agent and attorney-in-fact for Assignors (as defined in the Collateral Assignment and M.A.M.C. Windward, LLC and a Promissory Note dated July 14, 2006 executed by M.A.M.C. Incorporated as servicing agent and attorney-in-fact for Borrowers (as defined in the Promissory Note), M.A.M.C. Phase I, LLC, and M.A.M.C. WINDWARD, LLC, a Florida limited liability company. This notice shall serve as formal notice of the existence of a default under said loan documents, as a result of your failure to pay the loan in full upon its maturity. Please be advised, however, that if you previously received a discharge in a bankruptcy involving this loan and did not sign a reaffirmation agreement, then this notice is not an attempt to collect a debt from you personally.
4. As of February 1, 2007 the total amount of the principal of the debt is \$2,375,000. Because of interest, late charges, attorneys' fees, and costs, and other charges that may vary from day to day, this total amount will increase. For example, per diem interest will continue to accrue on the unpaid balance, at the default rate. Therefore, if you desire to pay off the loan, contact the lawyer whose name appears at the end of the attached Complaint, for updated information.
5. Unless you, within thirty (30) days after the receipt of this notice, dispute the validity of the debt or any portions thereof, the debt will be assumed to be valid. If, however, you notify the lawyer whose name appears at the end of the attached Complaint, within thirty (30) days after receipt of this notice that the debt or any portion thereof is disputed, the lender will provide you with verification of the debt, and a copy of the verification will be mailed to you.
6. Upon your written request within the thirty (30) day period, the lawyer whose name appears at the end of the attached Complaint will provide you with the name and address of the original creditor, if different from the current creditor.
7. All written requests should be addressed to J. Michael Coleman, Esquire, Coleman, Hazzard & Taylor, P.A., 2640 Golden Gate Parkway, Suite 304, Naples, FL 34105.

M:\Goodman\Preserve\Pleadings\fair.debt.exhibit.doc

EXHIBIT " B "

Noted

Record and Return to:
Baker Cronig Gassenheim LP.
307 Continental Plaza
3250 Mary Street
Coconut Grove FL 33133

BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY
OR BOOK 3066, PGS 1791-1797 7 pg(s)
INSTR # 1610832
Doc Type ASG, Recorded 11/13/2006 at 02:24 PM
Intangible: \$4750.00 Rec. Fee: \$61.00
Cashiered By: NANCYLA Doc. #:1

WHEN RECORDED MAIL TO:
Steven Carlyle Cronig, Esq.
Baker Cronig Gassenheimer LLP.
307 Continental Plaza
3250 Mary Street
Coconut Grove, Florida 33133

This Instrument prepared By:
Kenneth R. Johnson, Esq.
Goodlette Coleman & Johnson, P.A.
4001 Tamiami Trail North, Suite 300
Naples, FL 34103

Note to Clerk of Court: This instrument collaterally assigns the instruments listed herein as security for payment of the Goodman Note referred to herein. Florida Intangible Tax in the amount of \$4,750.00 is due and payable in connection with the execution and delivery of Goodman Note secured by this Collateral Assignment. No Documentary Stamp Tax is due and payable in connection with the recording of this instrument.

COLLATERAL ASSIGNMENT

This Collateral Assignment is made as of the 12th day of September, 2006, effective as of July 14, 2006. The parties to this Assignment are: Sidney Oliver Custody Account, as to an undivided 1.273% interest; Keith Lawrence Novak, as to an undivided 0.714% interest; Mildred Gidney, as Trustee for, The Mildred Gidney Revocable Trust, as to an undivided 0.571% interest; Kenneth Halperin, as to an undivided 0.257% interest; Albert J. Kaplan Irrevocable Trust, Leah Kaplan, Trustee, as to an undivided 0.114% interest; Marvin Kaplan and/or Catherine Ellison, as to an undivided 1.071% interest; Robert Revitz Trust, as to an undivided 7.143% interest; David Russin, as to an undivided 0.714% interest; Judith Trontz, as to an undivided 0.286% interest; Solomon Yurman, as to an undivided 0.357% interest; Fred Wheeler, as to an undivided 0.857% interest; Camelot Holdings, L.P., as to an undivided 1% interest; Harold J. Brooks Defined Benefit Pension Plan, as to an undivided 0.357% interest; Karen S. Ellenby Revocable Trust, as to an undivided 0.143% interest; Richard Gold, as to an undivided 1% interest; Esta Solomon, as to an undivided 0.571% interest; Bonnie Brooks and Ilene Tessler M.P. Pension Plan, as to an undivided 0.286% interest; Bette Weinstein Kaplan, as to an undivided 0.071% interest; Albert V. Harrison, Jr. & Elizabeth G. Harrison, as to an undivided 1.071% interest; Iris Raderman Trust, as to an undivided 0.429% interest; Helen A. Lin, as to an undivided 0.414% interest; Carolyn F. Luck Revocable Trust, as to an undivided 0.571% interest; Marilyn Burns, Trustee for, the Marilyn Burns Revocable Trust, as to an undivided 0.357% interest; Robert A. & Jacqueline K. Herchek, as to an undivided 0.429% interest; Harry L. & Lois S. Kirk, as to an undivided 0.357% interest; Jeanne C. Latour, as to an undivided 0.143% interest; Stuart Sheldon, as to an undivided 0.071% interest; interest; Denise Gold, as to an undivided 0.286% interest; Alejandro Hugo Tacsir, as to an undivided 0.143% interest; Steven C. Cronig, as to an undivided 0.714% interest; LMJ Family Investments, L.L.C., as to an undivided 0.714% interest; Jeffrey H. Gordon, Trustee, for the Jeffrey H. Gordon Revocable Trust, as to an undivided 3.571% interest; Norman & Bonnie Brooks, as to an undivided 0.214% interest; Eric Schwartz, as to an undivided 1.429% interest; Sonia Levy, as to an undivided 0.571% interest; Alice Wilton, as to an undivided 0.571% interest; Estate of Charles Beckham Kniskern Jr., as to an undivided 0.714% interest; Forrest R. And Geraldine P. Nichols, Jr., as to an undivided 0.357% interest; Harry A. and Gail Blyden, as to an undivided 0.143% interest; Jorge Ernesto Zarini, as to an undivided 0.214% interest; Michael Block, as to an undivided 0.214% interest; Jack or Marsha Kotkin, as to an undivided 0.714% interest; Arnold Slotkin, as to an undivided 0.357% interest; Gail Atterman, as to an undivided 0.357% interest; Charles R. Gremler Trust, as to an undivided 1.786% interest; Charles J. Kane Profit Sharing Plan, as to an undivided 0.714% interest; Pamela Morgan, as to an undivided 0.714% interest; Harley N. Kane and Marcia E. Kane, as to an undivided 0.286% interest; Franklin E. Ward and/or Christina Ward, as to an undivided 0.429% interest; James Reiss, as to an undivided 0.071% interest; Feuer Family LTD Partnership, as to an undivided 1.071% interest; Fagenholz Family LTD Partnership, as to an undivided 1.429% interest; Albert and Beth Friedman, as to an undivided 0.571% interest; Jillian Galitzer, as to an undivided 0.357% interest; Robert Markowitz, as to an undivided 0.143% interest; Steven Lesser, as to an undivided

0.357% interest; Marilyn Himmel, as to an undivided 0.286% interest; Scott Flower, as to an undivided 0.214% interest; Arin B. Maercks, as to an undivided 0.357% interest; Donald & Alina Davis, as to an undivided 0.357% interest; Shirlee Thaler, as to an undivided 1.429% interest; Ellen Prager, as to an undivided 0.071% interest; Marjorie Leshaw Trust, as to an undivided 0.143% interest; Sharon Marcus, as to an undivided 0.714% interest; John Gonzalez, as to an undivided 0.143% interest; Albert Friedman as custodian FBO Lauren A. Friedman UTMA/F, as to an undivided 0.057% interest; Albert Friedman as custodian FBO Ethan G. Friedman UTMA/F, as to an undivided 0.057% interest; Payande, LLC, as to an undivided 0.114% interest; Steven Blaha, as to an undivided 0.071% interest; Andrew Zaron, as to an undivided 0.286% interest; Richard P. Higer and Bernice S. Higer, as to an undivided 0.143% interest; Donna Riven Gordon Irrevocable Trust, as to an undivided 0.429% interest; Lesage Inc., as to an undivided 0.143% interest; Edward Leshaw, as to an undivided 0.143% interest; John Alderman, as to an undivided 0.357% interest; Joan Gitelis, as to an undivided 1.000% interest; Rachel Friedman, as to an undivided 0.286% interest; Douglas Winfield Clanton, as to an undivided 1.071% interest; Thomas Richard Hanson, as to an undivided 0.429% interest; Guillaume Friedman, as to an undivided 0.286% interest; Curtis A. James III, as to an undivided 1.429% interest; Ronald Daniel & Sheldon Stivelman, JTWROS, as to an undivided 0.214% interest; Diana Wain Menzer, as to an undivided 0.429% interest; Mary Anne Lostumbo Richter, as to an undivided 0.571% interest; Maurice Goldstein, as to an undivided 0.571% interest; Robert Perlless Revocable Trust, as to an undivided 0.214% interest; Avi Steiner, as to an undivided 0.143% interest; Rhoda Sternberg POD Betsy E. Sternberg, as to an undivided 0.143% interest; Gregg O. Hanson TOD Jessica M. Hanson, as to an undivided 0.286% interest; William E. Pitts, as to an undivided 0.143% interest; Kathleen A. Stirling, as to an undivided 0.143% interest; Karen Myers, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Forrest Rhea Nichols IRA, as to an undivided 1.786% interest; Coconut Grove Bank, as Custodian of the Charles R. Gremier IRA, as to an undivided 1% interest; Coconut Grove Bank, as Custodian of the Larry Radammer S/D Rollover IRA, as to an undivided 0.914% interest; Coconut Grove Bank, as Custodian of the Douglas Kniskern IRA, as to an undivided 0.429% interest; Coconut Grove Bank, as Custodian of the Januel E. Douglas IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the Arthur Feinberg Rollover IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Victor Blaha IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Judith Trontz IRA, as to an undivided 0.214% interest; Coconut Grove Bank, as Custodian of the Gary Farnsworth IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Barry Kendall IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the Don Davis IRA, as to an undivided 2.029% interest; Coconut Grove Bank, as Custodian of the James J. Hourin IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Patricia Hourin IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the John Morgan Self Direct Rollover IRA, as to an undivided 1.429% interest; Coconut Grove Bank, as Custodian of the Paul Adlington IRA, as to an undivided 4.286% interest; Coconut Grove Bank, as Custodian of the Peter M. Holahan IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Gail Lane Corenblum Rollover IRA, as to an undivided 1.786% interest; Coconut Grove Bank, as Custodian of the Stuart Corenblum IRA, as to an undivided 0.043% interest; Coconut Grove Bank, as Custodian of the Charles Parlagreco IRA, as to an undivided 3.286% interest; Coconut Grove Bank, as Custodian of the Lawrence Eric Meyer, Jr. Self Directed Rollover IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Judith Parker Self Directed Rollover IRA, as to an undivided 0.429% interest; Coconut Grove Bank, as Custodian of the Dale Content IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the Henry Coppola IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Delsie Lipton IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Daniel Perkins S/D Rollover IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the John Alderman IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Richard Jacobs IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the David Thompson IRA, as to an undivided 1.286% interest; Coconut Grove Bank, as Custodian of the Robert R. Allen IRA, as to an undivided 2.857% interest; Coconut Grove Bank, as Custodian of the Peter J. Fallon Jr. IRA, as to an undivided 0.857% interest; Coconut Grove Bank, as Custodian of the Curtis Henry Briggs IRA, as to an undivided 3.357% interest; Coconut Grove Bank, as Custodian of the James Miller IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Robert Bourne IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Gregg Hanson IRA, as to an undivided 1.429% interest; Coconut Grove Bank, as Custodian of the Deborah Weinstein IRA, as to an undivided 0.143% interest; Coconut Grove Bank, as Custodian of the Ganru Ge IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Wanhe Ge IRA, as to an undivided 0.286% interest; Coconut Grove Bank, as Custodian of the Marty J. Cavato IRA, as to an undivided 1.071% interest; Coconut Grove Bank, as Custodian of the David Kossman IRA, as to an undivided 2.857% interest; Coconut Grove Bank, as Custodian of the Douglas Clanton IRA, as to an undivided 0.643% interest; Coconut Grove Bank, as Custodian of the Gerard Seagriff

R/O IRA, as to an undivided 0.214% interest; Coconut Grove Bank, as Custodian of the Edward Kasold IRA, as to an undivided 0.714% interest; Coconut Grove Bank, as Custodian of the Fred M. Fagenholz ROTH IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Robert I. Fagenholz IRA, as to an undivided 0.357% interest; Coconut Grove Bank, as Custodian of the Sidney Oliver, as to an undivided 1% interest; Coconut Grove Bank, as Custodian of the Gerald R. Collins, as to an undivided 2.429% interest; Coconut Grove Bank as Custodian of the Dale Content IRA, as to an undivided 0.071% Gibraltar Bank, as Trustee of the Stephen Zaron, M.D. Rollover IRA, as to an undivided 0.357% interest; Gibraltar Bank, as Trustee of the Ira Hershman IRA, as to an undivided 0.714% interest; Neuberger Berman Trust Co., Trustee FBO Edward Leshaw IRA, as to an undivided 0.143% interest; *AS TO EACH OF THE FOREGOING INSTITUTIONAL TRUSTEES*, their successors and/or assigns as their interests may appear with full power vested in the applicable Trustee and its successors to deal in or with the Note and the Mortgage, or any interest therein or any part thereof, including the powers to protect, conserve, sell, lease, satisfy or otherwise to manage and dispose of the Note and Mortgage or any part thereof in accordance with and pursuant to Florida Statutes §689.071 by and through the Assignee's servicing agent and attorney in fact, M.A.M.C. Incorporated, a Florida corporation, whose address is: 501 Continental Plaza, 3250 Mary Street, Coconut Grove, FL 33133 *TOGETHER WITH* M.A.M.C. Windward, LLC., a Florida limited liability company whose address is: 501 Continental Plaza, 3250 Mary Street, Coconut Grove, FL 33133 (collectively sometimes hereinafter referred to as the "Assignor" or the "Borrower") and **KENNETH D. GOODMAN, AS TRUSTEE** (the "Assignee").

BACKGROUND

A. Assignor is currently indebted to Assignee in the principal amount of TWO MILLION THREE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$2,375,000.00) (the "Loan") evidenced by that certain Promissory Note (Fixed Rate Loan) dated of even date herewith in the original principal amount of TWO MILLION THREE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$2,375,000.00) (the "Goodman Note").

B. To induce Assignee to make the Loan to Assignor, Assignor has agreed to provide to Assignee additional security for the repayment of the Loan. Such security shall be the collateral assignment of Assignor's interest in and to the following:

1. that certain Promissory Note (Construction Loan/Variable Rate - Revolving) dated December 31, 2003 in the original principal amount of EIGHT MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$8,500,000.00) (the "Note") originally executed and delivered by CAPE HAZE WINDWARD PARTNERS, INC., A FLORIDA CORPORATION AND KENNETH D. GOODMAN, AS TRUSTEE OF THE CAPE CHARLOTTE INVESTMENT TRUST DATED NOVEMBER 21, 2003, jointly and severally, in favor of ORION BANK, A FLORIDA BANKING CORPORATION, as amended by Unconditional Release of Co-Borrower KENNETH D. GOODMAN, AS TRUSTEE OF THE CAPE CHARLOTTE INVESTMENT TRUST DATED NOVEMBER 21, 2003 (the "Co-Borrower Release") and as further amended by Unconditional Release of Co-Borrower KENNETH D. GOODMAN, AS TRUSTEE OF THE CAPE CHARLOTTE INVESTMENT TRUST DATED NOVEMBER 21, 2003 and Unconditional Release of Guarantors KENNETH D. GOODMAN; E.A. MIKE SMITH; KENNETH D. GOODMAN, AS TRUSTEE OF THE GOODMAN 1993 FAMILY TRUST DATED JANUARY 13, 1993; AND MIKE & JACKIE SMITH FAMILY LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP (collectively, the "Orion Note").

Release of Guarantors KENNETH D. GOODMAN; E.A. MIKE SMITH; KENNETH D. GOODMAN, AS TRUSTEE OF THE GOODMAN 1993 FAMILY TRUST DATED JANUARY 13, 1993; AND MIKE & JACKIE SMITH FAMILY LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP (the "Guarantor Release")

2. that certain Real Estate Mortgage, Assignment and Security Agreement dated December 31, 2003, from CAPE HAZE WINDWARD PARTNERS, INC., as Mortgagor and joined in by KENNETH D. GOODMAN, AS TRUSTEE OF THE CAPE CHARLOTTE INVESTMENT TRUST DATED

NOVEMBER 21, 2003, as a Borrower, in favor of ORION BANK, A FLORIDA BANKING CORPORATION, as Mortgagee, as from time to time modified and amended, securing payment of the Orion Note (the "Orion Mortgage"); and

3. that certain Guaranty Fee Agreement dated December 31, 2003 (the "Guaranty Fee Agreement") executed and delivered by Borrower in favor of Guarantors KENNETH D. GOODMAN; E.A. MIKE SMITH; KENNETH D. GOODMAN, AS TRUSTEE OF THE GOODMAN 1993 FAMILY TRUST DATED JANUARY 13, 1993; AND MIKE & JACKIE SMITH FAMILY LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP (the "Orion Loan Guarantors"); and
4. that certain Mortgage and Security Agreement dated August 5, 2003 and recorded in Official Records Book 02281, at Page 0233, of the Public Records of Charlotte County, Florida in favor of INVESTORS MANAGEMENT TRUST, INC., a Florida corporation, as mortgagee (the "Original Mortgage"), which was assigned by Original Mortgagee to INVESTORS MANAGEMENT TRUST, INC., a Florida corporation, as Trustee of the WINDWARD PASS LOAN TRUST UNDER AGREEMENT DATED AUGUST 5, 2003 (the "Subsequent Mortgage") by Assignment dated August 5, 2003 and recorded of even date therewith in Official Records Book 02281, at Page 0252, of the Public Records of Charlotte County, Florida and was further assigned by Subsequent Mortgagee to Assignor by Assignment recorded in Official Records Book 2376, at Page 1302, of the Public Records of Collier County, Florida the Public Records of Charlotte County, Florida as further modified by Extension of Payment dated December 31, 2003 and recorded January 9, 2004 in Official Records Book 2376, at Page 1305, of the Public Records of Charlotte County, Florida and as modified by Subordination Agreement dated December 31, 2003 and recorded January 9, 2004 in Official Records Book 2376, at Page 1346, of the Public Records of Charlotte County, Florida (collectively, the "CCI TRUST SECOND MORTGAGE") and (ii) that certain Mortgage dated November 21, 2003 and recorded in Official Records Book 02349, at Page 01525, of the Public Records of Charlotte County, Florida, as amended by Extension of Payment dated December 31, 2003 and recorded January 9, 2004 in Official Records Book 2376, at Page 1309, of the Public Records of Charlotte County, Florida and as modified by Subordination Agreement dated December 31, 2003 and recorded January 9, 2004 in Official Records Book 2376, at Page 1355, of the Public Records of Charlotte County, Florida (collectively, the "CCI TRUST THIRD MORTGAGE") (the CCI TRUST SECOND MORTGAGE and the CCI TRUST THIRD MORTGAGE are sometimes referred to herein as the "CCI TRUST MORTGAGES") as from time to time modified and amended, including as modified by Settlement Agreement dated October 26, 2004 and Settlement Agreement dated July 28, 2005 securing payment of CHWP's obligations under the Guaranty Fee Agreement (collectively, the "CCIT Mortgage").
5. that certain Promissory Note dated July 27, 2005 in the original principal amount of FIVE MILLION FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$5,500,000.00) executed and delivered by CAPE HAZE WINDWARD PARTNERS, INC., as Borrower in favor of BERMAN MORTGAGE CORPORATION D/B/A BMC LOAN SERVICING (collectively "BERMAN") and group of lenders assembled by BERMAN (the "Original Berman Note") as modified by that certain Future Advance Promissory Note dated September 1, 2005 in the original principal amount of SEVEN MILLION AND NO/100 DOLLARS (\$7,000,000.00) incorporating and replacing the Original Berman Note (the "Berman Future Advance Note");
6. that certain Second Mortgage and Security Agreement dated July 27, 2005 and recorded on August 1, 2005, from CAPE HAZE- WINDWARD PARTNERS, INC., as Borrower in favor of BERMAN as modified and amended, by First Notice of Future Advance; Modification of Note, Mortgage and Related Loan Documents dated September 1, 2005 and recorded September 8, 2005 in Official Records Book 02799, at Pages 0731 through 0736, of the Public Records of Charlotte County, Florida (collectively the "Berman Mortgage") presently securing repayment of the Berman Future Advance Note (collectively, the "Berman Mortgage").

The Orion Note, the Guaranty Fee Agreement and the Berman Future Advance Note are sometimes hereinafter collectively referred to as the "Underlying Obligations" and the Orion Mortgage, the CCIT Mortgage and the Berman Mortgage are sometimes hereinafter referred to as the "Underlying Mortgages".

TERMS OF COLLATERAL ASSIGNMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

1. Assignor assigns to Assignee all of Assignor's right, title and interest in and to the Underlying Obligations and the Underlying Mortgages and the monies to become due thereon. Such assignment is not absolute but for the purpose of securing the repayment of the Loan evidenced by the Goodman Note. Assignee, by executing this document, acknowledges receipt of the Underlying Obligations which are secured by the Underlying Mortgages.

2. All payments made under the Underlying Obligations shall be paid to Assignee and shall be applied toward payment of the Loan evidenced by the Goodman Note as a prepayment thereunder.

3. Upon full repayment to Assignee of the Loan: (i) this Collateral Assignment shall be void and of no effect; (ii) the Goodman Note shall be marked "Paid in Full" and returned to Assignor; and (iii) Assignee shall record a Release of this Collateral Assignment in of the Public Records of Charlotte County, Florida.

4. Assignor represents that Assignor is the absolute owner and holder of the Underlying Obligations and the Underlying Mortgages with full and absolute right to assign the same and the payments due thereunder and Assignor and Assignee both agree not to cancel, surrender, terminate, modify or otherwise reduce the amount of unpaid principal balance payable under the Underlying Obligations with interest without the prior written consent of the other party (other than with respect to payments received in the ordinary course of business in connection with sale of Condominiums encumbered by one or more of the Underlying Mortgages).

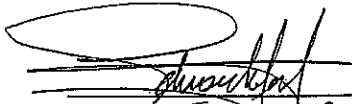
5. Assignor agrees that in the event: (i) M.A.M.C. Windward, LLC., a Florida limited liability company or an entity related to, or owned, controlled, managed or operated by said company (an "Affiliate"), becomes the owner of Condominium Units #202, 203, 205 and 303 in Building #1 and Units #202, 203, 303 and 404 in Building #2, of The Preserve at Windward, A condominium according to the Declaration of Condominium thereof filed in Official Records Book 2610 at Page 2109 of the Public Records of Charlotte County, Florida, (the "Condominiums"); and (ii) M.A.M.C. Windward, LLC. becomes the owner of the vacant lands encumbered by the Berman Mortgage (the "Land"); as a result of a bankruptcy sale held in Case No 9:05-BK-28399-ALP (the "Bankruptcy Case"), then this instrument shall be automatically converted to a mortgage (the "Mortgage") encumbering and shall attach to said Condominiums immediately upon recording of the deed in favor of M.A.M.C. Windward, LLC. The terms of said Mortgage shall be as set forth in the Orion Mortgage which are incorporated herein by reference, with the exception that the mortgagor shall be M.A.M.C. Windward, LLC.; the mortgagee shall be Assignee; and that debt secured by the Mortgage shall be the Goodman Note. In the event additional documentary stamps or intangible taxes are due as a result of the conversion of this instrument into a Mortgage, all such additional documentary stamps and intangible taxes shall be paid by Assignor, or the applicable Affiliate, and payment of such sums shall be secured by said Mortgage.

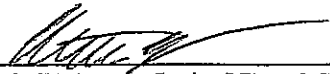
(Signatures appear on page 6)

IN WITNESS WHEREOF, the undersigned Assignor has caused this instrument to be duly executed and delivered as of the day and year first above written.

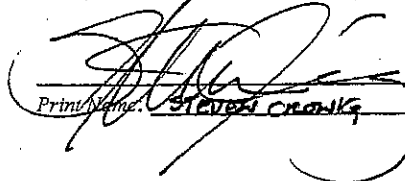
Signed, Sealed and Delivered
in the Presence of:

M.A.M.C. Incorporated, as servicing agent and attorney in
fact for the foregoing Assignors


Print Name: EDUARDO LAIT

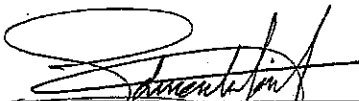
By: 
Mitchell Morgan, Senior VP and CFO


(Corporate Seal)


Print Name: STEVEN CRONIG

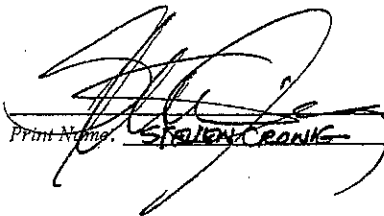
Signed, Sealed and Delivered
in the Presence of:

M.A.M.C. Windward, LLC., a Florida limited liability
company, Assignor, by its manager, M.A.M.C. Windward,
Manager Incorporated, a Florida corporation


Print Name: EDUARDO LAIT

By: 
Dana J. Berman, President

(Corporate Seal)


Print Name: STEVEN CRONIG

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me on this 12 day of September, 2006, by
MITCHELL MORGAN, who is personally known to me, as Senior Vice President and CFO of M.A.M.C. Incorporated,
who did execute such document and did affix the corporate seal thereto as the act and deed of said corporation.

Notary Public

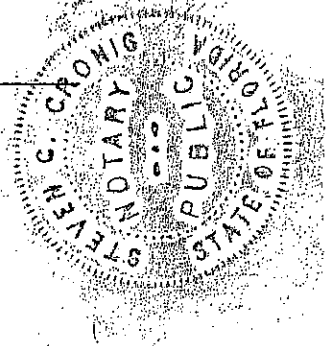
Print Name:

State of Florida at Large

My Commission Expires:



Steven C. Cronig
Commission #DD439997
Expires: SEP 02, 2009



STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me on this 12 day of September, 2006, by DANA J. BERMAN, who is personally known to me, as president of M.A.M.C. Windward Manager Incorporated, which is the manager of M.A.M.C. Windward, LLC., who did execute such document as the act and deed of said limited liability company and corporation.

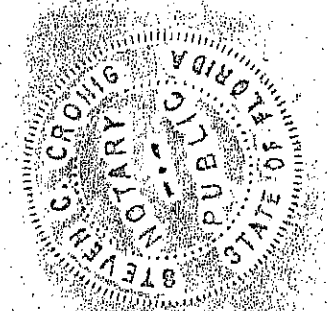

Notary Public

Print Name: _____

State of Florida at Large



Steven C. Cronig
Commission #DD439997
Expires: SEP 02, 2009



BARBARA T. SCOTT, CLERK
CHARLOTTE COUNTY
OR BOOK 02376 PAGE 1313
RECORDED 01/09/2004 10:41:16 AM
FILE NUMBER 1135314
RECORDING FEES 123.00
MTG DOC 29,750.00
INSTRUMENT 17,000.00

REAL ESTATE MORTGAGE, ASSIGNMENT,
AND SECURITY AGREEMENT
(the "Mortgage")

Date: December 31, 2003

Mortgagor: CAPE HAZE WINDWARD PARTNERS, INC.,
a Florida corporation
10035 Links Lane
Placida, FL 33947

Bank: ORION BANK
P.O. Box 413040
3838 Tamiami Trail North
Naples, FL 33941-3040

Amount of initial loan secured hereby: \$8,500,000.00

Maximum possible principal debt that may be secured hereby: \$17,000,000.00
(including future advances)

Land (description of encumbered real estate):

See Exhibit "A" attached hereto and made a part hereof by reference.

1. MORTGAGE. In consideration of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration received by Mortgagor, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby grants, bargains, sells, assigns, transfers, conveys and mortgages to Bank, its successors and assigns, to its own proper use and benefit forever, subject to the terms and conditions of this Mortgage, the real estate described above as the Land, together with:

(a) Appurtenances. The benefit of all easements and other rights of any nature whatsoever, if any, appurtenant to the Land or the Improvements, or both, the benefit of all rights-of-way, strips and gores of land, streets, alleys, passages, drainage rights, sanitary sewer and potable water rights, stormwater drainage rights, rights of ingress and egress to the Land and all adjoining property, and any improvements of Mortgagor now or hereafter located on any of such real property interests, water rights and powers, oil, gas, mineral and riparian and littoral rights, whether now

CAKRA/Orion Bank
Cape Haze Loan
Mortgage

(Page 1 of 26)

This Instrument Prepared By:

Kenneth R. Johnson, Esq.
Goodlette Coleman & Johnson, P.A.
4001 Tamiami Trail North
Suite 300
Naples, FL 34103

IMAGED L.T.

EXHIBIT

"D"

existing or hereafter arising, together with the reversion or reversions, remainder or remainders, rents, issues, incomes and profits of any of the foregoing (the "Appurtenances").

(b) Improvements. All buildings, structures, betterments and other improvements of any nature now or hereafter situated in whole or in part upon the Land or on the Appurtenances, regardless of whether physically affixed thereto or severed or capable of severance therefrom (the "Improvements").

(c) Tangible Property. All of Mortgagor's right, title and interest, if any, in and to all fixtures, equipment and tangible personal property of any nature whatsoever that is now or hereafter (i) attached or affixed to the Land, the Appurtenances, or the Improvements, or (ii) situated upon or about the Land, the Appurtenances and/or the Improvements, regardless of whether physically affixed thereto or severed or capable of severance therefrom, or (iii) used, regardless of where situated, if used, usable or intended to be used, in connection with any present or future use or operation of or upon the Land. The foregoing includes: all goods and inventory, all heating, air conditioning, lighting, incinerating and power equipment; all engines, compressors, pipes, pumps, tanks, motors, conduits, wiring, and switchboards; all plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications and public address apparatus; all signage and recreational amenities including, without limitation, swimming pools, exercise equipment, tennis courts, clubhouse furnishings or saunas; all boilers, furnaces, oil burners, vacuum cleaning systems, elevators and escalators; all stoves, ovens, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets, and partitions; all rugs, draperies and carpets; all laundry equipment; all building materials; all furniture (including, without limitation, any outdoor furniture), furnishings, office equipment and office supplies; and all additions, accessions, renewals, replacements and substitutions of any or all of the foregoing. The property interests encumbered and described by this paragraph are called the "Tangible Property" in this Mortgage.

(d) Rents. All rents, issues, incomes and profits in any manner arising from the Land, Improvements, Appurtenances or Tangible Property, or any combination thereof, including Mortgagor's interest in and to all leases of whatsoever kind or nature, licenses, franchises and concessions of or relating to all or any portion of the Land, Appurtenances, Improvements or Tangible Property, or the operation thereof, whether now existing or hereafter made, including all amendments, modifications, replacements, substitutions, extensions, renewals or consolidations thereof. The property interests encumbered and described in this subparagraph are called the "Rents" in this Mortgage.

(e) Secondary Financing. All of Mortgagor's right, power or privilege to further encumber any of the Collateral described herein, it being intended by this provision to divest Mortgagor of the power to encumber or to grant a security interest in any of the Collateral as security for the performance of an obligation.

(f) Proceeds. All proceeds of the conversion, voluntary or involuntary, of any of the property encumbered by this Mortgage into cash or other liquidated claims, or that are otherwise

payable for injury to or the taking or requisitioning of any such property, including all judgments, settlements and insurance and condemnation proceeds as provided in this Mortgage.

(g) Contract Rights. All of Mortgagor's right, title and interest in and to any and all contracts or leases, written or oral, express or implied, now existing or hereafter entered into or arising, in any matter related to the improvement, use, operation, sale, conversion or other disposition of any interest in the Land, Appurtenances, Improvements, Tangible Property or the Rents, or any combination thereof, including all tenant leases, sales contracts, reservation deposit agreements, any and all deposits, prepaid items, and payments due and to become due thereunder; and including, without limitation, contracts pertaining to maintenance, on-site security service, elevator maintenance, landscaping services, building or project management, marketing, leasing, sales and janitorial services; Mortgagor's interests as lessee in equipment leases, including telecommunications, computers, vending machines, model furniture, televisions, laundry equipment; and Mortgagor's interests in construction contracts or documents (including architectural drawings and plans and specifications relating to the Improvements), service contracts, use and access agreements, advertising contracts and purchase orders. The property interests encumbered and described in this paragraph are called the "Contract Rights" in this Mortgage. Notwithstanding the foregoing, Bank will not be bound by any of Mortgagor's obligations under any of the foregoing contracts unless and until Bank elects to assume any of such contracts or leases in writing.

(h) Name. All right, title and interest of Mortgagor in and to all trade names, project names, logos, service marks, trademarks, goodwill, and slogans now or hereafter used in connection with the operation of the Mortgaged Property, including but not limited to the names CAPE HAZE and THE PRESERVE AT WINDWARD.

(i) Other Intangibles. All contract rights, commissions, money, deposits, certificates of deposit, letters of credit, documents, instruments, chattel paper, accounts, and general intangibles [as such terms from time to time are defined in the Uniform Commercial Code as adopted by the State of Florida (the "Uniform Commercial Code"), in any manner related to the construction, use, operation, sale, conversion or other disposition (voluntary or involuntary) of the Land, Appurtenances, Improvements, Tangible Property or Rents, including all construction plans and specifications, architectural plans, engineering plans and specifications, permits, governmental or quasi-governmental approvals, licenses, developer rights, vested rights under any Planned Unit Development or Development of Regional Impact or other project, zoning, or land use approval, insurance policies, rights of action and other choses in action.

The Land, Appurtenances, Improvements and Tangible Property are collectively referred to as the "Mortgaged Property" in this Mortgage. The portion of the property encumbered by this Mortgage that from time to time consists of intangible personal property, except for the Rents, is called the "Intangible Property" in this Mortgage. The Mortgaged Property, Rents, Intangible Property and any other property interests encumbered hereby are hereinafter referred to collectively as the "Collateral". Wherever used in this Mortgage, the use of the terms, "Mortgaged Property," "Rents", "Intangible Property", and "Collateral" means and includes all or any portion thereof applicable to the context.

Notwithstanding the grant of Mortgagor's interest in the Rents and Contract Rights above, so long as no Default shall exist hereunder or under any of the other Loan Documents, Mortgagor shall have a license to collect and receive all incomes arising from the operation, ownership, and maintenance of the Mortgaged Property, Rents and Contract Rights, but not more than one (1) month prior to accrual.

2. SECURITY AGREEMENT. To the extent any of the Collateral encumbered by this Mortgage from time to time constitutes personal property subject to the provisions of the Uniform Commercial Code, this Mortgage constitutes a "Security Agreement" for all purposes under the Uniform Commercial Code. Without limitation, Bank, at its election, upon the occurrence of a Default under this Mortgage, will have all rights, powers, privileges and remedies from time to time available to a secured party under the provisions of the Uniform Commercial Code with respect to the Collateral. The remedies for any violation of the covenants, terms, and conditions of the security agreement herein contained shall be (i) as prescribed herein, or (ii) as prescribed by general law, or (iii) as prescribed by the specific statutory provisions now or hereafter enacted and specified in the Uniform Commercial Code, all at Bank's sole election. Mortgagor and Bank agree that the filing of financing statement(s) in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and hereby stated intention of Mortgagor and Bank that everything used in connection with the production of income from the Collateral or adapted for use therein or which is described or reflected in this Mortgage, is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in a recital contained herein, or (iii) any such item is referred to or reflected in any financing statement(s) so filed at any time. Similarly, the mention in any financing statement of the rights in, or the proceeds of, any fire, hazard or liability insurance policy, or any award in eminent domain proceedings for a taking or for loss of value, or Mortgagor's interest as lessor in any present or future lease, or rights to income growing out of the use of the Mortgaged Property, whether pursuant to a lease or otherwise, shall not be construed as altering any of Bank's rights as determined by this Mortgage, or otherwise available at law or in equity, or impugning the priority of this Mortgage or the Loan Documents, or both, but such mention in any financing statement is declared to be for Bank's protection if, as, and when any court holds that notice of Bank's priority of interest, to be effective against a particular class of persons, including the federal government and any subdivisions or entities of the federal government, must be perfected in the manner required by the Uniform Commercial Code.

Mortgagor covenants and agrees that Mortgagor will furnish Bank with notice of any change in name, identity, organizational structure, mailing address, residence, or principal place of business thirty (30) days prior to the effective date of any such change. Mortgagor will promptly execute any financing statements or other instruments deemed necessary by Bank to prevent any filed financing statement from becoming misleading or losing its perfected status or to reinstate any lapsed financing statement.

3. DEBT. Mortgagor and KENNETH D. GOODMAN, as Trustee of the CAPE CHARLOTTE INVESTMENT TRUST dated November 21, 2003, jointly and severally (the "Borrowers"), are justly indebted to Bank in the principal amount indicated above (or so much as may be advanced to Mortgagor by Bank from time to time), as evidenced by Mortgagor's Promissory Note (*Construction Loan/Variable Rate - Revolving*) dated of even date herewith in the amount of EIGHT MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$8,500,000.00) maturing as stated in said note, unless such maturity is accelerated or extended (as provided in said note or by separate instrument executed by Mortgagor and Bank), which note, together with any and all renewals, replacements, extensions, modifications, substitutions, future advances, and any and all other certificates or evidence of indebtedness evidenced thereby are herein called the "Note".

Mortgagor's obligations described below are secured, among other things, by the collateral described in this Mortgage, which term includes any and all amendments, extensions, renewals, replacements, substitutions, modifications and consolidations of this Mortgage, and may also from time to time be secured by other collateral described in written documents. The Mortgage and such other documents as may exist on the date hereof or may exist hereafter are referred to as the "Security Documents," which term, as defined in the Note, includes any and all financing statements, letters of credit, assignments, agreements, supplements, and riders made and delivered in connection with the Note and this Mortgage, and any and all amendments, modifications, extensions, renewals, replacements, substitutions and consolidations thereof or thereto. The Security Documents, the Note and the Loan Agreement between Mortgagor and Bank, together with any commitment letter issued by Bank (the "Loan Commitment"), are referred to collectively as the "Loan Documents". The Loan evidenced by the Note and secured by this Mortgage is to be disbursed in accordance with the terms and provisions of a Loan Agreement of even date herewith between Mortgagor and Bank (the "Loan Agreement"). The Loan Commitment, the Note, the Mortgage, the Loan Agreement and the other Loan Documents shall always be taken and read together as constituting part of one transaction. All sums disbursed pursuant to the terms of the Loan Agreement shall be secured by this Mortgage with the same priority as if advanced on the date hereof.

The obligations of Mortgagor secured by the Security Documents arising pursuant to the Loan Documents are as follows and are called the "Debt" in this Mortgage and the other Loan Documents:

(a) Note. Borrowers' payment of all sums due from time to time as evidenced by the Note; and

(b) Loan Documents. Borrowers' payment or performance of all obligations imposed upon Borrowers by the Loan Documents; and

(c) Advances. All sums advanced by Bank to or for the benefit of Borrowers in the manner provided in the Loan Documents, or for the protection of the security of the Collateral, including, without limitation, all sums advanced pursuant to this Mortgage, including advances for repairs, maintenance, insurance, taxes, or assessments; and

(d) Costs. All costs, expenses, losses, damages and other charges sustained or incurred by Bank because of: (i) Borrowers' default in payment or performance, as the case may be, of any provision contained in the Loan Documents; (ii) defense of actions instituted by Borrowers or a third party against Bank arising out of or related to the Loan, or in the realizing upon, protecting, perfecting, defending, or (iii) actions brought or defended by Bank enforcing Bank's security interest in the Collateral. All of these costs and expenses include reasonable attorneys' fees, paralegals' fees, or legal assistants' fees, whether incurred with respect to collection, litigation, bankruptcy proceedings, interpretation, dispute, negotiation, trial, appeal, defense of actions instituted by a third party against Bank, or enforcement of any judgment based on the Loan Documents, whether or not suit is brought to collect such amounts or to enforce such rights or, if brought, is prosecuted to judgment.

(e) Miscellaneous Expenses. All costs and expenses incurred by Bank in connection with the Loan, whether prior to or at closing or during the term thereof, including, without limitation, loan origination fees, commitment fees, extension fees, title insurance search fees, premiums and endorsement fees, hazard and other insurance required by the Loan Documents, pre-closing and post-closing appraisals, appraisal reports or opinions of value, surveys, brokerage commissions and claims of brokerage, ad valorem and personal property taxes, documentary stamp taxes and intangible taxes, attorneys' fees, consultant fees, architect's fees, construction consultant's fees, environmental surveys or assessments, and recording charges.

(f) Indemnities. All costs, expenses, and amounts arising under or pursuant to any indemnity contained within the Loan Documents or in any separate agreement executed by Borrowers in favor of Bank including, without limitation, the Hazardous Substance Certificate and Indemnification Agreement (the "Indemnity").

4. TITLE WARRANTIES. Subject to the Permitted Encumbrances (as hereinafter defined), Mortgagor covenants with Bank that: (i) Mortgagor is indefeasibly seized of the Land and Improvements in fee simple, has good and marketable title to the Collateral and has full power, lawful right and authority to convey the same in fee simple and to grant Bank a perfected first lien security interest in the Collateral, and (ii) the Collateral is free and clear of all liens, encumbrances, restrictions, and security interests of any nature except for those permitted encumbrances which Bank has previously approved, which are referred to as "Permitted Encumbrances" in this Mortgage.

5. LIENS. Borrowers will not create or permit to be created, or to remain, and will promptly discharge at Borrowers' expense any and all liens or encumbrances upon, or security interests in, the Collateral, or any combination thereof, whether consensual, common law, statutory, voluntary, involuntary, or arising by operation of law, except Permitted Encumbrances. Notwithstanding the foregoing, and except for any construction liens, Borrowers may contest the amount, validity and enforceability of any involuntary or nonconsensual lien, encumbrance or security interest, including those arising by operation of law, in the manner provided hereinbelow. If any construction lien is filed against the Mortgaged Property, Borrowers agree to discharge or otherwise remove such lien by bond or otherwise, within ten (10) days of imposition of same, but may thereafter contest the amount or validity of such lien as provided in paragraph 7 hereinbelow.

6. TAXES AND OTHER IMPOSITIONS. Borrowers will pay or cause to be paid, when due: (i) all property taxes, assessments, water, sewer, utility and other rents, rates and charges, including all excises, taxes, levies, license fees, permit fees, impact fees, connection fees, and other fees and charges, whether general or special, ordinary or extraordinary, foreseen or unforeseen, that may be assessed, levied or imposed upon the Collateral, or otherwise arising with respect to the occupancy, use, possession or disposition thereof, whether or not the failure to pay the same might result in the creation of a lien upon the Collateral, or any combination thereof; (ii) all franchise, excise and other taxes, fees and charges assessed, levied or imposed with respect to Borrowers' right to do business in the State of Florida and the political subdivisions thereof; (iii) all taxes and fees (except for Bank's state and federal income taxes) that may be levied by the United States of America or any state or political subdivision thereof, upon Bank or Mortgagor in connection with or upon the Loan Documents, or the Debt or its payment, or collection, or any combination thereof (including all documentary stamp taxes and intangible taxes plus any penalties and interest charged for the late payment of any such taxes); and (iv) all lawful claims and demands of contractors, subcontractors, mechanics, laborers, materialmen and other lienors which, if unpaid, might result in the creation of a lien upon the Collateral. The sums payable under this paragraph are called "Impositions". Nothing contained in this paragraph will require the payment of any Imposition so long as the amount, validity or enforceability thereof is contested by appropriate proceedings as provided in paragraph 7 below. With respect to state and local real and tangible personal property taxes, however, Mortgagor will pay same and will furnish Bank with copies of the receipts for each such payment without demand at least thirty (30) days prior to the date each of such taxes will become delinquent, and any contest of the same must be by a suit or other proceeding for a refund. With respect to all other Impositions, Borrowers will furnish Bank with proof of such payment upon demand. If any payment required to be made by Borrowers by this paragraph is prohibited by law, with the result that Bank becomes liable for its payment, then the Debt will immediately become due and payable, at Bank's option.

7. CONTESTS. Borrowers may contest, by any and all appropriate administrative, trial or appellate proceedings, or any combination thereof, and in Bank's name, if required by law, the amount, validity, enforceability or application of any Imposition that Borrowers are required to pay or perform to any person or entity other than Bank by any provision of this Mortgage or the other Loan Documents if and only for so long as: (i) Borrowers notify Bank in writing of its intent to contest the Imposition; (ii) such contest suspends the collection or enforcement of the item(s) contested; (iii) no part of the Collateral will be subject to loss, sale or forfeiture before final determination of any such contest; (iv) neither Borrowers nor Bank will be subject to any criminal liability; (v) Borrowers furnish such security as may be required by law in connection with each such contest; (vi) the value, usefulness and marketability of the Collateral will not be adversely impaired by any such contest; (vii) Borrowers otherwise continue to pay and perform, as the case may be, the Debt and Mortgagor's obligations under this Mortgage; (viii) Borrowers otherwise are not in default under any provision of the Loan Documents; (ix) each such contest is continuously prosecuted diligently to final determination; (x) Borrowers pay or cause to be paid, and defend, indemnify and hold Bank harmless of and from any and all losses, judgments, decrees and costs (including all reasonable attorneys' fees) incurred in connection with each such contest; (xi) Borrowers, promptly following final determination of each such contest, fully pay and discharge all amounts that may be

levied, assessed, charged, imposed or otherwise determined to be payable, together with all penalties, fines, interests, costs and expenses, and otherwise complies with such final determination, at Borrowers' sole cost and expense; (xii) Borrowers furnish Bank with such security as Bank reasonably may require to assure Borrowers' compliance with all of the foregoing requirements, and (xiii) such liens are not filed against the Mortgaged Property pursuant to Chapter 713, Florida Statutes, in which event such liens must be discharged or transferred to bond pursuant to paragraph 5 above before Borrowers contest such liens. So long as Borrowers comply with the foregoing and Bank is promptly reimbursed for all costs and expenses incurred, Bank will cooperate with Borrowers in connection with any such contest.

8. INSURANCE. Until the Debt shall have been discharged by Borrowers, Borrowers shall maintain, at Borrowers' cost and expense, the following insurance coverages in full force and effect at all times:

(a) Hazard Insurance. Borrowers shall keep the Tangible Property and Improvements which now or hereafter may constitute part of the Mortgaged Property insured at all times against loss or damage by fire and other hazards included within the term "all risk" (or as is covered by a "special form" policy) and against such other hazards as Bank may require in the full insurable value thereof (or such lesser amount as Bank may authorize in writing), with an insurer satisfactory to Bank. Such policy shall include a Replacement Cost Endorsement and a Sinkhole Endorsement, if deemed necessary by Bank. Further, wind damage insurance shall be maintained in an amount and with an insurer satisfactory to Bank.

(b) Liability Insurance. Borrowers will obtain and keep in full force "Commercial General Liability" insurance coverage for both Borrowers and any contractor performing services to the Mortgaged Property in such amount and for such periods as Bank may reasonably require.

(c) Flood Insurance. If at any time the Land or any portion thereof is located in a "Flood Hazard Area" pursuant to the Flood Disaster Protection Act of 1973 or any successor or supplemental act thereto, flood insurance in the maximum amount available or such other amount as Bank may reasonably request;

(d) Builder's Risk Insurance. With respect to construction of any Improvements on the Land, an "all risk" or "special form" completed value builder's risk insurance policy, which policy shall include a Replacement Cost Endorsement, shall be delivered to Bank prior to commencement of the applicable improvements.

(e) Other Insurance. Worker's compensation insurance and other insurance coverages as Bank may reasonably require.

The policy or policies of insurance shall (i) be from companies and in coverage amounts acceptable to Bank, (ii) contain a standard mortgagee clause in favor of Bank naming Bank as a mortgagee and including a lender's loss payee clause in such policy, as applicable (iii) not be terminable or modified without thirty (30) days' prior written notice to Bank, and (iv) be evidenced

by original policies or certified copies of policies deposited with Bank, as Bank may elect, to be held by Bank until the Debt shall have been fully paid and discharged. Borrowers shall furnish Bank satisfactory evidence of payment of all premiums required and similar evidence of renewal or replacement coverage not later than thirty (30) days prior to the date any coverage will expire.

Each insurance policy or endorsement required herein shall be written by an insurer having a rating not less than "A-XII" Best's Rating according to the most current edition of Best's Key Rating Guide as determined at the time of the initial policy and at all times during the term hereof. All policies shall indicate that notices related to such insurance shall be sent to Bank at the address hereinabove listed or at such other address as may from time to time be designated by Bank.

If any loss occurs with respect to the Mortgaged Property, Bank is hereby appointed attorney-in-fact for Borrowers to make proof of loss if Borrowers fail to make the same punctually, and to give a receipt for any proceeds collected under such policies. Borrowers will promptly give written notice to Bank of any loss or damage to the Mortgaged Property, and will not adjust or settle any such loss without Bank's prior written consent, which consent shall not be unreasonably withheld or delayed. Upon any Default by Borrowers under this Mortgage, all right, title and interest of Borrowers in and to all such insurance policies then in force, including any and all unearned premiums and existing claims, will inure to Bank, which, at its option, and as attorney-in-fact for Borrowers, may then make, settle and give binding acquittances for claims under all such policies, and may assign and transfer such policies or cancel or surrender them, applying any unearned premium in such manner as Bank may elect. The foregoing appointment of Bank as attorney-in-fact for Borrowers is coupled with an interest, and is irrevocable. Notwithstanding the occurrence of any casualty or the availability of any insurance proceeds, Borrowers will pay the Debt in the manner required by the Loan Documents.

9. CONDEMNATION. If all or any part of the Collateral, or any interest therein or right accruing thereto, is taken as a result of, or in lieu or in anticipation of, the exercise of the right of condemnation or eminent domain, or by reason of the temporary requisition of the use or occupancy of the Mortgaged Property, in any event by any government or quasi-governmental authority, civil or military, or any other party entitled to exercise such powers by law, general or special, or is devalued or otherwise adversely affected by any of the foregoing actions, all proceeds payable with respect to any such action are assigned to Bank and shall be paid to Bank. Bank shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. The proceeds of any award or compensation so received shall, at the option of the Bank, either be applied to the payment of the Debt or be paid over to the Borrowers for the restoration of the Improvement. Borrowers, immediately upon obtaining knowledge of the institution or threatened institution, of any proceedings for the Mortgaged Property, or any part thereof, by condemnation or eminent domain, will notify the Bank of the pending of such proceedings. Bank shall have the right to intervene and participate in any proceedings for and in connection with any taking referred to in this section. Borrowers shall not enter into any agreement for the taking of the Mortgaged Property or any part thereof with any person or persons authorized to acquire the same by condemnation or eminent domain, unless the Bank shall have consented thereto in writing. Any of the foregoing actions are sometimes called a "condemnation" or "taking"

in this Mortgage and the other Loan Documents. Such proceeds include, without limitation, severance damages, damages arising from the change of grade of any street or the access thereto, the taking of air rights and damages caused by noise, pollutants and other emissions. Notwithstanding any such taking or other injury or decrease in value, or the availability of any proceeds for any of the foregoing, Borrowers shall continue to pay the Debt in the manner required by the Loan Documents. Bank's rights under this paragraph will survive the foreclosure or other enforcement of this Mortgage, and Bank will have the right to receive and retain all proceeds to the extent of any deficiency which exists upon such foreclosure or other enforcement, together with legal interest thereon, and to the extent of the reasonable counsel fees, costs and disbursements incurred by Bank in connection with the collection of such proceeds. Such right shall exist whether or not a deficiency judgment shall have been sought or recovered or denied upon the Note. The remaining balance of such proceeds, if any, will inure to the benefit of the party entitled thereto by applicable law.

10. APPLICATION OF INSURANCE PROCEEDS AND AWARDS. Borrowers will promptly give the Bank written notice of any damage to or destruction of the Mortgaged Property or any part thereof, generally describing the nature and extent of such damage or destruction and the Borrowers' best estimate of the cost of restoring the Mortgaged Property. The Bank shall be entitled to all insurance proceeds payable on account of such damage or destruction and Borrowers hereby irrevocably assign, transfer and set over to the Bank all rights of Borrowers to any such proceeds or payments and irrevocably authorizes and empowers the Bank, at its option and in its sole and absolute discretion, in the name of the Borrowers or otherwise, to file and prosecute what would otherwise be the Mortgagor's claim for any such proceeds or payment and to collect, receipt for and retain the same for disposition in accordance with this Section. The Bank may, at its sole option, apply all amounts recovered under any insurance policy required to be maintained by the Borrowers hereunder in any one or more of the following ways: (a) to the payment of the reasonable costs and expenses incurred by the Bank in obtaining such insurance proceeds, including the fees and expenses of attorneys and insurance and other experts and consultants, the costs of litigation, arbitration, mediation, investigations and other judicial, administrative or other proceedings and all other out-of-pocket expenses; (b) to the payment of any of the Debt other than indebtedness with respect to the Note at the time outstanding; (c) to the payment of the principal of the Note and any interest accrued and unpaid thereon, without regard to whether any portion or all of such amounts shall be matured or unmatured, together with interest at the default interest rate on any overdue principal and (to the extent permitted by applicable law) interest; and, in case such amount shall be insufficient to pay in full all such amounts, then such amounts shall be applied, *first*, to the payment of all amounts of interest accrued on the Note and unpaid, without preference or priority of any payment of interest over any other payment of interest or of any other Note, and, *second*, to the payment of all amounts of principal at the time outstanding, without preference or priority of any installment or amount of principal over any other installment or amount of principal or of any Note over any other Note, but otherwise in such manner and order as the Bank shall in its sole discretion determine; (d) to fulfill any of the other covenants contained herein as the Bank may determine; (e) release to the Borrowers for application to the cost of restoring the Mortgaged Property; or (f) release to the Borrowers. In the event of a foreclosure of this Mortgage, the purchaser of the Mortgaged Property shall succeed to all the rights of Borrowers, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to the Bank. Provided, the Note is in good standing at the time of

receipt of insurance proceeds, and completion of construction can be accomplished prior to the Maturity Date of the Note, Bank agrees to release the insurance proceeds to Borrowers for application to the cost of restoring the Mortgaged Property in the same manner as Loan proceeds are disbursed for construction purposed under the Loan

11. MAINTENANCE, REPAIRS, AND RECONSTRUCTION.

(a) Maintenance and Repairs. Borrowers, at its sole cost and subject to Bank's satisfaction, shall make all repairs, renewals, replacements, servicing and reconstruction that are necessary to maintain the Mortgaged Property in good order, condition and repair. Immediately following the occurrence of any casualty or other loss, Mortgagor promptly will undertake all restoration required or desirable and will pursue it diligently to completion. Mortgagor shall (i) not strip, waste, remove or demolish any portion of the Mortgaged Property, nor suffer or permit any such action; (ii) promptly comply with all laws, governmental regulations and public or private restrictions or easements, or both, of any kind affecting the Mortgaged Property or requiring any alterations or improvements to be made thereon, and (iii) not commit, suffer or permit any act upon the Mortgaged Property in violation of any law, subject to Mortgagor's right to contest the same in good faith to conclusion, as provided in paragraph 7 of this Mortgage. If any public agency or authority requires or commences any proceedings for the demolition or removal, or both, of any improvements or portions thereof comprising the Mortgaged Property due to non-compliance with health, safety, fire or building codes, then, unless Mortgagor undertakes to contest such action in the manner provided hereinabove and pursues such contest to a successful conclusion, such action will constitute a Default under this Mortgage. Mortgagor will not, without Bank's prior written consent, (i) make any material alterations, additions or improvements of or to the Mortgaged Property; (ii) make any material change in the general nature of the use or occupancy of the Mortgaged Property; (iii) institute or join or acquiesce in any action to change the existing zoning or land use classification of the Mortgaged Property, or (iv) grant easements or licenses affecting the use or operation of the Mortgaged Property. Bank and any persons authorized by Bank may enter the Mortgaged Property at all reasonable times without prior notice for inspections or for any other lawful purpose. If Mortgagor fails to comply with the requirements of this paragraph, then Bank, without waiving the option to foreclose, may take some or all measures Bank reasonably deems necessary or desirable for the maintenance, repair, preservation or protection of the Mortgaged Property, and any expenses reasonably incurred by Bank in so doing shall become part of the Debt secured hereby, and shall, at the option of Bank, become immediately due and payable, and shall bear interest at the Default Rate specified in the Note. Bank shall have no obligation to care for or maintain the Mortgaged Property, or, having taken some measures therefor, to continue same or take other measures.

(b) Reconstruction. Mortgagor shall promptly repair, restore, replace or rebuild any part of the Mortgaged Property, now or hereafter encumbered by this Mortgage which may be affected by any condemnation proceeding or which may otherwise become damaged, destroyed, lost or unsuitable for use. In the event the Mortgaged Property or any part thereof, if damaged or destroyed by fire or other casualty, Mortgagor shall immediately notify the Bank, in writing, of such damage or destruction. Mortgagor shall not cause or permit anything to be done which would or could increase the risk of fire or other hazard to the Mortgaged Property, or any part thereof, or

which would or could result in an increase in any insurance premiums payable with respect to the Mortgaged Property, or which would or could result in the cancellation of any insurance policy carried with respect to the Mortgaged Property. No part of the Mortgaged Property, including, but not limited to, any building, structure, water system, sewer system, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, now or hereafter mortgaged, shall be removed, demolished or materially altered without the prior written consent of the Bank. No top soil, sand, sod, loam, clay or gravel shall be mined, stripped, or removed from the Mortgaged Property without the written consent of the Bank. However, this shall not prevent or restrict removal of any such materials taken for excavation necessary to construct a basement, cellar or foundation footings for the erection of a building or buildings for which a building permit or permits has or have first been issued by the governmental authority having jurisdiction thereof; or for the construction of roadways constructed in accordance with plans approved by the governmental authorities having jurisdiction thereof in accordance with the Loan Agreement; provided, nevertheless, that in the event the required removals become so extensive, as determined by the Bank, as to create profit by sale of the removed portion of the Mortgaged Property, said sums shall inure to the benefit of the Bank to be applied as the Bank so directs, to the reduction of the Debt.

12. ADVANCES. If Borrowers default in the observance or performance of any of the provisions of the Loan Documents, including but not limited to obtaining and maintaining insurance, paying Impositions, and maintaining the Mortgaged Property all as required herein, then Bank, without waiving or otherwise impairing any other of its rights or remedies, at its sole option and without obligation to do so, and without demand upon Borrowers, may make any such payment or take such action as Bank deems necessary or appropriate to correct such Default, or to protect the security of the Collateral encumbered by the Loan Documents. All payments so made, together with all costs and expenses so incurred, will be added to the principal amount due under the Note and thereafter will bear interest at the rate then payable as provided for in the Note, and will be secured by the lien and security interest granted by the Security Documents. For the foregoing purposes, Bank is authorized to: (a) enter upon the Mortgaged Property; (b) appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Bank hereunder; (c) pay, purchase, contest or compromise any encumbrance, charge or lien that in the reasonable judgment of Bank appears to adversely affect the Collateral; and (d) take whatever action Bank, in its discretion, deems necessary or appropriate in exercising any such powers. Notwithstanding the foregoing, Borrowers immediately, upon Bank's demand, will pay all sums so expended by Bank with interest as stated above.

13. BOOKS AND RECORDS. Borrowers, at all times, will keep proper books of record and account in which full, true and correct entries will be made of its transactions with respect to the Collateral in accordance with generally accepted accounting principles, consistently applied, and which will properly and correctly reflect all items of income and expense in connection with the operation of the Collateral, regardless of whether such income or expense is realized by Borrowers or any other person or entity whatsoever. Bank will have the right from time to time during normal business hours to examine all such books, records and accounts at Mortgagor's office or at the office of such other person as maintains them, and to make such copies or extracts as Bank may desire, at Mortgagor's expense.

14. TAXATION OF MORTGAGE. In the event of the passage after the date of this Mortgage of any federal, state or local law deducting from the value of real property for the purpose of ad valorem taxation any lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for federal, state or local purposes, or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on any or all of the Loan Documents, Bank shall have the right to declare the Debt due on a date to be specified by not less than sixty (60) days' written notice given to Borrowers by Bank; provided, however, that such election shall be ineffective if Borrowers are permitted by law to pay the whole of such tax in addition to all other payments required hereunder, and if Borrowers, prior to such specified date, pay such tax and agree to pay any such tax (excluding, however, all taxes on the income of Bank) when thereafter levied or assessed, and such agreement shall constitute a modification of this Mortgage.

15. ASSIGNMENT OF RENTS, LEASES, PROFITS AND CONTRACT RIGHTS. Pursuant to paragraph 1 of this Mortgage, Mortgagor has irrevocably assigned and set over unto Bank all right, title, and interest of Mortgagor in and to the Rents and Contract Rights (including all leases and sales contracts now or hereafter existing relating to the Mortgaged Property) as security for the Debt, together with the right to collect and enforce the same; provided, however, so long as there shall be no Default under the Loan Documents, Mortgagor has been granted a license to collect and receive all Rents assigned hereunder in accordance with paragraph 1. Neither these assignments nor Bank's enforcement of the provisions of these assignments (including the receipt of the Rents) will operate to subordinate the lien of this Mortgage to any of the rights of any lessee or purchaser under any lease or sales contract of the Mortgaged Property, or to subject Bank to any liability to any such lessee or purchaser for the performance of any obligations of Mortgagor under any such lease or sales contract unless and until Bank agrees to such subordination or assumes such liability by an appropriate written instrument. All right, title and interest of each such lessee or purchaser in and to the Mortgaged Property, whether arising by virtue of any such lease, contract or otherwise, at all times will be and remain subject, subordinate and inferior to the lien of this Mortgage and all rights, remedies, powers and privileges of Bank arising under or by virtue of any of the Loan Documents. The assignments of Rents and Contract Rights (including leases) contained in this Mortgage are intended to provide Bank with all the rights and remedies of mortgagees pursuant to Chapter 697, Florida Statutes, as may be amended from time to time. However, in no event shall this reference diminish, alter, impair, or affect any other rights and remedies of Bank. Notwithstanding the foregoing, if Mortgagor shall have executed an Assignment of Rents constituting one of the Loan Documents, such Assignment of Rents is hereby incorporated herein by reference and shall control if in conflict with the provisions of this Mortgage.

16. LEASES AFFECTING MORTGAGED PROPERTY. The assignments contained in paragraph 1 shall not be deemed to impose upon Bank any of the obligations or duties of Mortgagor provided in any such lease (including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Mortgage and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Mortgaged Property or any part thereof), and Mortgagor will comply with and observe its obligations as landlord under all leases affecting the Mortgaged Property or any part thereof. Mortgagor has a license to collect the Rents, but shall

not accept payment of rent more than one month in advance without the prior written consent of the Bank, and only so long as there is no Default hereunder or under the other Loan Documents. Mortgagor shall receive the Rents in trust on Bank's behalf, and Mortgagor covenants to apply same to the payment of taxes and assessments upon the Mortgaged Property, to the cost of insurance and maintenance and repairs, and to the payment of the Debt, before using any part of the Rents for any other purpose.

Prior to a Default hereunder and demand by Bank for delivery of security deposits held by Mortgagor or any agent of Mortgagor to Bank or its designee, Mortgagor shall maintain all security deposits pursuant to the leases in a separate, identifiable account deposited with Bank, or any other institution acceptable to Bank, and in accordance with all applicable laws and regulations. Upon delivery of such security deposits to Bank, or upon Bank's enforcement of its security interest in such deposits, Bank shall hold such security deposits pursuant to the terms of the leases in respect of which such deposits were obtained by Mortgagor and in accordance with applicable law; provided, however, in no event shall Bank be liable to any lessee of any part of the Mortgaged Property for the return of any security deposit in any amount in excess of the amount delivered to Bank by Mortgagor. Any security deposits held by Bank shall not bear interest unless required by applicable law.

Mortgagor will: (a) not collect any of the Rents arising or accruing under any lease in advance of the time when the same shall become due, other than as required to be paid in advance by the terms of any lease, but in no event more than one (1) month in advance; (b) not pledge, transfer, mortgage or otherwise encumber or assign any of Mortgagor's interest in the leases or any Rents arising or accruing therefrom; (c) not waive, excuse, condone, discount, set-off, compromise, or in any manner release or discharge any tenant thereunder of and from any obligations, covenants, conditions and agreements by said tenant to be kept, observed and performed, including the obligation to pay the rents thereunder, in the manner at the place and time specified therein; (d) not cancel, terminate or consent to any surrender of any lease, nor modify, alter or change any of the terms thereof without the prior written consent of Bank; (e) not consent to any assignment of or subletting under any lease, whether or not in accordance with the terms thereof, without the prior written consent of Bank; and (f) not enter into, execute or deliver any leases without the prior written consent of Bank.

In the event any tenant of the Mortgaged Property should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provided for the possible termination or rejection of any of the leases assigned hereby, Mortgagor covenants and agrees that if any of the leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Bank, and any check in payment of damages for termination or rejection of any such lease will be made payable both to Mortgagor and Bank. Mortgagor hereby assigns any such payment to Bank and further covenants and agrees that upon the request of Bank, it will duly endorse to the order of Bank any such check, the proceeds of which will be applied to that portion of the Debt as Bank may elect.

From time to time, Mortgagor agrees to obtain tenant estoppel certificates from each tenant of the Mortgaged Property containing such information as may be reasonably requested by Bank.

17. DEFAULT. The occurrence of any of the following (time being of the essence as to this Mortgage and all of its provisions) constitutes a "Default" by Borrowers under this Mortgage and, at the option of Bank, under the other Loan Documents:

(a) Scheduled Payment. Borrowers' failure to make any payment required by the Note within TEN (10) DAYS of the date due (except no such "grace" period shall be applicable with respect to the final payment due at the Maturity Date of the Note) .

(b) Monetary Default. Borrowers' failure to make any other payment required by this Mortgage or the other Loan Documents within TEN (10) DAYS of the date due.

(c) Other. Borrowers' failure to perform any other obligation imposed upon Borrowers by this Mortgage or the other Loan Documents for a period of FIFTEEN (15) days [provided Borrowers are diligently proceeding to cure a non-monetary default which could not be cured within the original FIFTEEN (15) DAY grace period, and provided the Note is otherwise in good standing, Bank shall automatically extend the foregoing non-monetary grace period for an additional FIFTEEN (15) DAYS in order to allow Borrowers the opportunity to cure such non-monetary default].

(d) Representation. Any representation or warranty of Borrowers contained in this Mortgage or in any certificate delivered pursuant hereto, or in any other instrument or statement furnished in connection herewith, proves to be incorrect or misleading in any adverse respect as of the time when the same shall have been made, including, without limitation, any and all financial statements, operating statements, or schedules attached thereto, furnished by Borrowers or any Guarantor of the Debt to Bank or pursuant to any provision of this Mortgage.

(e) Bankruptcy. Borrowers, or either of them: (i) file a voluntary petition in bankruptcy or a petition or answer seeking or acquiescing in any reorganization or for an arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself pursuant to the United States Bankruptcy Code or any similar law or regulation, federal or state relating to any relief for debtors, now or hereafter in effect; or (ii) make an assignment for the benefit of creditors or admits in writing its inability to pay or fails to pay its debts as they become due; or (iii) suspend payment of its obligations or takes any action in furtherance of the foregoing; or (iv) consent to or acquiesce in the appointment of a receiver, trustee, custodian, conservator, liquidator or other similar official of Borrowers, for all or any part of the Collateral or other assets of such party, or either; or (v) have filed against it an involuntary petition, arrangement, composition, readjustment, liquidation, dissolution, or an answer proposing an adjudication of it as a bankrupt or insolvent, or are subject to a reorganization pursuant to the United States Bankruptcy Code, an action seeking to appoint a trustee, receiver, custodian, or conservator or liquidator, or any similar law, federal or state, now or hereafter in effect, and such action is approved by any court of competent jurisdiction and the order approving the same shall not be vacated or stayed within ninety (90) days from entry; or (vi) consent

to the filing of any such petition or answer, or shall fail to deny the material allegations of the same in a timely manner.

(f) Judgments. (1) A final judgment, other than a final judgment in connection with any condemnation, and including any judgment or other final determination of any contest permitted by paragraph 8 of this Mortgage, is entered against Borrowers that (i) adversely affects the value, use or operation of the Collateral, or (ii) adversely affects, or reasonably may adversely affect, the validity, enforceability or priority of the lien or security interest created by this Mortgage or the other Loan Documents, or both; or (2) execution or other final process issues thereon with respect to the Collateral; and (3) Borrowers do not discharge the same or provide for its discharge in accordance with its terms, or procure a stay of execution thereon, in any event within sixty (60) days from entry, or Borrowers shall not, within such period or such longer period during which execution on such judgment shall have been stayed, appeal therefrom or from the order, decree or process upon or pursuant to which such judgment shall have been entered, and cause its execution to be stayed during such appeal, or if on appeal such order, decree or process shall be affirmed and Borrowers shall not discharge such judgment or provide for its discharge in accordance with its terms within sixty (60) days after the entry of such order or decree or affirmance, or if any stay of execution on appeal is released or otherwise discharged.

(g) Liens. Any federal, state or local tax lien or any claim of lien for labor or materials or any other lien or encumbrance of any nature whatsoever is recorded against Borrowers or the Mortgaged Property and is not removed by payment or transferred to substitute security in the manner provided by law, within thirty (30) days after it is recorded in accordance with applicable law, or is not contested by Mortgagor in the manner permitted hereinabove.

(h) Leases. Mortgagor's default in the performance of its obligations as lessor under any lease of all or any portion of the Mortgaged Property, which default could result, in Bank's judgment, in the termination of said lease.

(i) Other Notes or Mortgages. Mortgagor's default in the performance or payment of Mortgagor's obligations under any other note, or under any other mortgage encumbering all or any part of the Mortgaged Property, if the other mortgage is permitted by Bank, whether such other note or mortgage is held by Bank or by another party.

(j) Default Under Loan Documents. Borrowers' default in the payment or performance of any of Borrowers' obligations under any of the Loan Documents, including this Mortgage and any riders hereto.

(k) Guarantor Default. Any default in the payment or performance of any obligation of any Guarantor of the Note arising under his guaranty or pursuant to any of the other Loan Documents.

(l) Mortgagor's Continued Existence. Mortgagor shall cease to exist or to be qualified to do or transact business in the State of Florida is located or be dissolved or shall be a party to a merger or consolidation, or shall sell all or substantially all of its assets.

(m) Ownership Interest of Mortgagor. If, without the prior written consent of Bank, any ownership interest of Mortgagor is issued, sold, transferred, conveyed, assigned, mortgaged, pledged, or otherwise disposed of so as to result in change of control of Mortgagor, whether voluntarily or by operation of law, and whether with or without consideration, or any agreement for any of the foregoing is entered into.

(n) Transfer of Property or Ownership. Any sale, conveyance, transfer, assignment, or other disposition of all or any part of the Collateral *(but not including the sale in the ordinary course of business of condominium units developed on the Property for which the applicable release fee has been paid)* or any beneficial ownership interest in Mortgagor in violation of the provisions hereof.

(o) False Statement. Any statement or representation of Borrowers or any Guarantor contained in the loan application or any financial statements or other materials furnished to Bank or any other lender prior or subsequent to the making of the Loan secured hereby are discovered to have been false or incorrect or incomplete.

(p) Default Under Indemnity. Borrowers or Guarantors shall default under any obligation imposed by any indemnity whether contained within any of the Loan Documents, the Hazardous Waste Certification and Indemnification, or otherwise.

18. REMEDIES. Upon the occurrence and continuance of a Default beyond the applicable grace period, if any, Bank may exercise any one or more of the following rights and remedies, in addition to all other rights and remedies otherwise available at law or in equity:

(a) Other Documents. To pursue any right or remedy provided by the Loan Documents.

(b) Acceleration. To declare the entire unpaid amount of the Debt together with all accrued and unpaid interest thereon immediately due and payable with interest to be due thereon at the Default Rate set forth in the Note.

(c) Foreclosure. To foreclose the lien of this Mortgage and obtain possession of the Collateral, by any lawful procedure.

(d) Code Rights. To exercise any right or remedy available to Bank as a secured party under the Uniform Commercial Code as adopted by the State of Florida, as it from time to time is in force and effect, with respect to any portion of the Collateral then constituting property subject to the provisions of such Code; or Bank, at its option, may elect to treat the Collateral as real property, or an interest therein, for remedial purposes.

(e) Receiver. To apply, on *ex parte* motion, to any court of competent jurisdiction for the appointment of a receiver to take charge of, manage, preserve, protect, complete construction of, rent, and operate the Mortgaged Property and any of Mortgagor's business or businesses situated thereon, or any combination thereof; to collect the Rents; to make all necessary and needed repairs; to pay all taxes, assessments, insurance premiums and all other costs incurred in connection with the Mortgaged Property; and, after payment of the expenses of the receivership, including reasonable attorneys' fees and other costs and expenses related to the enforcement of the Security Documents, and after compensation to the receiver for any of the services described herein or pursuant hereto, to apply all net proceeds derived therefrom in reduction of the Debt or in such other manner as the court shall direct. The appointment of such receiver shall be a matter of strict right to Bank, regardless of the adequacy of the security or of the solvency of any party obligated for payment of the Debt. All expenses, fees and compensation incurred pursuant to any such receivership shall be secured by the lien of this Mortgage until paid. The receiver, personally or through agents, may exclude Mortgagor wholly from the Mortgaged Property and have, hold, use, operate, manage and control the Mortgaged Property and may, in the name of Mortgagor, exercise all of Mortgagor's rights and powers to maintain, construct, operate, restore, insure and keep insured the Mortgaged Property in such manner as such receiver deems appropriate.

(f) Set-Offs. To set-off against any accounts, deposits, certificates of deposit of Borrowers and any endorsers, sureties, guarantors, and all others who are, or who may become liable for the payment of the Debt now or hereafter in the possession of Bank. Borrowers and such other parties authorize and empower Bank, in its sole discretion, at any time after the occurrence of a Default hereunder, or under the other Loan Documents, to appropriate and, in such order as Bank may elect, apply any such money, deposits, or property to the payment of the Debt.

(g) Rents. After Bank shall have given written notice to Mortgagor, to collect all rents, issues, profits, revenues, income, proceeds, or other benefits from the Collateral.

(h) Other Security. To proceed to realize upon any and all other security for the Debt in such order as Bank may elect; no such action, suit, proceeding, judgment, levy, execution or other process will constitute an election of remedies by Bank or will in any manner alter, diminish or impair the lien and security interest created by this Mortgage or any other Security Documents unless and until the Debt is paid in full.

(i) Advances. To advance such monies and take such other action as is authorized herein.

19. WAIVER OF CERTAIN RIGHTS. Borrowers will not claim, take or insist upon any benefit or advantage of any present or future stay, extension, redemption or moratorium law that may affect Borrowers' obligations hereunder, or any law providing for the valuation or appraisal of the Mortgaged Property or any portion thereof prior to any sale or sales that may be made under or by virtue of this Mortgage. Borrowers, for themselves and all who may claim under Borrowers, waive, to the extent that they lawfully may, all rights to have the Mortgaged Property and any other security for the Debt marshaled upon any foreclosure or otherwise.

20. FURTHER ASSURANCES. Borrowers, from time to time, will execute, acknowledge, subscribe and deliver to or at the direction of Bank such documents and further assurances as Bank may reasonably require for the purpose of evidencing, perfecting or confirming the lien and security interest created by this Mortgage, or the security intended to be afforded by the Loan Documents, or both. Without limitation of the foregoing, Borrowers will defend, indemnify and hold Bank harmless with respect to any suit or proceeding in which the validity, enforceability or priority of the lien or security interest, or both, is endangered or contested, directly or indirectly, and will provide Bank with such security for the defense of any such suit or proceeding as Bank reasonably may require. If Borrowers fail to undertake the defense of any such claim in a timely manner, or fail to furnish Bank with reasonable security for such defense, or, in Bank's sole but reasonable determination, fails to prosecute such defense with due diligence, then Bank is authorized to take, at the expense of Borrowers, all necessary and proper action in defense of any such claim, including the retention of legal counsel, the prosecution or defense of litigation and the compromise or discharge of claims, including payment of all costs and reasonable attorneys' fees. All costs, expenses and losses, if any, so incurred by Bank, including reasonable attorneys' fees, regardless of whether suit is brought and, if suit is brought, for all administrative, trial and appellate proceedings, if any, will constitute advances by Bank as provided in paragraph 12.

21. CUMULATIVE RIGHTS AND NON-WAIVER. No right or remedy conferred upon or reserved to Bank by this Mortgage or in any of the other Loan Documents is intended to be exclusive of any other right or remedy; and each and every right and remedy is cumulative and in addition to any other right or remedy otherwise available. Every right, power, privilege and remedy granted Bank by this Mortgage or any of the other Loan Documents, or both, or otherwise available at law or in equity may be exercised by Bank from time to time as often as Bank deems expedient until the Debt is paid in full. Bank's failure to insist at any time upon the strict observance or performance by Borrowers of any of the provisions of this Mortgage or in any of the other Loan Documents, or to exercise any right or remedy provided for in this Mortgage or in any of the other Loan Documents, will not impair any such right or remedy or be construed as a waiver or relinquishment thereof for the future. Receipt by Bank of any payment required to be made pursuant to any of the Loan Documents with knowledge of the breach of any provision of any of the Loan Documents will not constitute a waiver of such breach. In addition to all other remedies provided in this Mortgage, Bank will be entitled, to the extent permitted by applicable law, to injunctive relief in the case of a violation or attempted or threatened violation of any of the provisions of the Loan Documents or to a decree ordering performance of any of the provisions of any of the foregoing.

22. JUDGMENT. Bank may seek and recover a judgment for all amounts due and payable in accordance with the Note or under this Mortgage either before, after or during the pendency of any other proceedings or action to obtain relief under or with respect to any of the Loan Documents. Bank's right to seek and recover any such judgment will not be affected by obtaining any other such relief. Bank will continue to be entitled to enforce payment of, and to seek and recover a judgment for, any portion of the Debt remaining due and payable after the application of any proceeds of any sale of the Collateral pursuant to law. Neither the lien nor security interest of this Mortgage, nor any rights or remedies of Bank hereunder or under any of the Loan Documents, will be impaired in any way by the recovery of any judgment by Bank against Borrowers or any guarantor of the Debt, or by

the levy of an execution under such judgment upon any portion of the Collateral, until the Debt is paid in full.

23. INDEMNIFICATION. Mortgagor has read and does hereby approve the legal description of the Land which is the subject of this Mortgage as set forth in Exhibit "A" attached hereto, and hereby indemnifies Bank, its successors or assigns, and their attorneys with respect to any liability which might arise as a consequence of Chapter 697, Florida Statutes, or any successors or amendments thereto.

24. RELEASES AND EXTENSIONS BY BANK. Bank, from time to time, without notice to any person and without affecting the liability of Borrowers or of any Guarantor or of any other person (other than any person expressly released by Bank in writing) for the payment of any of the Debt, and without affecting the priority or extent of the lien and security interest of this Mortgage (except as to property specifically released by Bank in writing), may do any or all of the following: (i) release in whole or in part any person liable for payment of any or all of the Debt, or (ii) extend the time or otherwise alter the terms of payment of the Debt, in whole or in part, or (iii) accept additional or substitute security of any kind, or (iv) release or otherwise deal with all or any portion of the Collateral.

25. NOTICES. Any notice or demand that must or may be given or made in connection with this Mortgage must be in writing and, unless receipt is expressly required, will be deemed given, delivered or made, as the case may be, when delivered by personal delivery or when mailed by Express Mail, by overnight delivery service of a nationally-recognized company, or by certified or registered mail, return receipt requested, in any event, with sufficient postage affixed, and addressed to the parties at the addresses written on the first page of this Mortgage or on the signature pages of this Mortgage. Such addresses may be changed by notice pursuant to this paragraph. Notice of change of address is effective only upon receipt. All of the persons executing this Mortgage as Mortgagor severally agree that a single notice to Mortgagor in the manner provided in this paragraph will be effective to bind each such person for all purposes.

26. ESTOPPEL LETTERS. As and when, from time to time, requested by either Mortgagor or Bank, and within ten (10) days after any such request, Mortgagor or Bank, as the case may be, will execute and deliver to or at the direction of Bank or Mortgagor, as the case may be, such estoppel letters certifying such matters relating to this Mortgage or the Loan Documents, or both, as may reasonably be required.

27. TRANSFER. Mortgagor may not sell, convey, assign, transfer or otherwise dispose of any interest in all or any portion of the Collateral (*not including the sale in the ordinary course of business of condominium units developed on the Property for which the applicable release fee has been paid*), or any ownership interest in Mortgagor, without Bank's prior written consent, which consent may be withheld in Bank's sole discretion. Whether such transfer is voluntary or involuntary, or by operation of law (other than in connection with the death, disability or incompetency of any individual Mortgagor), any such transfer will be void as to Bank, and constitute an immediate Default under this Mortgage, without notice, in the sole discretion of Bank. Bank's consent to any

transfer, sale, or conveyance hereunder shall not be deemed a consent to any subsequent transfer, sale, or conveyance for which Bank's prior written approval has not been obtained.

28. FUTURE ADVANCES. This mortgage is given to secure not only the existing Debt, but also such future advances, whether such advances are obligatory or are to be made at the option of Bank, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of Debt that may be so secured may decrease or increase from time to time, but the maximum possible principal debt so secured at one time shall not exceed SEVENTEEN MILLION AND NO/100 DOLLARS (\$17,000,000.00), plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on such disbursements at the rate then in effect pursuant to the terms of the Note.

29. GENERAL. The provisions of this Mortgage inure to the benefit of Bank and its successors and assigns, and bind all persons executing this Mortgage as Mortgagor or Borrowers and their respective heirs, legal representatives, successors and assigns, jointly and severally, and all persons now or hereafter claiming any right, title and interest in and to any of the property, real, personal or mixed, tangible or intangible, now or hereafter existing or any substitutions or replacements thereof and described in this Mortgage as the Collateral. Time is of the essence to this Mortgage and each of its provisions. The provisions of this Mortgage are to be interpreted, construed, applied and enforced in accordance with the laws of the State of Florida, regardless of where this Mortgage is executed, delivered or breached, or where any payment or other performance required by this Mortgage is made, where any action or other proceeding involving this Mortgage is instituted, or whether the laws of the State of Florida otherwise would apply the laws of another jurisdiction; the foregoing choice of law provisions will apply to the Loan Documents. The provisions of the Loan Documents are severable at Bank's option so that if any provision is declared by a court of competent jurisdiction to be invalid or unenforceable, no other provision will be affected by such invalidity or unenforceability, but will remain in force and effect according to its original terms, if Bank so elects. Wherever used in this Mortgage or the other Loan Documents, or both, and unless expressly provided otherwise: (i) use of the singular includes the plural, and vice versa; (ii) use of one gender includes all genders; (iii) use of the term "include" or "including" is always without limitation; (iv) use of the words, "should," "must" and "will" has the same legal effect as the use of the word "shall"; (v) the term "day" means a banking day which shall be a day on which Bank and other banks are open for the transaction of business, excluding any national holidays, and any performance which would otherwise be required on a day other than a banking day shall be timely performed in such instance, if performed on the next succeeding banking day; (vi) any definition herein incorporating one or more documents or items shall refer to such items "singularly and collectively", and (vii) "person" means any natural person or artificial entity having legal capacity. Paragraph headings and subheadings are for indexing purposes only and are not to be used to interpret, construe, apply or enforce the provisions of this Mortgage. Borrowers and Bank intend the provisions of this Mortgage and the other Loan Documents to be interpreted, construed, applied and enforced so as to avoid inconsistencies or conflicting results; but if any such inconsistency or conflict necessarily occurs, Borrowers and Bank intend that the provisions of the

Loan Agreement control unless otherwise provided therein. This Mortgage may be amended only by a written instrument executed by Borrowers and Bank with the same formalities as this Mortgage.

30. SATISFACTION. The lien and security interest provided by the Loan Documents will continue unimpaired and in full force and effect unless and until the Debt is paid in full, whereupon such lien and security interest will be without further force or effect. Until this Mortgage shall be satisfied of record, Mortgagor hereby waives for itself, and all subsequent successors in title to the Mortgaged Property, any right it may now have or hereafter have, pursuant to Florida Statutes Chapter 697, as amended from time to time, to file for record a notice limiting the maximum amount which may be secured by this Mortgage.

31. DEPOSITS. Bank may, at its option, at any time require Mortgagor to make monthly deposits with Bank of a sum equivalent to one-twelfth (1/12) of the annual real and tangible personal property taxes assessed with respect to the Mortgaged Property and one-twelfth (1/12) of the annual premiums for all insurance required to be maintained by this Mortgage. In addition, if required by Bank, Mortgagor shall also deposit with Bank a sum of money which, together with the aforesaid monthly deposits, will be sufficient to make each of such payments for taxes and insurance at least ten (10) days prior to the date such payments are due. The amount of such taxes, assessments, and premiums, when unknown, will be estimated by Bank in good faith. Such deposits may be commingled with Bank's general funds; Bank will not be liable for any interest on account of such deposits. To the extent sufficient, such deposits will be applied by Bank to the payment of such taxes, assessments, and premiums, when due, upon Mortgagor's presentation of bills therefor; but Bank will have no obligation to make any such payment except to the extent of such deposits. Any insufficiency of such deposits will be paid by Mortgagor to Bank on demand. Upon any Default by Mortgagor under this Mortgage, Bank may apply all such deposits to the Debt in such order as Bank may elect. The enforceability of Mortgagor's covenants relating to taxes, assessments, and insurance provided in this Mortgage will not be altered, diminished, impaired, or otherwise affected by the provisions of this paragraph except insofar as such obligations are actually met by Mortgagor's compliance with this paragraph. Bank, at its sole option, has agreed initially to waive the provisions of this paragraph. While such waiver is in effect, Mortgagor will pay all taxes, assessments, and insurance premiums as provided elsewhere in this Mortgage. Bank shall have the right to reinstate the provisions of this paragraph in the event Mortgagor fails to pay any such sum when due or in the event Bank reasonably believes that Mortgagor does not have the financial wherewithal to make such payments when due.

32. MORTGAGOR AS TENANT HOLDING OVER. In the event of a foreclosure sale of the Mortgaged Property, Mortgagor shall be deemed a tenant holding over and shall forthwith deliver possession to Bank or any purchaser or purchasers at such sale or be summarily dispossessed according to provisions of the law of the State of Florida applicable to tenants holding over.

33. TIME OF THE ESSENCE. Time is of the essence with respect to each and every covenant, agreement, and obligation of Mortgagor under this Mortgage and the other Loan Documents, and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Loan.

34. ORAL MODIFICATION INEFFECTIVE. No term of this Mortgage or any other of the Loan Documents, or such documents, may be waived, changed, modified, discharged, or terminated except by an instrument in writing signed by the party against which enforcement of the waiver, change, modification, discharge, or termination is sought.

35. HAZARDOUS SUBSTANCES. Mortgagor hereby represents and warrants to Bank: (a) that neither Mortgagor nor any of its subsidiaries is in violation of any judgment, decree, order, law, license, rule, or regulation pertaining to environmental matters, including, without limitation, those arising under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Water Pollution Control Act, the Toxic Substances Control Act, or any state or local statute, regulation, ordinance, order, or decree relating to health, safety, or the environment (hereinafter "Environmental Laws"); (b) that neither Mortgagor nor any of its subsidiaries has received notice that it or any of its tenants has been identified by the United States Environmental Protection Agency as a potentially responsible party under CERCLA with respect to a site listed on the National Priorities List, 40 C.F.R. Part 300 Appendix B (1986); nor has Mortgagor or any of its subsidiaries received any notification that any hazardous waste, as defined by 42 U.S.C. §6093(5), any hazardous substances as defined by 42 U.S.C. §9601(14), any "pollutant or contaminant" as defined by 42 U.S.C. §9601(33) and any toxic substance, hazardous materials, oil or other chemicals or stances regulated by any Environmental Laws ("Hazardous Substances") which it has disposed of has been found at any site on which a federal or state agency is conducting a remedial investigation or other action pursuant to any Environmental Law; (c) (i) no portion of the Mortgaged Property has been used for the handling, processing, storage, or disposal of Hazardous Substances and no underground tank or other underground storage receptacle for Hazardous Substances is located on the Mortgaged Property, (ii) in the course of its activities, neither Mortgagor nor any of its subsidiaries has generated or is generating any hazardous waste on the Mortgaged Property, (iii) there have been no releases (i.e., any past or present releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping) of Hazardous Substances by Mortgagor or any of its subsidiaries on, upon, or into the Mortgaged Property, which releases would have a material adverse effect on the value of the Mortgaged Property. In addition, to the best of Mortgagor's knowledge, there have been no such releases on, upon, or into any real property in the vicinity of the Mortgaged Property which, through soil or groundwater contamination, may have come to be located on the Mortgaged Property; (d) that no asbestos, oil, petroleum or chemical liquids or solids, liquid or gaseous products, or hazardous or toxic substances, within the meaning of any applicable statute or regulation, are presently stored or otherwise located on or under the Mortgaged Property or on or under any adjacent and contiguous real property owned by Mortgagor or any related entity or affiliate of Mortgagor; (e) that no release of any such hazardous or toxic substance has occurred on the Mortgaged Property or on any adjacent and contiguous real property owned by Mortgagor or any related entity or affiliate of Mortgagor; (f) that no part of the Mortgaged Property or any adjacent and contiguous real property owned by Mortgagor or any related entity or affiliate of Mortgagor, including the groundwater located thereon, is presently contaminated by such hazardous or toxic substance; and (g) that Mortgagor has not received any notice from any governmental agency or authority or from any tenant under a lease with respect to any such release of hazardous or toxic

materials onto the Mortgaged Property or adjacent parcels of real property. Mortgagor further covenants and agrees with Bank that, throughout the term of the Note: (h) the Mortgaged Property shall be operated and maintained in compliance with all governmental or regulatory requirements; (i) Mortgagor shall maintain or procure all necessary permits, licenses, and certificates required by federal, state, and local laws throughout the Loan term; (j) all hazardous or toxic substances, within the definition of any applicable statute or regulation, which may be used by any person for any purpose upon the Mortgaged Property, shall be used or stored thereon only in a safe and approved manner, in accordance with all industrial standards and all laws, regulations and requirements for such storage promulgated by any applicable governmental agency or authority; (k) other than as described in (j) above, the Mortgaged Property will not be used for the purpose of storing such substances; and (l) other than as described in (j) above, no such storage or use will otherwise be allowed on the Mortgaged Property (whether through leases with tenants who might store or use hazardous substances or otherwise) which will cause, or which will increase the likelihood of causing, the release of such hazardous or toxic substances onto the Mortgaged Property. Mortgagor shall immediately notify Bank of any failure to comply under this paragraph or receipt of any notice of violation or third party complaint. Mortgagor hereby agrees to indemnify and save and hold Bank harmless of and from all claims, damages, loss, liabilities, penalties, fines, remedial action requirements, and enforcement actions, along with the costs and attorneys' fees incurred by Bank in defending Mortgagor's use, generation, transportation, and disposal, release, or threatened release of hazardous substances, including without limitation, asbestos-containing materials or damage whatsoever incurred by Bank arising out of or by reason of any violation of any applicable statute or regulation for the protection of the environment which occurs upon the Mortgaged Property, or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation, including without limitation any lien arising pursuant to any so-called "Super Fund" or "Super Lien" legislation; provided, however, that to the extent that Bank is strictly liable under any such statute or regulation, Mortgagor's obligation to Bank under this indemnity shall likewise be without regard to fault on the part of Mortgagor with respect to the violation of law which results in liability to Bank. A default under this paragraph shall constitute a Default under this Mortgage. It is expressly acknowledged by Mortgagor that this indemnification shall survive any foreclosure of the lien and security interest of this Mortgage or the discharge of this Mortgage and shall inure to the benefit of Bank, its successors and assigns.

36. PARTIAL RELEASES OF COMPLETED CONDOMINIUM UNITS. Provided the Note is in good standing and Borrowers are not in default under any Loan Documents, Bank shall release individual condominium units from the lien of the Mortgage upon sale of such units at prices approved by Bank provided that: (i) Bank has approved the Declaration of Condominium for the Project and Bank has joined in such Declaration; (ii) the Improvements have been substantially completed and all necessary requirements under Florida and federal statutory law have been first complied with; and (iii) Mortgagor pays to Bank a release fee equal to: (1) 87% of the gross sales price of the unit for units where buyer deposits are used for construction and (2) 97% of the gross sales price of the unit for all other units.

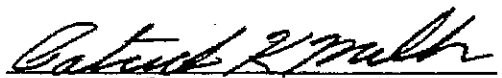
37. WAIVER OF JURY TRIAL. By acceptance hereof, the parties mutually agree that neither party, nor any partner, assignee, successor, heir, or legal representative of the parties (all of

whom are hereinafter referred to as the "Parties") shall seek a jury trial in any lawsuit, proceedings, counterclaim, or any other litigation procedure based upon or arising out of this Mortgage or any instrument evidencing, securing, or relating to the Indebtedness and other obligations evidenced hereby, any related agreement or instrument, any other Collateral for the Indebtedness evidenced hereby or the dealings or the relationship between or among the Parties, or any of them. None of the Parties will seek to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial has not been waived. The provisions of this paragraph have been fully negotiated by the Parties. The waiver contained herein is irrevocable, constitutes a knowing and voluntary waiver and shall be subject to no exceptions. Bank has in no way agreed with or represented to any of the Parties that the provisions of this paragraph will not be fully enforced in all instances.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered on the day and year first above written.


Signed, sealed and delivered
in the presence of:

Cape Haze Windward Partners, Inc.,
a Florida corporation



Print Name: PATRICK K MILLER


By:

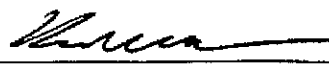

Steven D. Cummings
President


Print Name: KENNETH D. JOHNSON

Signed, sealed and delivered
in the presence of:

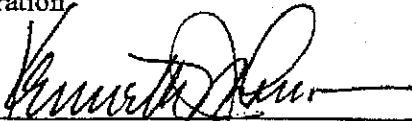

Print Name: PATRICK K MILLER


Print Name: KENNETH D. JOHNSON


KENNETH D. GOODMAN, as Trustee
of the Cape Charlotte Investment Trust
dated November 21, 2003

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT was acknowledged before me on this 31st day of December, 2003, by STEVEN D. CUMMINGS, () who is personally known to me or (X) who produced his driver's license as identification, as President and on behalf of CAPE HAZE WINDWARD PARTNERS, INC., a Florida corporation.

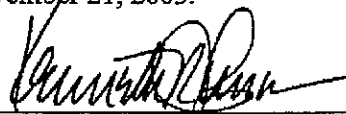

Notary Public
Print Name: KENNETH R. JOHNSON
State of Florida at Large
My Commission Expires:

(Notary Seal)



STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT was acknowledged before me on this 31st day of December, 2003, by KENNETH D. GOODMAN, (X) who is personally known to me or () who produced his driver's license as identification, as Trustee and on behalf of the CAPE CHARLOTTE INVESTMENT TRUST dated November 21, 2003.


Notary Public
Print Name: KENNETH R. JOHNSON
State of Florida at Large
My Commission Expires:

(Notary Seal)



CAKRI/Orion Bank
Cape Haze Loan
Mortgage

EXHIBIT "A"

TRACT "C" AND TRACT "D", CAPE HAZE WINDWARD SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 59A - 59D, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

LESS & EXCEPT: (O.R. BOOK 1277, PAGE 2110)

TRACT "C" AND A PORTION OF TRACT "D", CAPE HAZE WINDWARD, A SUBDIVISION AS RECORDED IN PLAT BOOK 15, PAGES 59A - 59D, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION OF CAPE HAZE DRIVE AND EASTWIND DRIVE AS SHOWN ON PAGE 59G OF THE RECORD PLAT OF CAPE HAZE WINDWARD.

THENCE S 84° 19' 15" E ALONG THE CENTERLINE A DISTANCE OF 533.26 FEET; THENCE N 5° 40' 45" E, A DISTANCE OF 30.0 FEET TO THE NORTH RIGHT-OF-WAY OF EASTWIND DRIVE ALSO BEING THE POINT OF BEGINNING; THENCE N 84° 19' 15" W, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 468.26 FEET TO A POINT OF CURVATURE; THENCE N 39° 19' 15" W ALONG THE CHORD LINE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 25.0 FEET AND A DELTA OF 90, A CHORD DISTANCE OF 35.35 FEET TO A POINT OF TANGENCY; THENCE N 05° 40' 45" E, A DISTANCE OF 121.19 FEET TO A POINT OF TANGENCY; THENCE N 05° 40' 45" E, A DISTANCE OF 121.19 FEET TO A POINT OF CURVATURE; THENCE N 04° 13' 55" W, ALONG THE CHORD LINE OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 540.0 FEET AND A DELTA OF 19° 48' 23", A CHORD DISTANCE OF 185.90 FEET TO A POINT OF REVERSE CURVATURE; THENCE N 27° 33' 11" E ALONG THE CHORD LINE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 25.0 FEET, A DELTA OF 83° 23' 38", A CHORD DISTANCE OF 33.25 FEET TO THE POINT OF TANGENCY; THENCE N 69° 15' 00" E, A DISTANCE OF 284.93 FEET TO A POINT OF CURVATURE; THENCE N 67° 41' 55" E ALONG THE CHORD LINE OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 2,310.0 FEET AND A DELTA OF 3° 06' 09", A CHORD DISTANCE OF 125.06 FEET; THENCE S 20° 45' 00" E, A DISTANCE OF 271.0 FEET; THENCE S 69° 15' 00" W, A DISTANCE OF 111.00 FEET; THENCE S 20° 45' 00" E, A DISTANCE OF 283.19 FEET TO THE POINT OF BEGINNING.

EXHIBIT "E"
LEGAL DESCRIPTIONS

LEGAL DESCRIPTION - CONDOMINIUMS

CONDOMINIUM UNITS #202, 203, 205 AND 303 IN BUILDING #1 AND CONDOMINIUM UNITS #202, 203, 303 AND 404 IN BUILDING #2, OF THE PRESERVE AT WINDWARD, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF FILED IN OFFICIAL RECORDS BOOK 2610 AT PAGE 2109 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

LEGAL DESCRIPTION - PARCEL ONE VACANT LAND

A PORTION OF TRACT "D", CAPE HAZE, WINDWARD SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGES 59A - 59O, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT "D"; THENCE NORTH 02° 17' 39" WEST ALONG THE EAST LINE OF SAID TRACT "D", A DISTANCE OF 868.27 FEET TO THE NORTHEAST CORNER OF SAID TRACT "D"; SOUTH 89° 36' 15" WEST, ALONG THE NORTH LINE OF SAID TRACT "D", A DISTANCE OF 273.70 FEET; THENCE SOUTH 00° 23' 45" EAST, A DISTANCE OF 214.29 FEET; THENCE SOUTH 60° 16' 22" WEST, A DISTANCE OF 27.79 FEET; THENCE SOUTH 01° 28' 22" WEST, A DISTANCE 71.63 FEET; THENCE SOUTH 76° 51' 15" EAST, A DISTANCE OF 37.42 FEET; THENCE SOUTH 76° 51' 15" EAST, A DISTANCE OF 37.42 FEET; THENCE SOUTH 00° 50' 57" WEST, A DISTANCE OF 68.56 FEET; THENCE SOUTH 29° 05' 08" EAST, A DISTANCE OF 92.27 FEET; THENCE SOUTH 01° 46' 23" WEST, A DISTANCE OF 121.35 FEET; THENCE SOUTH 52° 59' 15" WEST, A DISTANCE OF 49.76 FEET; THENCE SOUTH 13° 31' 42" EAST, A DISTANCE OF 117.79 FEET; THENCE SOUTH 71° 50' 46" EAST, A DISTANCE OF 56.53 FEET; THENCE SOUTH 06° 56' 03" WEST, A DISTANCE OF 98.08 FEET; THENCE SOUTH 83° 3' 57" EAST ALONG THE NORTH RIGHT-OF-WAY OF EASTWIND DRIVE, A DISTANCE OF 228.39 FEET TO THE POINT OF BEGINNING. CONTAINING 5.16 AC. ±

LEGAL DESCRIPTION - PARCEL TWO VACANT LAND

A PORTION OF TRACT "D", CAPE HAZE WINDWARD SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGES 59A-59O, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA. BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "D"; THENCE NORTH 02° 17' 39" WEST, ALONG THE EAST LINE OF SAID TRACT "D"; A DISTANCE OF 868.27 FEET TO THE NORTHEAST CORNER OF SAID TRACT "D"; THENCE SOUTH 89° 36' 15" WEST ALONG THE NORTH LINE OF SAID TRACT "D", A DISTANCE OF 273.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89° 36' 15" WEST, A DISTANCE OF 68.57 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF ARLINGTON DRIVE (80' R/W) AND THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY HAVING AS ELEMENTS, A RADIUS OF 107.78 FEET, A CENTRAL ANGLE OF 77° 53' 59", A CHORD BEARING OF SOUTH 23° 33' 06" WEST, AND A CHORD LENGTH OF 135.51 FEET; THENCE ALONG ARC OF SAID CURVE AND SAID RIGHT-OF-WAY, A DISTANCE OF 146.54 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 62° 29' 59" WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 279.62 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING AS ELEMENTS A RADIUS OF 2310.00 FEET, A CENTRAL ANGLE OF 01° 44' 30", A CHORD BEARING OF SOUTH 63° 22' 14" WEST, AND A CHORD LENGTH OF 70.22 FEET; THENCE ALONG ARC OF CURVE AND SAID RIGHT-OF-WAY, A DISTANCE OF 70.22 FEET; THENCE SOUTH 27° 41' 20" EAST LEAVING SAID RIGHT-OF-WAY, A DISTANCE OF 158.58 FEET; THENCE NORTH 59° 54' 18" EAST, A DISTANCE OF 45.28 FEET; THENCE SOUTH 31° 23' 27" EAST, A DISTANCE OF 44.93 FEET; THENCE NORTH 59° 12' 54" EAST, A DISTANCE OF 168.28 FEET; THENCE NORTH 66° 35' 21", A DISTANCE OF 139.72 FEET; THENCE NORTH 01° 28' 22" EAST, A DISTANCE OF 71.63 FEET; THENCE NORTH 60° 16' 22" EAST, A DISTANCE OF 29.79 FEET; THENCE NORTH 00° 23' 45" WEST, A DISTANCE OF 214.29 FEET TO THE POINT OF BEGINNING. CONTAINING 2.03 AC. ±