

IN THE CIRCUIT COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT, IN AND
FOR BROWARD COUNTY, FLORIDA

GERARD R. COLLINS and Additional
Lenders organized by M.A.M. C.
Incorporated, and M.A.M.C. Incorporated,
a Florida corporation,

CASE NO.

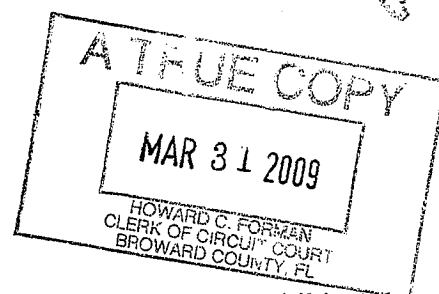
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Plaintiffs,

v.

V-STRATEGIC GROUP, LLC, a Florida
limited liability company, JUAN CARLOS
VENTURA, an individual, and JOSE M.
VENTURA, an individual,

Defendants.



COMPLAINT

Plaintiffs, Gerard R. Collins and the Additional Lenders identified on Exhibit A hereto and M.A.M.C. Incorporated, a Florida corporation, sue Defendants, V-Strategic Group, LLC, a Florida limited liability company, Juan Carlos Ventura, an individual, and Jose M. Ventura, an individual, and allege as follows:

1. This is an action to foreclose a mortgage that exceeds \$15,000 on real property in Broward County, Florida.
2. Plaintiffs Gerard R. Collins and the Additional Lenders identified on **Exhibit A** hereto (collectively, "Lenders") are a group of lenders organized by M.A.M.C. Incorporated as successor in interest to Berman Mortgage Corporation d/b/a BMC Loan Servicing. Of the Lenders, Universal Chemical and Supply Corp. acquired its interest through assignment from Harold M. Braxton; Med Properties IV, LLC acquired its interest through assignment from

Lawrence Feldman; and Camelot Holdings, L.P. acquired its interest through assignment from SLJ Properties, Inc.

3. Plaintiff M.A.M.C. Incorporated ("MAMC") is a Florida corporation with its principal place of business in Coconut Grove, Florida.

4. Defendant V-Strategic Group, LLC ("V-Strategic") is a Florida corporation with its principal place of business in Miami, Florida.

5. Defendant Juan Carlos Ventura ("Juan Ventura") is an individual over the age of 18 and is a citizen and resident of the State of Florida.

6. Defendant Jose M. Ventura ("Jose Ventura") is an individual over the age of 18 and is a citizen and resident of the State of Florida.

7. Venue is proper in this county under section 47.011 of the Florida Statutes as the real property at issue is located in Broward County, Florida.

GENERAL ALLEGATIONS

8. On December 21, 2005, V-Strategic executed and delivered a Promissory Note ("Note") and a First Mortgage and Security Agreement ("Mortgage") securing payment of the Note to the Lenders. The Mortgage was recorded on January 10, 2006 in Official Records Book 41242 at Page 389 of the Public Records of Broward County, Florida and mortgaged the property described in the Mortgage, including the real property and all buildings, improvements, fixtures, personal property, easements, rights of way, leases, and goods, all as further described in the Mortgage, relating or appertaining to said real property described as follows (collectively, the "Property"):

Parcel "D", Three Islands 2nd Section, according to the plat thereof, as recorded in Plat Book 77, Page(s) 37, Public Records of Broward County

9. On or about December 21, 2005, V-Strategic executed and delivered an Assignment of Leases and Rentals which assigned to V-Strategic all of its interests in the leases and the rents, issues and profits of the property at issue.

10. True and correct copies of the Note, Mortgage and Assignment of Leases and Rentals are attached hereto as **Exhibits B, C and D**, respectively.

11. On or about January 13, 2006, the Note and Mortgage were modified by the Modification of Note, Mortgage and Related Loan Documents ("First Modification") and the Future Advance Promissory Note ("Amended Note") to include an additional advance such that the total principal amount of the loan was increased from \$6,000,000 to \$8,000,000,000. True and correct copies of the First Modification and the Amended Note are attached hereto as **Exhibits E and F**, respectively.

12. On or about June 1, 2008, the Note and Mortgage as amended were further modified by the Second Modification of Note, Mortgage and Related Loan Documents ("Second Modification") to recapitalize the outstanding balance and all accrued, unpaid and past due interest. A true and correct copy of the Second Modification is attached hereto as **Exhibit G**.

13. The Note, Mortgage, First Modification, Amended Note and Second Modification are referred to herein as the "Loan Documents."

14. Pursuant to a written Individual Guaranty ("Guaranty"), dated December 21, 2005, Juan Ventura and Jose Ventura personally guaranteed the full and prompt payment of the obligations under the Note, including any modifications thereto. A true and correct copy of the Guaranty is attached hereto as **Exhibit H**.

15. The Lenders own and hold the Note and Mortgage and the rights secured by the Loan Documents. MAMC is the appointed servicing agent for the Lenders, and has an interest in this litigation by virtue of its loan servicing fee.

16. The property is currently owned by Defendant V-Strategic, the mortgagor on the Mortgage. A copy of the deed is attached hereto as **Exhibit I**.

17. Defendant V-Strategic defaulted under the Loan Documents by failing to pay the payment due on December 1, 2007 and all subsequent payments due under Loan Documents.

18. Lenders declare the full amount payable under the Loan Documents to be due.

19. Juan Ventura and Jose Ventura are obligated to pay the full amount due under the Loan Documents by virtue of the Guaranty.

20. As of March 25, 2009, Defendants owe Plaintiff \$10,487,070.11 due in principal and interest on the Loan Documents, plus continuing interest, title search expense for ascertaining necessary parties to this litigation, and attorneys' fees incurred in connection with this action. Under the terms of the parties' agreements, the interest obligations will continue to accrue at the rate of \$6,101.67 per day.

21. Plaintiffs have engaged counsel to prosecute this action and are obligated to pay Plaintiffs' attorneys a reasonable fee for the attorneys' services.

22. All applicable conditions precedent have been satisfied or waived.

COUNT I - FORECLOSURE

23. Plaintiffs incorporate the allegations in paragraphs 1 through 22 as if fully set forth herein.

24. Defendant V-Strategic has defaulted under the Loan Documents by failing to make the payments due.

25. Lenders declared the full amount payable under the Loan Documents to be due.

26. Defendant V-Strategic has been provided with notice of default and acceleration.

27. The failure by Defendant V-Strategic to pay the amounts due constitutes a default under the Loan Documents, and Lenders are entitled to foreclose upon the Property under the terms of the Loan Documents.

WHEREFORE, Plaintiffs demand judgment on Count I against V-Strategic Group, LLC foreclosing the mortgage and Assignment of Leases and Rentals and granting, if the proceeds of the sale are insufficient to pay Plaintiffs' claim, a deficiency judgment in the favor of Plaintiffs.

COUNT II – BREACH OF PROMISSORY NOTE

28. Plaintiffs incorporate the allegations in paragraphs 1 through 22 as if fully set forth herein.

29. Defendant V-Strategic entered into a Note with Lenders, dated December 21, 2005, and an Amended Note, dated January 13, 2006.

30. Defendant V-Strategic breached the Note and Amended Note by failing to make the payments when due.

31. The breach by V-Strategic has caused damages to Plaintiffs, including the amounts due under the Note and the Amended Note, the loan servicing fee, and the attorneys' fees and expenses incurred in bringing this action.

WHEREFORE, Plaintiffs respectfully demand on this Count II against V-Strategic Group, LLC and request that the Court enter an Order awarding Plaintiffs monetary damages, attorney's fees, and costs.

COUNT III – BREACH OF GUARANTY

32. Plaintiffs incorporate the allegations in paragraphs 1 through 22 as if fully set forth herein.

33. Pursuant to a written Individual Guaranty ("Guaranty"), dated December 21, 2005, Juan Ventura and Jose Ventura personally guaranteed the full and prompt payment of the obligations under the Note.

34. Juan Ventura and Jose Ventura have breached the Guaranty by failing to pay the amounts due under the Note when due.

35. The breach by Juan Ventura and Jose Ventura has caused damages to Plaintiffs, including the amounts due under the Note, the loan servicing fee, and the attorneys' fees and expenses incurred in bringing this action.

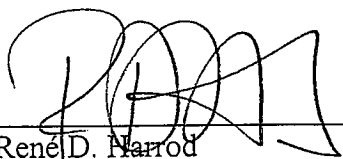
WHEREFORE, Plaintiffs respectfully demand on this Count III against Juan Ventura and Jose Ventura and request that the Court enter an Order awarding Plaintiffs monetary damages, attorney's fees, and costs.

Dated: March 31, 2009.

Respectfully Submitted,

BERGER SINGERMANN
Attorneys for Plaintiffs
350 East Las Olas Boulevard, Suite 1000
Fort Lauderdale, FL 33301
Telephone: (954) 525-9900
Facsimile: (954) 523-2872

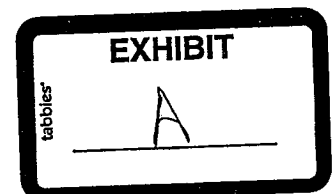
By: _____


René D. Narrod
Florida Bar No. 627666

1101962-5

LOAN FUNDING: 159456-V-STRATEGIC GROUP, INC.

Lender Name	Pct Owned
Abba E. Borowich	0.333%
Achelis LTD.	0.167%
Agueda Balboa-Pol	0.417%
Alan Cohn Trustee for the Alan W. Cohn Revocable Trus	1.667%
Albert J. Kaplan Irrev. Trust, Leah Kaplan, Trustee	0.083%
Alejandro Hugo Tacsir	0.167%
Alexa S. Rossy	0.167%
Arthur Feinberg Rollover IRA	0.417%
Audrey Mannoni	0.167%
Barbara C. Woolverton	0.833%
Barry Kendall IRA	0.833%
Batya Bayes &/or Michelle Bayes &/orJaclyn Bayes&/orSt	0.833%
Benjamin R. Behr Living Trust	0.167%
Betty Jane Reedy IRA	0.333%
Bonnie Brooks and Ilene Tessier M.P. Pension Plan	0.833%
Brad Kern	0.500%
Brooks Family Trust Dated 10/25/94	0.417%
Bruce Kasold	0.417%
Bruce Shulman IRA	0.167%
Calvin Williamson Tinsley III IRA	0.833%
Camelot Holdings, L.P.	1.500%
Charles J. Kane	1.667%
Charles J. Kane Profit Sharing Plan	1.000%
Charles Parlagreco IRA	0.583%
Charles R. Gremler IRA	0.833%
Charles R. Gremler Trust	0.833%
Curtis A. James III	0.333%
David & Myrna Morris	1.667%
David Mumme Rollover IRA	1.667%
David Russin	0.833%
David Thompson IRA	0.833%
Diana Wain Menzer	0.250%
Don Davis IRA	1.083%
Douglas Kniskern IRA	0.500%
Douglas N. Rice	0.167%
Dwight Edwards	0.250%
E. Harold & Linda W. Gassenheimer	1.667%
Edward J. or Nancy A. Dranginis POD Patricia Dranginis	0.667%
Edward Kasold	0.833%
Edward L. & Deanna D. Clark	0.667%
Esta Solomon	0.500%
Ethlyn J. Pastina Sheldon	0.167%
Fagenholz Family LTD Partnership	1.667%
Forrest Rhea Nichols IRA	0.833%
Francine Lipp	0.333%
Franklin E. Ward and/or Christina Ward	0.083%
Gabe Sanders or Barbara Sanders	0.417%
Gail Lane Corenblum Rollover IRA	0.333%
Gary Farnsworth IRA	0.833%



George A Oyarzun	0.417%
Gerald R. Collins	1.667%
Gerard Seagriff R/O IRA	0.833%
Gordon Miller r/o IRA	1.667%
Gregg O. Hanson or Jamie H. Hanson JTWROS	0.333%
Gus B. Nuckols & Marilyn S. Nuckols JTWROS	1.417%
Harvey A. Shulman S/D IRA	0.667%
Henry & Marci Yunes	0.833%
Henry Coppola IRA	0.250%
Howard Feinberg	0.167%
Ira Goldsmith Revocable Trust	0.417%
Irwin Buddy Levine	1.667%
J & D Capital Corporation	2.500%
James B. and Sharon L. Jones	0.833%
James Hourin ROTH IRA	0.833%
James Miller IRA	0.500%
Janet Weinstein	0.417%
Jay and/or Ilene Strobing	0.167%
Jerome Kern Trust	0.833%
Joel M. or Deborah Sokol	1.667%
John Alderman	0.417%
John K. Floyd	1.667%
Jorge Ernesto Zarini	0.167%
Joseph &/or Kelly Landsiedel	0.167%
Joseph F. Edmondson s/d r/o IRA	1.667%
Judith Parker Self Directed Rollover IRA	0.250%
Julius & Rita Bayes, Co-Trustees Under the Agmt Dated :	0.500%
Karen Kulvin	0.333%
Katika Carmel	0.833%
Kenneth Halperin	0.133%
Kenny Campbell	1.667%
Larry E. Wynne DDS, P.A. Profit Sharing Plan & Trust	0.417%
Lawrence Goldberg, P.A.	0.250%
Lawrence M. Marks and/or Toby Marks	0.833%
Lawrence Norman Phillips	0.417%
Leonard Schupak	0.833%
Lipp Irrevocable Trust FBO Aaron Donald Lipp	0.167%
Lipp Irrevocable Trust FBO Andrew Mark Lipp	0.167%
Lipp Irrevocable Trust FBO Kira Nicole Lipp	0.167%
LMJ Family Investments, L.L.C.	0.833%
Lucio and/or Connie Mariano	0.417%
Marc Schwartz Family Trust	0.417%
Marguerite Pons-Williamson	0.167%
Marilyn Himmel IRA	0.250%
Mariene Heller & Robert Heller JTWROS	0.417%
Marta S. Lizama	0.417%
Marvin Kaplan and/or Catherine Ellison	0.200%
MED Properties VI, LLC	1.250%
Melvin A. Peller & Arlene R. Peller	0.250%
Mildred Gidney, as Trustee for, The Mildred Gidney Rev.	0.417%
Norma Giffords	0.417%
Norman Keeran	0.250%

Patricia Doyle	0.167%)
Patricia Robbins	0.167%)
Paul Eitel	0.417%)
Peter J. Fallon Jr. IRA	0.750%)
Peter M. Holahan IRA	0.833%)
Philip A. Parlagreco TR Philip A. U/T/D 5/25/89	0.167%)
R. Faulton Williams Revocable Trust	0.333%)
Ralph E. Marcus Rollover IRA	0.833%)
Richard B. Carmel	0.417%)
Richard Gold	0.333%)
Richard Jacobs IRA	0.417%)
Robert and/or Gloria Weintraub	0.417%)
Robert Dzimidias IRA	1.667%)
Robert G. Miller Jr.	0.833%)
Robert L. Stecher	3.333%)
Robert M. Ruby	0.333%)
Robert R. Allen	0.333%)
Roger and Goldie Wasman	1.667%)
Royal O. White IRA	0.167%)
S.J.M. Investments, LLC	1.000%)
Scott & Shari Notowitz	0.417%)
Scott A. Poulin	0.417%)
Scott E. Pierce	0.417%)
Scott Flower	0.250%)
Shirlee Thaler	0.833%)
Solomon Yurman	0.333%)
Stanley H. Fischer	0.667%)
Stanley Margulies IRA	0.417%)
Stanley S. Hayden R/O IRA	0.583%)
Stephen Zaron, M.D. Rollover IRA	0.417%)
Steven Berman IRA #1	1.667%)
Steven C. Cronig	0.833%)
Suman Dahiya-Shah	0.167%)
The Howard Goldstein Living Revocable Trust	1.667%)
Thomas A. Griffith Sr.	3.333%)
Thomas Kenna IRA	0.833%)
Universal Chemical and Supply Corp. Pension Plan	0.500%)
Victor Blaha IRA	0.417%)
Wendy Pagan	0.833%)
Willard P. & Linda E. Longfellow	0.250%)
William C. Mercurio	0.500%)
William Jacobs IRA	1.667%)
William McBride, as Trustee for, the William Byrl McBride	0.417%)
	100.000%	1

LOAN FUNDING: 159456FA1-V STRATEGIC GROUP, INC FUTURE ADVANCE 1

Lender Name	Pct Owned
Albert V. Harrison, Jr. & Elizabeth G. Harrison	1.250%
Alicia M. Erckmann IRA	0.500%
Alisa Lamnin-Manton	1.000%

Arin B. Maercks	0.750%
Arlene Greenstein	0.750%
Batya Bayes &/or Michelle Bayes &/orJaclyn Bayes&/orSt	2.500%
Catherine C. Proenza	0.500%
Dale Content IRA	0.250%
David Russin	1.250%
Delsie Lipton Revocable Trust	5.000%
Don Davis IRA	2.500%
Donna Riven (Gordon) Revocable Trust	1.000%
Douglas N. Rice	2.500%
Francis P. Erckmann IRA	1.000%
Fredric V. Giffords	2.500%
Gerald R. Collins	5.000%
Helen A. Lin	0.500%
Howard Feinberg	1.750%
Iris Raderman Trust	5.000%
Jack or Marsha Kotkin	1.500%
Jack P. Attias and Felicia S. Hurtado, JTWROS	10.000%
James Hourin ROTH IRA	1.500%
James J. Hourin IRA	5.000%
Jeanne C. Latour	0.500%
Jeffrey R. Goldstein	2.500%
Joan A. Haneman Rollover IRA	1.000%
John K. Floyd	1.250%
Katherine V. Sims	1.500%
Luis A. Mechoso Revocable Trust DTD 8/15/01	2.500%
MED Properties VI, LLC	3.750%
Morris Berger	5.000%
Patricia Tinsley Penny	1.250%
Philip and/or Kelli Rosenfeld	0.500%
Ramesh Outram	0.500%
Rebecca F. Hayden R/O IRA	1.250%
Richard Hayes IRA	0.500%
Royal O. White IRA	0.750%
Sonia Fardales	0.250%
Stanley S. Hayden R/O IRA	1.250%
Stephen Stong Rollover IRA	2.500%
Stephen Zaron, M.D. Rollover IRA	1.250%
Steven C. Cronig	2.500%
Tema Burk	0.500%
Universal Chemical and Supply Corp. Pension Plan	10.000%
Victor Blaha IRA	0.500%
Violet A. Hayden and/or Stanley S. Hayden	1.250%
William E. Simmel IRA	1.750%
William P. Roberts Rollover IRA	1.500%
William Rabig IRA	0.500%

100.000%

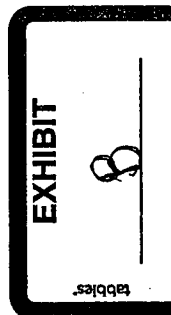
PROMISSORY NOTE

Principal Amount
\$6,000,000.00 USD

December 21, 2005
Coconut Grove, Florida

FOR VALUE RECEIVED, V-Strategic Group, LLC, a Florida limited liability company (Florida Document #L05000043827; hereinafter the "Borrower") promises to pay to Gerald R. Collins, as to an undivided 1.667% interest; Shirlee Thaler, as to an undivided 0.833% interest; Gibraltar Bank, as Trustee of the Stephen Zaron, M.D. Rollover IRA, as to an undivided 0.417% interest; Mildred Gidney, as Trustee for, The Mildred Gidney Revocable Trust, as to an undivided 0.417% interest; Kenneth Halperin, as to an undivided 0.133% interest; Albert J. Kaplan Irrevocable Trust, Leah Kaplan, Trustee, as to an undivided 0.083% interest; Marvin Kaplan and/or Catherine Ellison, as to an undivided 0.2% interest; David Russin, as to an undivided 0.833% interest; Solomon Yurman, as to an undivided 0.333% interest; Benjamin R. Behr Living Trust, as to an undivided 0.167% interest; Richard Gold, as to an undivided 0.333% interest; Esta Solomon, as to an undivided 0.5% interest; Bonnie Brooks and Ilene Tessler M.P. Pension Plan, as to an undivided 0.833% interest; David & Mryna Morris, as to an undivided 1.667% interest; Gabe Sanders or Barbara Sanders, as to an undivided 0.417% interest; Alexa S. Rossy, as to an undivided 0.167% interest; James B. and Sharon L. Jones, as to an undivided 0.833% interest; Karen Kulvin, as to an undivided 0.333% interest; Larry E. Wynne DDS, P .A. Profit Sharing Plan & Trust, as to an undivided 0.417% interest; Audrey Mannoni, as to an undivided 0.167% interest; Melvin A. Peller & Arlene R. Peller, as to an undivided 0.25% interest; Alejandro Hugo Tacsir, as to an undivided 0.167% interest; Janet Weinstein, as to an undivided 0.417% interest; Brooks Family Trust Dated 10/25/94, as to an undivided 0.417% interest; Lipp Irrevocable Trust FBO Kira Nicole Lipp, as to an undivided 0.167% interest; Steven C. Cronig, as to an undivided 0.833% interest; LMJ Family Investments, L.L.C., as to an undivided 0.833% interest; Lipp Irrevocable Trust FBO Aaron Donald Lipp, as to an undivided 0.167% interest; Lipp Irrevocable Trust FBO Andrew Mark Lipp, as to an undivided 0.167% interest; Henry & Marci Yunes, as to an undivided 0.833% interest; Joel M. or Deborah Sokol, as to an undivided 1.667% interest; Norma Giffords, as to an undivided 0.417% interest; Ira Goldsmith Revocable Trust, as to an undivided 0.417% interest; Lawrence Norman Phillips, as to an undivided 0.417% interest; Edward L. & Deanna D. Clark, as to an undivided 0.667% interest; Norman Keeran, as to an undivided 0.25% interest; William McBride, as Trustee for, the William Byrl McBride Trust, as to an undivided 0.417% interest; SLJ Properties, Inc., as to an undivided 1.5% interest; E. Harold & Linda W. Gassenheimer, as to an undivided 1.667% interest; Scott & Shari Notowitz, as to an undivided 0.417% interest; Brad Kern, as to an undivided 0.5% interest; Jerome Kern Trust, as to an undivided 0.833% interest; Jorge Ernesto Zarini, as to an undivided 0.167% interest; Edward Kasold, as to an undivided 0.833% interest; Wendy Pagan, as to an undivided 0.833% interest; Willard P. & Linda E. Longfellow, as to an undivided 0.25% interest; Gus B. Nuckols & Marilyn S. Nuckols JTWROS, as to an undivided 1.417% interest; Philip A. Parlagreco TR Philip A. U/T/D 5/25/89, as to an undivided 0.167% interest; Robert M. Ruby, as to an undivided 0.333% interest; Katika Carmel, as to an undivided 0.833% interest; Julius & Rita Bayes, Co-Trustees Under the Agmt Dated 3/28/89, as to an undivided 0.5% interest; Marguerite- Pons-Williamson, as to an undivided 0.167% interest; Lawrence Goldberg, PA., as to an undivided 0.25% interest; Charles R. Gremler Trust, as to an undivided 0.833% interest; Charles J. Kane Profit Sharing Plan, as to an undivided 1% interest; Charles J. Kane, as to an undivided 1.667% interest; J & D Capital Corporation, as to an undivided 2.5% interest; Douglas N. Rice, as to an undivided 0.167% interest; Kenny Campbell, as to an undivided 1.667% interest; Franklin E. Ward and/or Christina Ward, as to an undivided 0.083% interest; Edward J. or Nancy A. Dranginis POD Patricia Dranginis, as to an undivided 0.667% interest; Ethlyn J. Pastina Sheldon,

Promissory Note



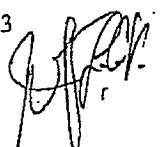
as to an undivided 0.167% interest; Lawrence M. Marks and/or Toby Marks, as to an undivided 0.833% interest; Fagenholz Family LTD Partnership, as to an undivided 1.667% interest; George A Oyarzun, as to an undivided 0.417% interest; Bruce Kasold, as to an undivided 0.417% interest; Francine Lipp, as to an undivided 0.333% interest; Marc Schwartz Family Trust, as to an undivided 0.417% interest; Scott Flower, as to an undivided 0.25% interest; Paul Eitel, as to an undivided 0.417% interest; Richard B. Camel, as to an undivided 0.417% interest; Agueda Balboa-Pol, as to an undivided 0.417% interest; Roger and Goldie Wasman, as to an undivided 1.667% interest; Abba E. Borowich, as to an undivided 0.333% interest; Scott E. Pierce, as to an undivided 0.417% interest; Thomas A. Griffith Sr., as to an undivided 3.333% interest; Barbara C. Woolverton, as to an undivided 0.833% interest; Harold M. Braxton, as to an undivided 0.167% interest; Marlene Heller & Robert Heller JTWROS, as to an undivided 0.417% interest; John Alderman, as to an undivided 0.417% interest; Irwin Buddy Levine, as to an undivided 1.667% interest; Curtis A. James III, as to an undivided 0.333% interest; R. Faulton Williams Revocable Trust, as to an undivided 0.333% interest; Joseph &/or Kelly Landsiedel, as to an undivided 0.167% interest; Harold J. Flockhart III, as to an undivided 0.167% interest; Diana Wain Menzer, as to an undivided 0.25% interest; Leonard Schupak, as to an undivided 0.833% interest; Patricia Robbins, as to an undivided 0.167% interest; William C. Mercurio, as to an undivided 0.5% interest; Stanley H. Fischer, as to an undivided 0.667% interest; S.J.M. Investments, LLC, as to an undivided 1% interest; Achelis LTD., as to an undivided 0.167% interest; Alan Cohn Trustee for the Alan W. Cohn Revocable Trust #1, as to an undivided 1.667% interest; Scott A. Poulin, as to an undivided 0.417% interest; Lawrence Feldman, as to an undivided 1.25% interest; Gregg O. Hanson or Jamie H. Hanson JTWROS, as to an undivided 0.333% interest; The Howard Goldstein Living Revocable Trust, as to an undivided 1.667% interest; Dwight Edwards, as to an undivided 0.25% interest; Robert and/or Gloria Weintraub, as to an undivided 0.417% interest; Suman Dahiya-Shah, as to an undivided 0.167% interest; Robert R. Allen, as to an undivided 0.333% interest; Marta S. Lizama, as to an undivided 0.417% interest; John K. Floyd, as to an undivided 1.667% interest; Patricia Doyle, as to an undivided 0.167% interest; Lucio and Connie Mariano, as to an undivided 0.417% interest; Jay and/or Ilene Strobins, as to an undivided 0.167% interest; Batya Bayes &/or Michelle Bayes &/or Jaclyn Bayes &/or Stuart Bayes, as to an undivided 0.833% interest; Robert G. Miller Jr., as to an undivided 0.833% interest; Robert L. Stecher, as to an undivided 3.333% interest; Universal Chemical and Supply Corp., as to an undivided 0.333% interest; Gordon Miller r/o IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Forrest Rhea Nichols IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Charles R. Gremier IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the William Jacobs IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Douglas Kniskern IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Harvey A. Shulman S/D IRA, as to an undivided 0.667% interest; Coconut Grove Bank, as Custodian of the Arthur Feinberg Rollover IRA, as to an undivided 0.417% interest; Coconut Grove Bank, as Custodian of the Victor Blaha IRA, as to an undivided 0.417% interest; Coconut Grove Bank, as Custodian of the Gary Farnsworth IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Barry Kendall IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Don Davis IRA, as to an undivided 1.083% interest; Coconut Grove Bank, as Custodian of the Thomas Kenna IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Steven Berman IRA #1, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Robert Dzmidas IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Stanley Margulies IRA, as to an undivided 0.417% interest; Coconut Grove Bank, as Custodian of the Peter M. Holahan IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Gail Lane Corenblum Rollover IRA, as to an undivided 0.333% interest; Coconut Grove Bank, as Custodian of the Charles Parlagraeco IRA, as to an undivided 0.583% interest; Coconut Grove Bank, as Custodian of the Judith Parker S/D R/O IRA, as to an undivided 0.25% interest;

Coconut Grove Bank, as Custodian of the Henry Coppola IRA, as to an undivided 0.25% interest; Coconut Grove Bank, as Custodian of the Richard Jacobs IRA, as to an undivided 0.417% interest; Coconut Grove Bank, as Custodian of the Marilyn Himmel IRA, as to an undivided 0.25% interest; Coconut Grove Bank, as Custodian of the David Thompson IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Calvin Williamson Tinsley III IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Peter J. Fallon Jr. IRA, as to an undivided 0.75% interest; Coconut Grove Bank, as Custodian of the James Miller IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Gerard Seagriff R/O IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Bruce Shulman IRA, as to an undivided 0.167% interest; Coconut Grove Bank, as Custodian of the Stanley S. Hayden R/O IRA, as to an undivided 0.583% interest; Coconut Grove Bank, as Custodian of the Royal O. White IRA, as to an undivided 0.167% interest; Coconut Grove Bank, as Custodian of the Joseph F. Edmondson s/d r/o IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the David Mumme Rollover IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Ralph E. Marcus Rollover IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the James Hourin ROTH IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Betty Jane Reedy IRA, as to an undivided 0.333% 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 (hereinafter collectively the "Lender") by and through the Lender's servicing agent and attorney in fact, Berman Mortgage Corporation d/b/a BMC Loan Servicing, 501 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133, the principal sum of Six Million and 00/100 Dollars (\$6,000,000.00) in lawful money of the United States of America at the time of payment, together with interest from the date hereof at an annual rate of fourteen and one-half percent (14.5%). Interest shall be calculated on a three hundred and sixty-five (365) day year for the actual number of days the outstanding in each calendar year by the rate of interest computed as provided in this Note, and dividing the product thereof by three hundred and sixty-five (365). The Note shall be payable as follows:

Thirty-five (35) payments of interest only monthly payments in the sum of Seventy-two Thousand, Five Hundred and 00/100 Dollars (\$72,500.00) each, beginning February 1, 2006 and continuing on the first day of each month during the term of the Loan, to and through December 1, 2008, together with one final payment equal to the entire outstanding principal balance, plus all then-accrued interest, which shall be due and payable on January 1, 2009 (the "Maturity Date").

Prepayment in whole but not in part may be made at any time without premium or penalty; provided, however, that if prepayment is made during the first six (6) months of the Loan, Borrower shall be required to pay a minimum amount of interest equal to the difference between monthly interest payments paid prior to such prepayment and that amount of interest which is unpaid to and through the sixth (6th) month of the Loan.

The payments hereunder shall be payable at the office of Lender set forth in the heading hereof, or at such other place as Lender, from time to time, may designate in writing. Berman Mortgage Corporation d/b/a BMC Loan Servicing, as the Lender's servicing agent and attorney in fact, shall have the power to accept payments of principal and interest hereunder including full or partial prepayments, to issue partial releases from and satisfactions of the Mortgage securing payment of this Note, to issue estoppel information, to settle and compromise the debt secured hereby as it shall determine in its reasonable discretion, and in all



other respects to deal with the Note, the Mortgage and the loan evidenced hereby in the same manner as the Lender could do in its own name. Each of the foregoing persons named as a Lender above, by the extension of their proportionate share of the Loan evidenced hereby, appoints Berman Mortgage Corporation d/b/a BMC Loan Servicing and its C.F.O., Mitchell Morgan, with full power of substitution, their true and lawful attorney in fact for the purpose of carrying out the foregoing powers and duties. This power of attorney, being coupled with an interest, shall be irrevocable.

Payment of this Note is secured by a first position Mortgage lien of even date herewith, intended to be recorded forthwith, from Borrower to Lender, encumbering certain real property situated in Broward County, State of Florida, together with the buildings and other improvements now or hereafter constructed thereon, more particularly described in the First Mortgage and Security Agreement (the "Mortgage").

In addition to the Mortgage, payment of this Note is secured by a security interest in all furniture, fixtures, machinery and equipment owned by Borrower, located upon the Mortgaged Property and used in the operation of the Mortgaged Property, the Mortgage between Borrower and Lender of even date herewith together with all the other documents executed by Borrower relating to this transaction (hereinafter collectively referred to as the "Loan Documents").

All of the agreements, conditions, covenants, provisions and stipulations contained in the Mortgage and the other Loan Documents which are to be kept and performed by Borrower are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein, and Borrower covenants and agrees to keep and perform them, or cause them to be kept and performed, strictly in accordance with their terms. Any default by Borrower under any of the Loan Documents which remains uncured upon the expiration of any applicable grace and/or curative period provided for therein, may, at Lender's option, be treated as an event of default hereunder.

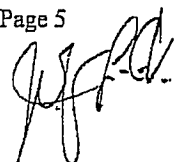
All payments shall be applied first to accrued interest and then to principal. If any installment of interest or principal and interest or any other payment is not paid within ten (10) days of the date when due under the terms of this Note, or of the Mortgage, then there shall also be immediately due and payable a late charge at the rate of FIVE CENTS (\$.05) for each dollar of such delinquent payment for each month of delinquency.

It further is understood, however, that should any default be made in the payment of any installment of principal or interest on the date on which it shall fall due, or in the performance of any of the agreements, conditions, covenants, provisions or stipulations contained in this Note, the Mortgage, any of the other Loan Documents, then Lender, at its option and without notice to Borrower unless expressly required elsewhere herein, may declare immediately due and payable the entire unpaid balance of principal with interest accrued thereon at the then otherwise applicable rate specified herein above to the date of default and thereafter at a rate equal to the maximum legal rate of interest chargeable to Borrower (which rate is hereinafter referred to as the "Default Rate") and all other sums due by Borrower hereunder or under the Loan Documents, anything herein or in the Loan Documents to the contrary notwithstanding; and payment thereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided to Lender in this Note, the Mortgage or the Loan Documents. In such case, Lender may also recover all costs of suit and other expenses in connection therewith, together with a reasonable attorneys' fee for collection, together with interest on any judgment obtained by Lender at a rate which shall be equal to the maximum rate allowable by law, including interest at that rate from and after the date of any execution, judicial or foreclosure sale until actual payment is made to Lender of the full amount due Lender.

The failure of the Lender to exercise such option to accelerate the indebtedness evidenced hereby shall not constitute a waiver of the right to exercise such option at any other time so long as such event of default remains outstanding and uncured. Lender shall not exercise any right or remedy provided for herein (other than Lender's right to be paid a late charge, as described above), unless Borrower shall have failed, in the event of: (1) a failure to make any payment of principal or interest when due pursuant to the Note within a period of ten (10) calendar days after due; or (2) in the event of any other monetary default, Borrower shall have failed, within a period of ten (10) days after receiving written notice of such default from Lender, to pay the amounts then due; or (3) in the event of a non-monetary default, Borrower shall have failed, within a period of thirty (30) days after notice of such default, to correct the non-monetary default or, if such non-monetary default is of a type which cannot be cured within thirty (30) days, Borrower shall have begun to correct such default and thereafter Borrower proceed diligently to correct such default; provided, however, that Lender shall not be required to allow any part of the grace period if Borrower, or either of them, shall have filed a petition in bankruptcy or for reorganization or a bill in equity or otherwise initiated proceedings for the appointment of a receiver of Borrower's assets, or if Borrower shall have made an assignment for the benefit of creditors, or if a receiver or trustee is appointed for Borrower and such appointment and such receivership is not terminated within sixty (60) days. Notwithstanding anything contained herein to the contrary: (a) Lender shall not be required to allow any grace period or give notice of any default as aforesaid more than two (2) times in any twelve (12) month period with respect to substantially similar events of default; and (b) Lender shall be permitted to cure any default by Borrower without allowing any part of the grace period if Lender determines, in its reasonable judgement, that its security may be threatened or impaired by reason of such default. In the event that any of the Loan Documents contains a grace period, such grace period shall run concurrently with the grace period granted herein and, if the grace period granted in such other document is shorter than that set forth herein, the grace period set forth herein, the grace period set forth herein shall control.

The remedies of Lender as provided herein, or in the Mortgage, and the warrants contained herein or attached hereto or contained in the Mortgage, shall be cumulative and concurrent, and may be pursued singly, successively or together at the sole discretion of Lender, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

Borrower hereby waives and releases all benefit that might accrue to Borrower by virtue of any present or future laws exempting the Mortgage Property, or any other property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution to be issued on any judgement recovered on this Note or in any action to foreclose the Mortgage, exemption from civil process, or extension of time for payment. Borrower and all endorsers, sureties and guarantors hereby jointly and severally waive presentment for payment, demand, notice of demand, notice of nonpayment or dishonor, protest and notice of protest of this Note, and, except as expressly required by the terms and provisions of this Note and other Loan Documents, all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and they agree that the liability of each of them shall be unconditional, joint and several, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Lender. Borrower and all endorsers, sureties and guarantors consent to any and all extensions of time, renewals, waivers or modifications that may be granted by Lender with respect to the payment or other provisions of this Note, and to the release of the collateral or any part thereof, with or without substitution, and agree that additional Borrower, endorsers, guarantors or sureties may become parties hereto without notice to them or affecting their liability hereunder.



If any provision of this Note is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Note shall remain in full force and effect and shall be liberally construed in favor of Lender in order to effect the provisions of this Note. In addition, in no event shall the rate of interest payable hereunder exceed the maximum rate of interest permitted to be charged by applicable law (including the choice of law rules) (hereinafter the "Maximum Legal Rate") and any interest paid in excess of the permitted rate shall be refunded to Borrower. Such refund shall be made by application of the excessive amount of interest paid against any sums outstanding and shall be applied in such order as Lender may determine. If the excessive amount of interest paid exceeds the sums outstanding, the portion exceeding the said sums outstanding shall be refunded in cash by Lender. Any such crediting or refund shall not cure or waive any default by Borrower hereunder. Borrower agrees however, that in determining whether or not any interest payable under this Note exceeds the highest rate permitted by law, any non-principal payment, including without limitation, prepayment fees and late charges, shall be deemed to the extent permitted by law to be an expense, fee, premium or penalty rather than interest.

In determining whether or not the interest paid or payable under any specific contingency exceeds the Maximum Legal Rate, Lender shall, to the maximum extent permitted under applicable law, amortize, prorate, allocate and spread, in equal parts, the total amount of interest throughout the entire contemplated term of this Note so that the interest rate is uniform throughout the entire term of this Note; provided, that if this Note is paid and performed in full prior to the end of the full contemplated term hereof, and if the interest received for the actual period of existence thereof exceeds the Maximum Legal Rate, Lender shall refund to Borrower the amount of such excess, and in such event, no holder shall be subject to any penalties provided by any laws for contracting for, charging or receiving interest in excess of the Maximum Legal Rate.

Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Lender, and then only to the extent specifically set forth in the writing. A waiver on one event shall not be construed as continuing or as a bar to or waiver of any right or remedy to a subsequent event.

This instrument shall be governed by and construed according to the laws of the State of Florida. Borrower consents to the exclusive jurisdiction of the courts of the State of Florida and the federal courts located in Florida in any and all actions and proceedings, whether arising hereunder or under any of the Loan Documents. Borrower agrees that venue for any action brought by Lender under this Note, the Mortgage or the Loan Documents shall, at Lender's option, be either the county in which Lender's principal place of business is located or the county in which the Mortgaged Property is located, except that with respect to the Mortgage, venue shall only be proper in the county in which the Mortgaged Property is located.

Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the words "Lender" and "Borrower" shall be deemed to include the respective heirs, personal representative, successors and assigns of Lender and Borrower. This Note may not be amended, nor shall any waiver of any provision hereof be effective, except by an instrument in writing executed by Borrower and Lender.

BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT BORROWER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION PROCEEDINGS OR COUNTERCLAIMS ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MORTGAGE, THIS NOTE, OR ANY OF THE OTHER LOAN DOCUMENTS.


(Signature of Borrower appears on page 7)

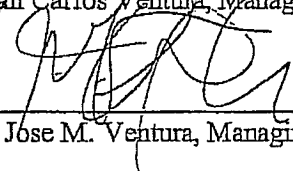
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BAKER CRONIG GASSENHEIMER LLP. ATTORNEYS AT LAW
307 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133 Telephone (305) 444.6300 Telefacsimile (305) 444.6334

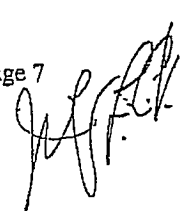
Page 6

V-Strategic Group, LLC,
a Florida limited liability company,
by its managers

By: 
Juan Carlos Ventura, Managing Member

By: 
Jose M. Ventura, Managing Member

Date: December 21, 2005



This instrument prepared by:
Jesse M. Keenan, Esquire
Baker Cronig Gassenheimer LLP.
307 Continental Plaza
3250 Mary Street
Coconut Grove, Florida 33133
Telephone (305) 444-6300

FIRST MORTGAGE AND SECURITY AGREEMENT

This First Mortgage and Security Agreement (this "Mortgage") is made and executed this 21st day of December 2005 by V-Strategic, LLC, a Florida limited liability company as mortgagor and debtor (Florida Document #L05000043827; hereinafter "Mortgagor") of 848 Brickell Avenue, Suite 1210, Miami Florida 33131 to: Gerald R. Collins, as to an undivided 1.667% interest; Shirlee Thaler, as to an undivided 0.833% interest; Gibraltar Bank, as Trustee of the Stephen Zaron, M.D. Rollover IRA, as to an undivided 0.417% interest; Mildred Gidney, as Trustee for, The Mildred Gidney Revocable Trust, as to an undivided 0.417% interest; Kenneth Halperin, as to an undivided 0.133% interest; Albert J. Kaplan Irrevocable Trust, Leah Kaplan, Trustee, as to an undivided 0.083% interest; Marvin Kaplan and/or Catherine Ellison, as to an undivided 0.2% interest; David Russin, as to an undivided 0.833% interest; Solomon Yurman, as to an undivided 0.333% interest; Benjamin R. Behr Living Trust, as to an undivided 0.167% interest; Richard Gold, as to an undivided 0.333% interest; Esta Solomon, as to an undivided 0.5% interest; Bonnie Brooks and Ilene Tessler M.P. Pension Plan, as to an undivided 0.833% interest; David & Mryna Morris, as to an undivided 1.667% interest; Gabe Sanders or Barbara Sanders, as to an undivided 0.417% interest; Alexa S. Rossy, as to an undivided 0.167% interest; James B. and Sharon L. Jones, as to an undivided 0.833% interest; Karen Kuivin, as to an undivided 0.333% interest; Larry E. Wynne DDS, P.A. Profit Sharing Plan & Trust, as to an undivided 0.417% interest; Audrey Mannoni, as to an undivided 0.167% interest; Melvin A. Peller & Arlene R. Peller, as to an undivided 0.25% interest; Alejandro Hugo Tacsir, as to an undivided 0.167% interest; Janet Weinstein, as to an undivided 0.417% interest; Brooks Family Trust Dated 10/25/94, as to an undivided 0.417% interest; Lipp Irrevocable Trust FBO Kira Nicole Lipp, as to an undivided 0.167% interest; Steven C. Cronig, as to an undivided 0.833% interest; LMJ Family Investments, L.L.C., as to an undivided 0.833% interest; Lipp Irrevocable Trust FBO Aaron Donald Lipp, as to an undivided 0.167% interest; Lipp Irrevocable Trust FBO Andrew Mark Lipp, as to an undivided 0.167% interest; Henry & Marci Yunes, as to an undivided 0.833% interest; Joel M. or Deborah Sokol, as to an undivided 1.667% interest; Norma Giffords, as to an undivided 0.417% interest; Ira Goldsmith Revocable Trust, as to an undivided 0.417% interest; Lawrence Norman Phillips, as to an undivided 0.417% interest; Edward L. & Deanna D. Clark, as to an undivided 0.667% interest; Norman Keeran, as to an undivided 0.25% interest; William McBride, as Trustee for, the William Byrl McBride Trust, as to an undivided 0.417% interest; SLJ Properties, Inc., as to an undivided 1.5% interest; E. Harold & Linda W. Gassenheimer, as to an undivided 1.667% interest; Scott & Shari Notowitz, as to an undivided 0.417% interest; Brad Kern, as to an undivided 0.5% interest; Jerome Kern Trust, as to an undivided 0.833% interest; Jorge Ernesto Zarini, as to an undivided 0.167% interest; Edward Kasold, as to an undivided 0.833% interest; Wendy Pagan, as to an undivided 0.833% interest; Willard P. & Linda E. Longfellow, as to an undivided 0.25% interest; Gus B. Nuckols & Marilyn S. Nuckols JTWR0S, as to an undivided 1.417% interest; Philip A. Parlagreco TR Philip A. U/T/D 5/25/89, as to an undivided 0.167% interest; Robert M. Ruby, as to an undivided 0.333% interest; Katika Carmel, as to an undivided 0.833% interest; Julius & Rita Bayes, Co-Trustees Under the Agmt Dated 3/28/89, as to an undivided 0.5% interest; Marguerite Pons-Williamson, as to an undivided 0.167% interest; Lawrence Goldberg, P.A., as to an undivided 0.25% interest; Charles R. Gremier Trust, as to an undivided 0.833% interest; Charles J. Kane Profit Sharing Plan, as to an undivided 1% interest; Charles J. Kane, as to an undivided 1.667% interest; J & D Capital Corporation, as to an undivided 2.5% interest; Douglas N. Rice, as to an undivided 0.167% interest; Kenny Campbell, as to an undivided 1.667% interest; Franklin E. Ward and/or Christina Ward, as to an undivided 0.083% interest; Edward J. or Nancy A. Dranginis POD Patricia Dranginis, as to an undivided 0.667% interest; Ethlyn J. Pastina Sheldon, as to an undivided 0.167% interest; Lawrence M. Marks and/or Toby Marks, as to an undivided 0.833% interest; Fagenholz Family LTD Partnership, as to an undivided 1.667% interest; George A. Oyarzun, as to an undivided

0.417% interest; Bruce Kasold, as to an undivided 0.417% interest; Francine Lipp, as to an undivided 0.333% interest; Marc Schwartz Family Trust, as to an undivided 0.417% interest; Scott Flower, as to an undivided 0.25% interest; Paul Eitel, as to an undivided 0.417% interest; Richard B. Camel, as to an undivided 0.417% interest; Agueda Balboa-Pol, as to an undivided 0.417% interest; Roger and Goldie Wasman, as to an undivided 1.667% interest; Abba E. Borowich, as to an undivided 0.333% interest; Scott E. Pierce, as to an undivided 0.417% interest; Thomas A. Griffith Sr., as to an undivided 3.333% interest; Barbara C. Woolverton, as to an undivided 0.833% interest; Harold M. Braxton, as to an undivided 0.167% interest; Marlene Heller & Robert Heller JTWROS, as to an undivided 0.417% interest; John Alderman, as to an undivided 0.417% interest; Irwin Buddy Levine, as to an undivided 1.667% interest; Curtis A. James III, as to an undivided 0.333% interest; R. Faulton Williams Revocable Trust, as to an undivided 0.333% interest; Joseph &/or Kelly Landsiedel, as to an undivided 0.167% interest; Harold J. Flockhart III, as to an undivided 0.167% interest; Diana Wain Menzer, as to an undivided 0.25% interest; Leonard Schupak, as to an undivided 0.833% interest; Patricia Robbins, as to an undivided 0.167% interest; William C. Mercurio, as to an undivided 0.5% interest; Stanley H. Fischer, as to an undivided 0.667% interest; S.J.M. Investments, LLC, as to an undivided 1% interest; Achelis LTD., as to an undivided 0.167% interest; Alan Cohn Trustee for the Alan W. Cohn Revocable Trust #1, as to an undivided 1.667% interest; Scott A. Poulin, as to an undivided 0.417% interest; Lawrence Feldman, as to an undivided 1.25% interest; Gregg O. Hanson or Jamie H. Hanson JTWROS, as to an undivided 0.333% interest; The Howard Goldstein Living Revocable Trust, as to an undivided 1.667% interest; Dwight Edwards, as to an undivided 0.25% interest; Robert and/or Gloria Weintraub, as to an undivided 0.417% interest; Suman Dahiya-Shah, as to an undivided 0.167% interest; Robert R. Allen, as to an undivided 0.333% interest; Marta S. Lizama, as to an undivided 0.417% interest; John K. Floyd, as to an undivided 1.667% interest; Patricia Doyle, as to an undivided 0.167% interest; Lucio and Connie Mariano, as to an undivided 0.417% interest; Jay and/or Ilene Strobins, as to an undivided 0.167% interest; Batya Bayes &/or Michelle Bayes &/or Jaclyn Bayes &/or Stuart Bayes, as to an undivided 0.833% interest; Robert G. Miller Jr., as to an undivided 0.833% interest; Robert L. Stecher, as to an undivided 3.333% interest; Universal Chemical and Supply Corp., as to an undivided 0.333% interest; Gordon Miller r/o IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Forrest Rhea Nichols IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Charles R. Gremler IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the William Jacobs IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Douglas Kniskern IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Harvey A. Shulman S/D IRA, as to an undivided 0.667% interest; Coconut Grove Bank, as Custodian of the Arthur Feinberg Rollover IRA, as to an undivided 0.417% interest; Coconut Grove Bank, as Custodian of the Victor Blaha IRA, as to an undivided 0.417% interest; Coconut Grove Bank, as Custodian of the Gary Farnsworth IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Barry Kendall IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Don Davis IRA, as to an undivided 1.083% interest; Coconut Grove Bank, as Custodian of the Thomas Kenna IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Steven Berman IRA #1, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Robert Dzmidas IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Stanley Margulies IRA, as to an undivided 0.417% interest; Coconut Grove Bank, as Custodian of the Peter M. Holahan IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Gail Lane Corenblum Rollover IRA, as to an undivided 0.333% interest; Coconut Grove Bank, as Custodian of the Charles Parlagreco IRA, as to an undivided 0.583% interest; Coconut Grove Bank, as Custodian of the Judith Parker S/D R/O IRA, as to an undivided 0.25% interest; Coconut Grove Bank, as Custodian of the Henry Coppola IRA, as to an undivided 0.25% interest; Coconut Grove Bank, as Custodian of the Richard Jacobs IRA, as to an undivided 0.417% interest; Coconut Grove Bank, as Custodian of the Marilyn Himmel IRA, as to an undivided 0.25% interest; Coconut Grove Bank, as Custodian of the David Thompson IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Calvin Williamson Tinsley III IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Peter J. Fallon Jr. IRA, as to an undivided 0.75% interest; Coconut Grove Bank, as Custodian of the James Miller IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Gerard Seagriff R/O IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Bruce Shulman IRA, as to an undivided 0.167% interest; Coconut Grove Bank, as Custodian of the Stanley S. Hayden R/O IRA, as to an undivided 0.583% interest; Coconut Grove Bank, as Custodian of the Royal O. White IRA, as to an undivided 0.167% interest; Coconut Grove Bank, as Custodian of the Joseph F. Edmondson s/d r/o IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the David Mumme Rollover IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Ralph E.

Marcus Rollover IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the James Hourin ROTH IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Betty Jane Reedy IRA, as to an undivided 0.333% 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 (hereinafter collectively the "Mortgagee") by and through their servicing agent and attorney in fact, Berman Mortgage Corporation d/b/a BMC Loan Servicing, 501 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133.

Berman Mortgage Corporation d/b/a BMC Loan Servicing, as the Mortgagee's servicing agent and attorney in fact, shall have the power to accept payments of principal and interest hereunder including full or partial prepayments, to issue partial releases from and satisfactions of this Mortgage, to issue estoppel information, to settle and compromise the debt secured hereby as it shall determine in its reasonable discretion, and in all other respects to deal with the Note, the Mortgage and the loan evidenced hereby in the same manner as the Mortgagee could do in its own name. Each of the foregoing persons named as a Mortgagee above, by the extension of their proportionate share of the Loan evidenced hereby, appoints Berman Mortgage Corporation d/b/a BMC Loan Servicing and its Chief Financial Officer, Mitchell Morgan, with full power of substitution, their true and lawful attorney in fact for the purpose of carrying out the foregoing powers and duties. This power of attorney, being coupled with an interest, shall be irrevocable.

RECITALS

Mortgagor justly is indebted to Mortgagee, having executed and delivered to Mortgagee its promissory note, (the "Note") of even date herewith, wherein Mortgagor promises to pay to Mortgagee the principal sum of Six Million and 00/100 Dollars (\$6,000,000.00) or so much thereof as shall have been advanced and remains outstanding (the "Loan") in lawful money of the United States of America, with interest thereon at the rate and times and in the manner and according to the terms and conditions specified in the Note, all of which are hereby incorporated herein by reference and which Note matures on January 1, 2009.

NOW, THEREFORE, the Mortgagor, in consideration of the indebtedness and to secure the guaranty of payment to Mortgagee of the principal, interest and other amounts which may become payable under the Note, the Mortgage and all other agreements and instruments evidencing and securing the Loan, being hereinafter collectively referred to herein as (the "Loan Documents") have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto Mortgagee those certain tracts or parcels of land lying and being in the County of Broward and State of Florida, more particularly described as follows (hereinafter together the "Land"):

Parcel "D", Three Islands 2nd Section, according to the plat thereof, as recorded in Plat Book 77, Page(s) 37, Public Records of Broward County.

To have and hold the same together with the tenements, and appurtenances, unto the Mortgagee and its successors and/or assigns with mortgage covenants as set forth herein.

TOGETHER WITH:

A. all buildings, structures, improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, equipment, furniture, vehicles and other personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in, on, or used or intended to be used in connection with or with the operation of the Land, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, and replacements to any of the foregoing; and all of the right, title and interest of Mortgagor in any such personal property or fixtures subject to a conditional sales contract, chattel mortgage or similar lien or claim together with the benefit of any deposits or payments now or hereafter made by Mortgagor or on Mortgagor's behalf;

B. all easements, rights of way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property

First Mortgage and Security Agreement

hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same, including but not limited to all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the mortgaged property or any part thereof under the power of eminent domain, the alteration of the grade of any street, or for any damage (whether caused by such taking or otherwise) to any of the property hereinabove described or any part thereof, or to any appurtenance thereto, and all proceeds of any sales or other dispositions of any of the property hereinabove described or any part thereof;

C. all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the mortgaged property, together with all security therefor and all monies payable thereunder, provided, however, the foregoing assignment of any lease shall not be deemed to impose upon Mortgagee any of the obligations or duties of Mortgagor provided in any such lease, and Mortgagor agrees to fully perform all obligations of the lessor under all such leases; and

D. all goods, now located on or used in the development of the Property, including but not limited to: (i) all property, equipment and fixtures affixed to or located on the Property, which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the Land, (ii) all articles of personal property and all materials delivered to the Property for the use and operation of said Property or for use in any construction being conducted thereon, and owned by Mortgagor, (iii) any and all rights and benefits of Mortgagor relating to the Property, including, but not limited to, contracts, agreements, promises or bargains with and any building permits or licenses issued or to be issued by any governmental entity of any type, whether federal, state, municipal or otherwise, any utility company (whether subject to governmental regulation or not), any architect, engineer, contractor, independent contractor, security company, waste disposal company, elevator company, exterminating company, environmental control company or any person, other than Mortgagee, financing the acquisition, operation, leasing, sale or other disposition or use of the Property or any part thereof, together with all deposits, prepaid fees or other security of whatever nature given by Mortgagor in connection with the aforesaid; the right to all claims of Mortgagor for damages arising out of or for breach of or default under any of the aforesaid; the right of Mortgagor to perform under or to terminate the aforesaid or to demand and compel performance obligation thereunder or to exercise other remedies of Mortgagor thereunder; and the right to receive all monies due or to become due Mortgagor under or in connection with the aforesaid; (iv) all right, title and interest of Mortgagor in all tradenames hereinafter used in connection with the use of the mortgaged property, and (v) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing.

THE LAND, together with any and all of the aforescribed additional property and rights, now or hereafter acquired by Mortgagor is hereinafter called the "Property."

TO HAVE AND TO HOLD the Property unto Mortgagee, its successors and assigns to its own proper uses and benefit forever, subject, however, to the terms and conditions herein.

PROVIDED, HOWEVER, that these presents are upon the condition that, if Mortgagor shall pay or cause to be paid to Mortgagee the principal and interest payable in respect to the Note, at the times and in the manner stipulated therein and herein, and shall keep, perform and observe all and singular the covenants and promises in the Note, and any renewal, extension or modification thereof, and in this Mortgage expressed to be kept, performed and observed by and on the part of Mortgagors, all without fraud or delay then this Mortgage, and the estate hereby created, shall cease, terminate and be void, but shall otherwise remain in full force and effect;

AND the Mortgagor, for itself, its legal representatives, successors and/or assigns, does covenant with the Mortgagee, its successors, legal representatives and/or assigns that the Mortgagor have full power and lawful right to convey the Property as aforesaid; that it shall be lawful for the Mortgagee, its successors, legal representatives or assigns at all time peaceably and quietly to enter upon the Property, that the Property is free from all encumbrances, except those noted as exceptions on Schedule B-II of the Title Commitment delivered to Mortgagee in connection with the Loan covering the Property; that the Mortgagor, its successors, legal representatives or assigns will make such further assurances to perfect the fee simple to the Property in the Mortgagee, its successors, legal representatives or assigns as

may reasonably be required, and that the Mortgagor hereby fully warrants the title to the Property and will defend the Property against the lawful claims of all persons whomsoever.

And the Mortgagor, for itself and its successors, legal representatives and assigns, hereby covenants and agrees:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of the Loan Documents promptly on the days respectively the same severally become due.
2. To pay on or before March 15th of each year and provide evidence of same to Mortgagee, all *ad valorem* real estate taxes and such regular and special assessments which may attain priority over this Mortgage as a lien on the Property (hereinafter "Taxes"). If: (i) Mortgagor fails to provide Mortgagee with evidence of such payment of said Taxes by March 31st of each year; or (ii) Mortgagor fails to provide evidence of current insurance coverage required pursuant to Paragraph 4 of this Mortgage (hereinafter "Insurance"); or (iii) if the Property is a condominium or part of a homeowners' association entitled to impose assessments and Mortgagor fails to pay all regular and special assessments which may be imposed by the condominium association or homeowners' association (hereinafter "Association Fees"); then Mortgagee shall be entitled to require Mortgagor to pay to Mortgagee, together with the monthly payments due under the Note until the Note is paid in full, a sum or sums ("Escrow Funds") for the payment of: (a) Taxes; (b) Insurance; (c) Association Fees; and (d) such other recurring expenses which may be necessary or desirable to assure the continued priority of the Mortgage lien granted hereunder and the payment of the Note in the event of damage or destruction to the Property; (hereinafter collectively "Escrow Items"). Mortgagee may estimate the amount of Escrow Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Escrow Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Mortgagee, if Mortgagee is such an institution) or in any Federal Home Loan Bank. Mortgagee shall apply the Escrow Funds to pay the Escrow Items. Mortgagee may not charge Mortgagor for holding and applying the Escrow Funds, annually analyzing the escrow account, or verifying the Escrow Items. Mortgagee may require Mortgagor to pay a one-time charge for an independent real estate tax reporting service used by Mortgagee in connection with the loan evidenced by the Note, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Mortgagee shall not be required to pay Mortgagor any interest or earnings on the Escrow Funds. Mortgagee shall give to Mortgagor, without charge, an annual accounting of the Escrow Funds showing credits and debits to the Escrow Funds and the purpose for which each debit to the Escrow Funds was made. The Escrow Funds are pledged as additional security for all sums secured by the Loan Documents.

If the Escrow Funds held by Mortgagee exceed the amounts permitted to be held by applicable law, Mortgagee shall account to Mortgagor for the excess Escrow Funds in accordance with the requirements of applicable law. If the amount of the Escrow Funds held by Mortgagee at any time is not sufficient to pay the Escrow Items when due, Mortgagee may so notify Mortgagor in writing, and, in such case Mortgagor shall pay to Mortgagee the amount necessary to make up the deficiency within five (5) days after written demand therefor. Upon payment in full of all sums secured by the Loan Documents, Mortgagee promptly shall refund to Mortgagor any excess Escrow Funds held by Mortgagee.

3. To pay and singular the costs, charges and expenses, including attorneys' fees, reasonably incurred or paid at any time by said Mortgagee, its successors, legal representatives or assigns, because of the failure on the part of Mortgagor, its successors, legal representatives or assigns to perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Loan Documents and such payment shall bear interest from date at the maximum rate of interest allowed by applicable law.
4. To keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, specifically including windstorm and floods coverage, for which Mortgagee reasonably requires insurance. Additionally, Mortgagor shall keep and maintain contents and liability insurance for casualty or damage occurring within the Property in an amount not less than the full insurable value of the improvements, but in no event for less than fifty percent (50%) of the original principal amount of the Note, in a company or companies to be reasonably approved by said Mortgagee, and the policy or policies, the Mortgagee, its successors, legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it or any part thereof for other

purposes without thereby waiving or impairing any equity, lien or right under or by virtue of this Mortgage, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the maximum rate of interest allowed by applicable law. If Mortgagor fails to maintain coverages described above, Mortgagee may, at Mortgagee's option obtain coverage to protect Mortgagee's rights in the Property and any amounts disbursed by mortgagee as a result of same shall become additional debt of Mortgagor secured by this Mortgage and shall bear interest from the date of disbursement at the maximum rate of interest allowed by applicable law.

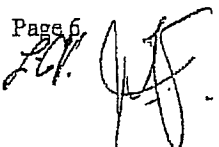
5. To permit, commit or suffer no waste, impairment or deterioration of the Property, or any part thereof, and to keep the same and improvements thereon in good condition and repair. To make no additions, alternations or improvements except by a licensed contractor pursuant to all required building permits issued by the appropriate governmental authorities.

6. To perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants in each of the Loan Documents.

7. It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to extend to Mortgagor the loan evidenced by the Note, Mortgagee has considered and relied on the creditworthiness and reliability of Mortgagor. Recognizing such reliance, Mortgagor covenants and agrees not to sell, convey, transfer or encumber (including but not limited to, wraparound Mortgages) any interest in or any part of the real property described herein, or any ownership or other interest in the Mortgagor, without the prior written consent of the Mortgagee, and any such sale, conveyance, transfer or encumbrance made without the prior written consent of the Mortgagee shall result in the automatic acceleration of all indebtedness due and owing under the Note and same shall be then deemed immediately due and payable together with any prepayment penalty. If any person shall obtain an interest in all or any part of the Property or any interest in Mortgagor as described herein pursuant to the execution or enforcement of any lien, security interest or other right, but only if superior or equal to the Mortgage or the lien hereof, such event (absent the express approval of Mortgagee) shall be deemed to be a transfer by Mortgagor and shall result in the automatic acceleration of all indebtedness due and owing under the Note and same shall be then deemed immediately due and payable.

8. If any of said sums of money herein referred to are not promptly and fully paid within ten (10) days next after the same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of the Loan Documents are not fully performed, complied with and abided by, within thirty (30) days of Mortgagor receiving written notice thereof, the said aggregate sum mentioned in the Note shall become due and payable forthwith or thereafter at the option of the Mortgagee, its successors, legal representatives or assigns, as fully and completely as if the said aggregate sum stated in the Note, plus any additional funds advanced hereunder were originally stipulated to be paid on such day anything in any of the Loan Documents to the contrary notwithstanding.

9. If Mortgagor fails to perform the covenants and agreements contained in any of the Loan Documents within thirty (30) days of Mortgagor receiving written notice thereof, or if there is a legal proceeding that significantly may affect Mortgagee's rights in the Property (such as a proceeding in bankruptcy, probate or condemnation or forfeiture or to enforce laws or regulations), then Mortgagee may do and pay whatever is necessary to protect the value of the Property. Mortgagee's actions may include, but shall not be limited to, paying any sums secured by a lien which has priority over the Mortgage, appearing in court, and entering on the Property to make repairs. Although Mortgagee may take action under this Paragraph, Mortgagee does not have to do so. Any amounts disbursed by Mortgagee under this Paragraph shall become additional debt of Mortgagor secured by this Mortgage. In connection with any such action, including Mortgagee's participation in any legal action involving this Mortgage or the Loan, including any foreclosure action and/or any proceeding in the United States Bankruptcy Court filed by or against Mortgagor, Mortgagor shall pay Mortgagee's reasonable attorneys' fees (including reasonable attorneys' fees incurred by Mortgagee's closing attorneys if Mortgagee's closing attorneys are joined as a party defendant in any such proceeding, and/or in connection with Mortgagee's closing attorneys' expenditure of time, at customary hourly rates, in connection with any legal action brought by or against Mortgagee and Mortgagee's closing attorneys' expenditure of time in defending an action brought against Mortgagee's closing attorneys as a party defendant). Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the maximum rate of interest allowed by applicable law and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.



10. In the event that Mortgagor become the subject of any proceeding under any Chapter of Title 11 United States Code (hereinafter the "Bankruptcy Code"), Mortgagee shall be and is entitled to relief from, and the absolute and immediate lifting of any automatic stay as to the enforcement of Mortgagee's remedies under any of the Loan Documents against the Property encumbered by the Mortgage, including but not limited to relief from the stay imposed by Section 362 of the Bankruptcy Code, as amended, in any bankruptcy proceedings. In the event of any voluntary or involuntary petition in bankruptcy by or against Mortgagor, Mortgagor shall not assert or request any other party to assert the automatic stay provided by Section 362 of the Bankruptcy Code and nothing shall operate or be interpreted to stay, interdict, condition, reduce or inhibit the ability of Mortgagee to enforce any rights it has by virtue of the Mortgage against the Property encumbered by the Mortgage.

11. In addition to any of the remedies contained herein, the whole of the principal sum and interest secured thereby shall become due automatically without notice upon:

a. The filing of or against the Mortgagor of any petition or application for relief, extension, moratorium or reorganization under any bankruptcy, insolvency or debtor's relief law or law where under the Mortgagor making, an assignment for the benefit of creditors that is not dismissed or discharged within sixty (60) days of such filing.

b. If a default exists under any junior or senior mortgage or any other lienor commences a foreclosure or other collection action which may affect the fee simple title to the Property.

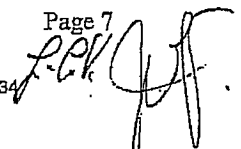
12. Nothing herein to the contrary notwithstanding, the Mortgagor and the Mortgagee agree that the Mortgagee does not at any time intend to charge nor does the Mortgagor have any obligation to pay interest at a rate which shall exceed the usury limits specified under the laws under the State of Florida applicable to the Loan Documents and the indebtedness evidenced thereby. If any interpretation of the provisions of this Agreement would require the Mortgagor to pay interest or other fees or sums which, in the opinion of Mortgagee or its counsel, would constitute a violation of the above mentioned intention of the parties, then the Mortgagee shall advise the Mortgagor in writing as to what reduced amount of interest or other charges or fees shall be paid and thereupon this Agreement shall be deemed to be interpreted and intended to read as set forth in writing the payment of said revised amount as the true intention of the parties. Any interest previously paid which would be construed under Florida law as usurious interest shall be deemed to have been a payment against principal as of the time of payment.

13. No waiver of any agreement, covenant, condition, representation, or warranty under any of the Loan Documents shall at any time hereafter be held to be a waiver of any of the other terms thereof or a continuing waiver thereof. Time is of the essence under all terms and conditions of the Loan Documents.

14. Each provision of this Mortgage and each of the other Loan Documents is intended to be severable and the invalidity or illegality of any portion of the Loan Documents shall not affect the validity or legality of the remainder hereof. Any ambiguities contained in the Loan Documents shall not be construed against the preparers of the Loan Documents. Mortgagor acknowledges that Mortgagor has had the opportunity to have counsel explain and each and every provision of each Loan Document to Mortgagor's satisfaction and that, following such explanations, Mortgagor has elected freely to proceed with the loan transaction set forth in the Loan Documents.

15. The covenants and agreements of this Mortgage and the other Loan Documents shall bind and benefit the successors and assigns of Mortgagee and Mortgagor. Any Mortgagor who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage and (c) agrees that Mortgagee and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or any of the other Loan Documents without that Mortgagor's consent.

16. The Note or a partial interest in the Note (together with this Mortgage) may be sold one or more times without prior notice to Mortgagor. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Mortgage. There may also be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Mortgagor will be given written notice of the

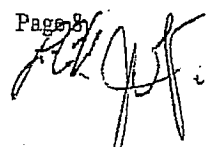


change. The notice will state the name and address of the new Loan Servicer and the address to which payments thereafter should be made. The notice also will contain any other information required by applicable law.

17. Mortgagor hereby assigns and transfers to Mortgagee any and all leases of this Property or any part thereof and the rents due and to become due under such leases, now or hereafter existing, and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee following an Event of Default, to demand, receive and enforce payment, to give receipts, releases and satisfactions and to sue, in the name of Mortgagor or Mortgagee, for all such rents, and to apply such rents to the outstanding loan amount in Mortgagee's sole discretion; provided, however that nothing herein shall be construed to bind Mortgagee to the performance of any of the terms and conditions of any lease or otherwise to impose any obligation on Mortgagee thereunder; and provided further, that absent the occurrence and continuance of an Event of Default hereunder, Mortgagor is hereby granted license, and shall have the right to collect, use and enjoy such rents, but not for more than the current month plus one month, in advance unless otherwise approved by Mortgagee. The assignment of the leases and rents in this Paragraph 17 is intended to be an absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest.

18. This Mortgage secures such future or additional advances (in addition to the principal amount of the Note) as may be made by Mortgagee or the holder hereof at its exclusive option, to Mortgagor or their successors or assigns in title, for any purpose, provided that all such advances are made within 15 years from the date of this Mortgage or within such lesser period of time as may be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such optional, future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration to the same extent as if such future or additional advances are made on the date of the execution of this Mortgage. The total amount of indebtedness secured by this Mortgage may be increased or decreased from time to time, but the total unpaid balance so secured at any one time shall not exceed the two hundred percent (200%) of the original principal amount evidenced by the Note, plus interest thereon and any disbursements made under this Mortgage for the payment of taxes, insurance or otherwise, with interest on such disbursements. It is agreed that any additional sum or sums advanced by Mortgagee shall be equally secured with, and have the same priority as, the original principal indebtedness payable under the note and shall be subject to all of the terms, provisions, and conditions of this Mortgage, whether or not such additional loans or advances are evidenced by other promissory notes of Mortgagor and whether or not identified by a recital that it or they are secured by this Mortgage. This Mortgage cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

19. This Mortgage is also intended to encumber and create a security interest in, and Mortgagor hereby grants to Mortgagee a security interest in, all sums on deposit with Mortgagee and all fixtures, chattels, accounts, equipment, inventory, contract rights, general intangibles and other personal property included within the Mortgaged Property other than personal property owned by tenants occupying space within the Mortgaged Property pursuant to written leases, all renewals, replacements of any of the aforementioned items, or articles in substitution therefor or in addition thereto or the proceeds thereof (said property is hereinafter referred to collectively as the "Collateral"), whether or not the same shall be attached to the Premises or the Improvements in any manner. It is hereby agreed that to the extent permitted by law, all of the foregoing property is to be deemed and held to be a part of and affixed to the Premises and the Improvements. The foregoing security interest shall also cover Mortgagor's leasehold interest in any of the foregoing property which is leased by Mortgagor. Notwithstanding the foregoing, all of the foregoing property shall be owned by Mortgagor and no leasing or installment sales or other financing or title retention agreement in connection therewith shall be permitted without the prior written approval of Mortgagee, other than in ordinary course of business with written notice to Mortgagee. Mortgagor shall, from time to time upon the request of Mortgagee, supply Mortgagee with a current inventory of all of the property in which Mortgagee is granted a security interest hereunder, in such detail as Mortgagee may reasonably require. Mortgagor shall promptly replace all of the Collateral subject to the lien or security interest of this Mortgage when worn or obsolete with Collateral comparable to the worn out or obsolete Collateral when new and will not, without the prior written consent of Mortgagee, except in the ordinary course of business, remove from the Premises or the Improvements any of the Collateral subject to the lien or security interest of this Mortgage except such as is replaced by an article of equal suitability and value as above provided, owned by Mortgagor free and clear of any lien or security interest except that created by this Mortgage and the other Loan Documents. All of the Collateral shall be kept at the location of the Premises except as otherwise required by the terms of the Loan Documents. Mortgagor shall not use any of the Collateral in violation of any applicable statute, ordinance or insurance policy.



This Mortgage constitutes a security agreement between Mortgagor and Mortgagee with respect to the Collateral in which Mortgagee is granted a security interest hereunder, and, cumulative of all other rights and remedies of Mortgagee hereunder, Mortgagee shall have all of the rights and remedies of a secured party under any applicable Uniform Commercial Code. Mortgagor hereby agrees to execute and deliver on demand and hereby irrevocably constitutes and appoints Mortgagee the attorney-in-fact of Mortgagor to execute and deliver and, if appropriate, to file with the appropriate filing officer or office, such security agreements, financing statements, continuation statements or other instruments as Mortgagee may request or require in order to impose, perfect or continue the perfection of the lien or security interest created hereby. To the extent specifically provided herein, Mortgagee shall have the right of possession of all cash, securities, instruments, negotiable instruments, documents, certificates and any other evidences of cash or other property or evidences of rights to cash rather than property, which are now or hereafter a part of the Mortgaged Property, and Mortgagor shall promptly deliver the same to Mortgagee, endorsed to Mortgagee, without further notice from Mortgagee. Mortgagor agrees to furnish Mortgagee with notice of any change in the name, identity, organizational structure, residence, or principal place of business or mailing address of Mortgagor within ten (10) days of the effective date of any such change. Upon the occurrence of any Event of Default, Mortgagee shall have the rights and remedies as prescribed in this Mortgage, or as prescribed by general law, or as prescribed by any applicable Uniform Commercial Code, all at Mortgagee's election. Any disposition of the Collateral may be conducted by an employee or agent of Mortgagee. Any person, including both Mortgagor and Mortgagee, shall be eligible to purchase any part or all of the Collateral at any such disposition. Expenses of retaking, holding, preparing for sale, selling or the like (including, without limitation, Mortgagee's reasonable attorneys' fees and legal expenses), together with interest thereon at the Default Interest Rate from the date incurred by Mortgagee until actually paid by Mortgagor, shall be paid by Mortgagor on demand and shall be secured by this Mortgage and by all of the other Loan Documents securing all or any part of the Debt. Mortgagee shall have the right to enter upon the Premises and the Improvements or any real property where any of the property which is the subject of the security interest granted herein is located to take possession of, assemble and collect the same or to render it unusable, or Mortgagor, upon demand of Mortgagee, shall assemble such property and make it available to Mortgagee at the Premises, or at a place which is mutually agreed upon or, if no such place is agreed upon, at a place reasonably designated by Mortgagee to be reasonably convenient to Mortgagee and Mortgagor. If notice is required by law, Mortgagee shall give Mortgagor at least ten (10) days' prior written notice of the time and place of any public sale of such property, or adjournments thereof, or of the time of or after which any private sale or any other intended disposition thereof is to be made, and if such notice is sent to Mortgagor, as the same is provided for the mailing of notices herein, it is hereby deemed that such notice shall be and is reasonable notice to Mortgagor. No such notice is necessary for any such property which is perishable, threatens to decline speedily in value or is of a type customarily sold on a recognized market. Any sale made pursuant to the provisions of this Section shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with a foreclosure sale hereof upon giving the same notice with respect to the sale of the Mortgaged Property hereunder. Furthermore, to the extent permitted by law, in conjunction with, in addition to or in substitution for the rights and remedies available to Mortgagee pursuant to any applicable Uniform Commercial Code

(a) In the event of a foreclosure sale, the Mortgaged Property may, at the option of Mortgagee, be sold as a whole; and

(b) It shall not be necessary that Mortgagee take possession of the aforementioned Collateral, or any part thereof, prior to the time that any sale pursuant to the provisions of this Section is conducted and it shall not be necessary that said Collateral, or any part thereof, be present at the location of such sale; and

(c) Mortgagee may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Mortgagee, including the sending of notices and the conduct of the sale, but in the name and on behalf of Mortgagee.

The name and address of Mortgagor (as Debtor under any applicable Uniform Commercial Code) are:

V-Strategic Group, LLC
2601 South Bayshore Drive, Ste. 600
Coconut Grove, Florida 33133

The name and address of Mortgagee (as Secured Party under any applicable Uniform Commercial Code) are:

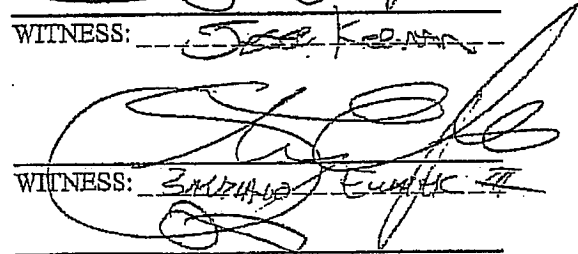
BMC Loan Servicing
501 Continental Plaza
3250 Mary Street
Coconut Grove, Florida 33133

20. MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT MORTGAGOR MAY HAVE TO A TRIAL BY JURY OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING HERETO OR THERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE ACCEPTING THIS MORTGAGE.

IN WITNESS WHEREOF, Mortgagor has caused this First Mortgage and Security Agreement to be executed the date and year first written above at Coconut Grove, Florida.

V-Strategic Group, LLC, a Florida limited liability company, by its managers

WITNESS:  _____

WITNESS:  _____

WITNESS:  _____

WITNESS:  _____

By:  _____

Juan Carlos Ventura, Managing Member

By:  _____


Jose M. Ventura, Managing Member

ACKNOWLEDGMENTS APPEAR ON PAGE 11

STATE OF FLORIDA) ss
COUNTY OF MIAMI-DADE)

THEN PERSONALLY APPEARED BEFORE ME, an officer duly authorized to administer oaths and accept acknowledgments within the State of Florida, Juan Carlos Ventura, as managing member of V-Strategic Group, LLC, a Florida limited liability company, who, having produced a current Florida driver's license as adequate photographic identification, did execute the foregoing First Mortgage and Security Agreement before me and did acknowledge such execution as the act and deed of said limited liability company.

WITNESS MY HAND AND SEAL this 27th day of December 2005 at Coconut Grove, Florida.



NAME: _____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My Commission Expires:




Jesse Keenan
Commission #DD476359
Expires: SEP 27, 2009

STATE OF FLORIDA) ss
COUNTY OF MIAMI-DADE)

THEN PERSONALLY APPEARED BEFORE ME, an officer duly authorized to administer oaths and accept acknowledgments within the State of Florida, Jose M. Ventura, as managing member of V-Strategic Group, LLC, a Florida limited liability company, who, having produced a current Florida driver's license as adequate photographic identification, did execute the foregoing First Mortgage and Security Agreement before me and did acknowledge such execution as the act and deed of said limited liability company.

WITNESS MY HAND AND SEAL this 27th day of December 2005 at Coconut Grove, Florida.



NAME: _____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My Commission Expires:

The Mortgagees named above
by and through their Servicing Agent and Attorney in Fact,
Berman Mortgage Corporation d/b/a BMC Loan Servicing

By: 

Mitchell Morgan, Senior Vice-President and C.F.O.

(CORPORATE SEAL)



Jesse Keenan
Commission #DD476359
Expires: SEP 27, 2009

SALENDING\Berman\Loan File\FLORIDA\10057-357 V-Strategic Group, LLC\Mortgage.wpd
File #10057-357:Friday, December 9, 2005
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First Mortgage and Security Agreement

BAKER CRONIG GASSENHEIMER LLP., ATTORNEYS AT LAW
307 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133 Telephone (305) 444.6300 Telefacsimile (305) 444.6334

Page 11

This instrument prepared by:
Jesse M. Keenan, Esquire
Baker Cronig Gassenheimer, LLP
307 Continental Plaza
3250 Mary Street
Coconut Grove, Florida 33133
Telephone (305) 444-6300

ASSIGNMENT OF LEASES AND RENTALS

THIS ASSIGNMENT OF LEASES AND RENTALS (this "Assignment") is made this executed this 21st day of December 2005 by V-Strategic Group, LLC, a Florida limited liability company (Florida Document #L05000043827; hereinafter "Assignor") of 848 Brickell Avenue, Suite 1210, Miami, Florida 33131 to Gerald R. Collins, as to an undivided 1.667% interest; Shirlee Thaler, as to an undivided 0.833% interest; Gibraltar Bank, as Trustee of the Stephen Zaron, M.D. Rollover IRA, as to an undivided 0.417% interest; Mildred Gidney, as Trustee for, The Mildred Gidney Revocable Trust, as to an undivided 0.417% interest; Kenneth Halperin, as to an undivided 0.133% interest; Albert J. Kaplan Irrevocable Trust, Leah Kaplan, Trustee, as to an undivided 0.083% interest; Marvin Kaplan and/or Catherine Ellison, as to an undivided 0.2% interest; David Russin, as to an undivided 0.833% interest; Solomon Yurman, as to an undivided 0.333% interest; Benjamin R. Behr Living Trust, as to an undivided 0.167% interest; Richard Gold, as to an undivided 0.333% interest; Esta Solomon, as to an undivided 0.5% interest; Bonnie Brooks and Ilene Tessler M.P. Pension Plan, as to an undivided 0.833% interest; David & Mryna Morris, as to an undivided 1.667% interest; Gabe Sanders or Barbara Sanders, as to an undivided 0.417% interest; Alexa S. Rossy, as to an undivided 0.167% interest; James B. and Sharon L. Jones, as to an undivided 0.833% interest; Karen Kulvin, as to an undivided 0.333% interest; Larry E. Wynne DDS, P.A. Profit Sharing Plan & Trust, as to an undivided 0.417% interest; Audrey Mannoni, as to an undivided 0.167% interest; Melvin A. Peller & Arlene R. Peller, as to an undivided 0.25% interest; Alejandro Hugo Tacsir, as to an undivided 0.167% interest; Janet Weinstein, as to an undivided 0.417% interest; Brooks Family Trust Dated 10/25/94, as to an undivided 0.417% interest; Lipp Irrevocable Trust FBO Kira Nicole Lipp, as to an undivided 0.167% interest; Steven C. Cronig, as to an undivided 0.833% interest; LMJ Family Investments, L.L.C., as to an undivided 0.833% interest; Lipp Irrevocable Trust FBO Aaron Donald Lipp, as to an undivided 0.167% interest; Lipp Irrevocable Trust FBO Andrew Mark Lipp, as to an undivided 0.167% interest; Henry & Marci Yunes, as to an undivided 0.833% interest; Joel M. or Deborah Sokol, as to an undivided 1.667% interest; Norma Giffords, as to an undivided 0.417% interest; Ira Goldsmith Revocable Trust, as to an undivided 0.417% interest; Lawrence Norman Phillips, as to an undivided 0.417% interest; Edward L. & Deanna D. Clark, as to an undivided 0.667% interest; Norman Keeran, as to an undivided 0.25% interest; William McBride, as Trustee for, the William Byrl McBride Trust, as to an undivided 0.417% interest; SLJ Properties, Inc., as to an undivided 1.5% interest; E. Harold & Linda W. Gassenheimer, as to an undivided 1.667% interest; Scott & Shari Notowitz, as to an undivided 0.417% interest; Brad Kern, as to an undivided 0.5% interest; Jerome Kern Trust, as to an undivided 0.833% interest; Jorge Ernesto Zarini, as to an undivided 0.167% interest; Edward Kasold, as to an undivided 0.833% interest; Wendy Pagan, as to an undivided 0.833% interest; Willard P. & Linda E. Longfellow, as to an undivided 0.25% interest; Gus B. Nuckols & Marilyn S. Nuckols JTWROS, as to an undivided 1.417% interest; Philip A. Parlagreco TR Philip A. U/T/D 5/25/89, as to an undivided 0.167% interest; Robert M. Ruby, as to an undivided 0.333% interest; Kafika Carmel, as to an undivided 0.833% interest; Julius & Rita Bayes, Co-Trustees Under the Agmt Dated 3/28/89, as to an undivided 0.5% interest; Marguerite Pons-Williamson, as to an undivided 0.167% interest; Lawrence Goldberg, PA., as to an undivided 0.25% interest; Charles R. Gremier Trust, as to an undivided 0.833% interest; Charles J. Kane Profit Sharing Plan, as to an undivided 1% interest; Charles J. Kane, as to an undivided 1.667% interest; J & D Capital Corporation, as to an undivided 2.5% interest; Douglas N. Rice, as to an undivided 0.167% interest; Kenny Campbell, as to an undivided 1.667% interest; Franklin E. Ward and/or Christina Ward, as to an undivided 0.083% interest; Edward J. or Nancy A. Dranginis POD Patricia Dranginis, as to an undivided 0.667% interest; Ethlyn J. Pastina Sheldon, as to an undivided 0.167% interest; Lawrence M. Marks and/or Toby Marks, as to an undivided 0.833% interest; Fagenholz Family LTD Partnership, as to an undivided 1.667% interest; George A. Oyarzun, as to an undivided 0.417% interest; Bruce Kasold, as to an undivided 0.417% interest; Francine Lipp, as to an undivided 0.333% interest; Marc Schwartz Family Trust, as to an undivided 0.417% interest; Scott Flower, as to an undivided

Assignment of Leases and Rentals

Page 1

BAKER CRONIG GASSENHEIMER LLP, ATTORNEYS AT LAW
307 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133 Telephone (305) 444.6300 Telefacsimile (305) 444.6334

EXHIBIT

tabbles

D

0.25% interest; Paul Eitel, as to an undivided 0.417% interest; Richard B. Camel, as to an undivided 0.417% interest; Agueda Balboa-Pol, as to an undivided 0.417% interest; Roger and Goldie Wasman, as to an undivided 1.667% interest; Abba E. Borowich, as to an undivided 0.333% interest; Scott E. Pierce, as to an undivided 0.417% interest; Thomas A. Griffith Sr., as to an undivided 3.333% interest; Barbara C. Woolverton, as to an undivided 0.833% interest; Harold M. Braxton, as to an undivided 0.167% interest; Marlene Heller & Robert Heller JTWROS, as to an undivided 0.417% interest; John Alderman, as to an undivided 0.417% interest; Irwin Buddy Levine, as to an undivided 1.667% interest; Curtis A. James III, as to an undivided 0.333% interest; R. Faulton Williams Revocable Trust, as to an undivided 0.333% interest; Joseph &/or Kelly Landsiedel, as to an undivided 0.167% interest; Harold J. Flockhart III, as to an undivided 0.167% interest; Diana Wain Menzer, as to an undivided 0.25% interest; Leonard Schupak, as to an undivided 0.833% interest; Patricia Robbins, as to an undivided 0.167% interest; William C. Mercurio, as to an undivided 0.5% interest; Stanley H. Fischer, as to an undivided 0.667% interest; S.J.M. Investments, LLC, as to an undivided 1% interest; Achelis LTD., as to an undivided 0.167% interest; Alan Cohn Trustee for the Alan W. Cohn Revocable Trust #1, as to an undivided 1.667% interest; Scott A. Poulin, as to an undivided 0.417% interest; Lawrence Feldman, as to an undivided 1.25% interest; Gregg O. Hanson or Jamie H. Hanson JTWROS, as to an undivided 0.333% interest; The Howard Goldstein Living Revocable Trust, as to an undivided 1.667% interest; Dwight Edwards, as to an undivided 0.25% interest; Robert and/or Gloria Weintraub, as to an undivided 0.417% interest; Suman Dahiya-Shah, as to an undivided 0.167% interest; Robert R. Allen, as to an undivided 0.333% interest; Marta S. Lizama, as to an undivided 0.417% interest; John K. Floyd, as to an undivided 1.667% interest; Patricia Doyle, as to an undivided 0.167% interest; Lucio and Connie Mariano, as to an undivided 0.417% interest; Jay and/or Ilene Strobing, as to an undivided 0.167% interest; Batya Bayes &/or Michelle Bayes &/or Jaclyn Bayes &/or Stuart Bayes, as to an undivided 0.833% interest; Robert G. Miller Jr., as to an undivided 0.833% interest; Robert L. Stecher, as to an undivided 3.333% interest; Universal Chemical and Supply Corp., as to an undivided 0.333% interest; Gordon Miller r/o IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Forrest Rhea Nichols IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Charles R. Gremier IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the William Jacobs IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Douglas Kniskern IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Harvey A. Shulman S/D IRA, as to an undivided 0.667% interest; Coconut Grove Bank, as Custodian of the Arthur Feinberg Rollover IRA, as to an undivided 0.417% interest; Coconut Grove Bank, as Custodian of the Victor Blaha IRA, as to an undivided 0.417% interest; Coconut Grove Bank, as Custodian of the Gary Farnsworth IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Barry Kendall IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Don Davis IRA, as to an undivided 1.083% interest; Coconut Grove Bank, as Custodian of the Thomas Kenna IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Steven Berman IRA #1, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Robert Dzmidas IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Stanley Margulies IRA, as to an undivided 0.417% interest; Coconut Grove Bank, as Custodian of the Peter M. Holahan IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Gail Lane Cörenblum Rollover IRA, as to an undivided 0.333% interest; Coconut Grove Bank, as Custodian of the Charles Parlagreco IRA, as to an undivided 0.583% interest; Coconut Grove Bank, as Custodian of the Judith Parker S/D R/O IRA, as to an undivided 0.25% interest; Coconut Grove Bank, as Custodian of the Henry Coppola IRA, as to an undivided 0.25% interest; Coconut Grove Bank, as Custodian of the Richard Jacobs IRA, as to an undivided 0.417% interest; Coconut Grove Bank, as Custodian of the Marilyn Himmel IRA, as to an undivided 0.25% interest; Coconut Grove Bank, as Custodian of the David Thompson IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Calvin Williamson Tinsley III IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Peter J. Fallon Jr. IRA, as to an undivided 0.75% interest; Coconut Grove Bank, as Custodian of the James Miller IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Gerard Seagriff R/O IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Bruce Shulman IRA, as to an undivided 0.167% interest; Coconut Grove Bank, as Custodian of the Stanley S. Hayden R/O IRA, as to an undivided 0.583% interest; Coconut Grove Bank, as Custodian of the Royal O. White IRA, as to an undivided 0.167% interest; Coconut Grove Bank, as Custodian of the Joseph F. Edmondson s/d r/o IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the David Mumme Rollover IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Ralph E. Marcus Rollover IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the James Hourin ROTH IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Betty Jane

Reedy IRA, as to an undivided 0.333% 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 (hereinafter collectively the "Assignee") by and through their servicing agent and attorney in fact, Berman Mortgage Corporation d/b/a BMC Loan Servicing, 501 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133.

Berman Mortgage Corporation d/b/a BMC Loan Servicing, as the Assignee's servicing agent and attorney in fact, shall have the power to accept payments of principal and interest hereunder including full or partial prepayments, to issue partial releases from and satisfactions of this Assignment, to issue estoppel information, to settle and compromise the debt secured hereby as it shall determine in its reasonable discretion, and in all other respects to deal with the Note, the Mortgage, this Assignment and the loan evidenced hereby in the same manner as the Assignee could do in its own name. Each of the foregoing persons named as an Assignee above, by the extension of their proportionate share of the Loan evidenced hereby, appoints Berman Mortgage Corporation d/b/a BMC Loan Servicing and its Chief Financial Officer, Mitchell Morgan, with full power of substitution, their true and lawful attorney in fact for the purpose of carrying out the foregoing powers and duties. This power of attorney, being coupled with an interest, shall be irrevocable.

RECITALS

Assignor is the owner in fee simple of the following parcel of real property situate in Broward County, Florida:

Parcel "D", Three Islands 2nd Section, according to the plat thereof, as recorded in Plat Book 77, Page(s) 37, Public Records of Broward County.

Assignee is the owner and holder of a First Mortgage and Security Agreement of even date herewith, which First Mortgage and Security Agreement secures repayment of the original principal sum of Six Million and 00/100 Dollars (\$6,000,000.00; "Mortgage Loan") and interest, made by Assignor to Assignee and which encumbers the foregoing real property and all personal property located thereupon.

Assignee, as a condition to extending the aforesaid Mortgage Loan, has required the execution of this assignment of the leases and rentals of the above-described premises by the Assignor.

NOW, THEREFORE, in order to further secure the payment of the indebtedness of the Assignor to the Assignee, and in consideration of the making of the loan represented by the aforesaid Mortgage and the Notes secured thereby, the said Assignor does hereby sell, assign, transfer and set over unto the Assignee all of its interest in the leases and the rents, issues and profits of the aforesaid premises, this assignment to become effective immediately, but the Assignee hereby grants to the Assignor a license to collect said rents until a default shall occur under any of the terms and conditions of the aforesaid Mortgage, and upon the occurrence of any such default, the license herein granted shall terminate.

1. The Assignor hereby authorizes the Assignee, by its officers, employees, or agents, at its option, after the occurrence of a default as aforesaid, to enter upon the premises and to collect, in the name of the Assignor or in its own name as Assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period of the continuance of the default or any other default; and to this end, the Assignor further agrees that it will assist the Assignee in the collection of said rents, and will, at the request of the Assignee, execute a written notice to each tenant directing the tenant to pay rent to the Assignee.

2. The Assignor also authorizes the Assignee upon such entry, at its option, to take over and assume the management, operation and maintenance of the premises and to perform all acts necessary and proper and to expend such sums out of the income of the premises as may be necessary in connection therewith, in the same manner and to the same extent as the Assignor theretofore might do, including, but not limited to, the right to effect new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases, to renew existing leases, or to make concessions

to tenants; the Assignor hereby releases the Assignee from any and all liability and claims against the Assignee arising out of such management, operation and maintenance.

3. The Assignee shall, after payment of all proper charges and expenses, including reasonable compensation to any Managing Agent as it shall select and employ, and after the accumulation of a reserve to meet taxes, assessments, and premiums for fire and liability insurance, credit the net amount of income to any amounts due and owing by the Assignor under the terms of the mortgage and notes secured thereby. The manner of the application of such net income and what items shall be credited, shall be determined in the sole discretion of the Assignee.

4. In the event, however, that the Assignor shall reinstate the mortgage loan completely, in good standing, having complied with all the terms, covenants and conditions of the said mortgage and the notes secured thereby, then the Assignee shall reinstate the license granted to Assignor and shall return the possession and management of the mortgaged premises to the Assignor. In the event of another default by the Assignor, then the license shall again terminate and Assignee may at its option again take possession of the premises under authority of this instrument.

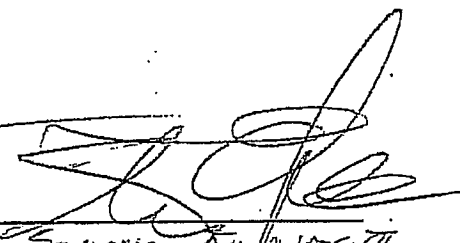

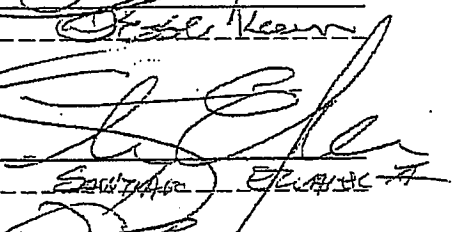
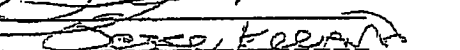
5. The Assignor covenants and warrants to the Assignee that it has not executed any prior assignment or pledge of all or any part of the rentals of the premises, nor any prior assignment or pledge of its landlord's interest in any lease of any part of said premises, other than to the holders of the First Mortgages currently encumbering the Property. The Assignor also covenants and agrees not to collect the rents of said premises in advance, other than as required to be paid in advance by the terms of any rental agreement, and further agrees not to do any other act which would destroy or impair the benefits to the Assignee of this assignment.

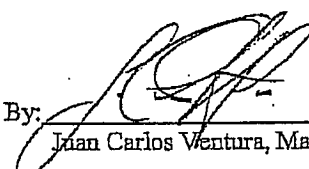
6. It is not the intention of the parties hereto that any entry by the Assignee upon said premises or any part thereof under terms of this instrument shall constitute the said Assignee a "mortgagee in possession" in contemplation of law, except at the option of the Assignee.

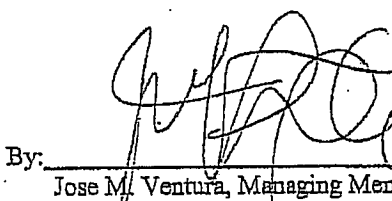
7. The provisions of this instrument shall be binding upon the Assignor, its successors and assigns, and upon the Assignee and its successors and assigns. In the event Assignee shall subsequently assign the said mortgage, then this Assignment shall automatically continue, without the necessity of any separate or further assignment as additional security for said mortgage and notes and shall be valid and enforceable in the hands of each and every subsequent assignee of the said mortgage.

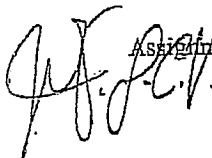
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed the date and year first written above at Coconut Grove, Florida.

V-Strategic Group, LLC, a Florida limited liability company, by its managers

WITNESS: 
WITNESS: 
WITNESS: 
WITNESS: 

By: 
Juan Carlos Ventura, Managing Member

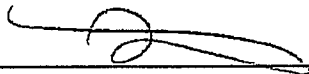
By: 
Jose M. Ventura, Managing Member




STATE OF FLORIDA) ss
COUNTY OF MIAMI-DADE)

THEN PERSONALLY APPEARED BEFORE ME, an officer duly authorized to administer oaths and accept acknowledgments within the State of Florida, Juan Carlos Ventura, as manager of V-Strategic Group, LLC, a Florida limited liability company, who, having produced a current Florida driver's license as adequate photographic identification, did execute the foregoing Assignment of Leases and Rentals before me and did acknowledge such execution as the act and deed of said limited liability company.

WITNESS MY HAND AND SEAL this 29 day of December 2005 at Coconut Grove, Florida.





NAME: _____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My Commission Expires: _____
(SEAL)  Jesse Keenan
Commission #DD476359
Expires: SEP 27, 2009

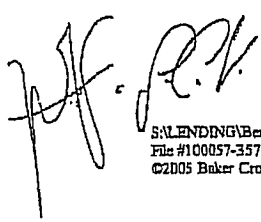
STATE OF FLORIDA) ss
COUNTY OF MIAMI-DADE)

THEN PERSONALLY APPEARED BEFORE ME, an officer duly authorized to administer oaths and accept acknowledgments within the State of Florida, Jose M. Ventura, as manager of V-Strategic Group, LLC, a Florida limited liability company, who, having produced a current Florida driver's license as adequate photographic identification, did execute the foregoing Assignment of Leases and Rentals before me and did acknowledge such execution as the act and deed of said limited liability company.

WITNESS MY HAND AND SEAL this 29 day of December 2005 at Coconut Grove, Florida.



NAME: _____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My Commission Expires: _____
(SEAL)  Jesse Keenan
Commission #DD476359
Expires: SEP 27, 2009


SALENDING\Berman\Loan Files\FLORIDA\10057-357 V-Strategic Group, LLC Assignment of Leases and Rentals.wpd
File #10057-357: Thursday, December 15, 2005
©2005 Baker Cronig Gassenheimer LLP.

This instrument prepared by:
Jesse M. Keenan, Esquire
Baker Cronig Gassenheimer LLP.
307 Continental Plaza
3250 Mary Street
Coconut Grove, Florida 33133
Telephone (305) 444-6300

NOTE TO RECORDER: Documentary stamp tax in the sum of \$7,000.00 and intangible tax in the sum of \$4,000.00 are payable in connection with the \$2,000,000.00 future advance evidenced hereby.

**FIRST NOTICE OF FUTURE ADVANCE;
MODIFICATION OF NOTE, MORTGAGE,
AND RELATED LOAN DOCUMENTS**

THIS FIRST NOTICE OF FUTURE ADVANCE; MODIFICATION OF NOTE, MORTGAGE, AND RELATED LOAN DOCUMENTS (this "Modification") is made and executed this 13th of January 2006 by and between V-Strategic Group, LLC, a Florida limited liability company (Florida Document #L05000043827; hereinafter the "Borrower") of 848 Brickell Avenue, Suite 1210, Miami Florida 33131 and Gerald R. Collins, *et al*, ("Lenders") by and through their servicing agent and attorney in fact, M.A.M.C. Incorporated as successor interest to Berman Mortgage Corporation d/b/a BMC Loan Servicing, 501 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133.

RECITALS

On December 21, 2005, the Lenders extended a loan to Borrower in the original principal sum of Six Million and 00/100 Dollars (\$6,000,000.00; the "Loan"). In connection with the Loan, Borrower executed a promissory note in the original principal sum of Six Million and 00/100 Dollars (\$6,000,000.00) in favor of Lenders (the "Note"); a first position mortgage and security agreement which was filed for record on January 10, 2006 in Official Records Book 41242 at Page 389 of the Public Records of Broward County, Florida (the "Mortgage"); an Assignment of Leases and Rentals which was filed for record on January 10, 2006 in Official Records Book 41242 at Page 400 of the Public Records of Broward County, Florida (the "Assignment of Leases"); and various other ancillary loan documents (collectively, the "Ancillary Loan Documents"), and together with the Note, the Mortgage, and the Assignment of Leases and Rentals, the "Loan Documents");

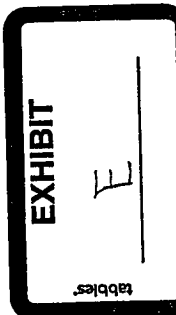
The Loan Documents encumber real property situate in Broward County, Florida, more particularly described as follows (hereinafter together the "Land");

Parcel "D", Three Islands 2nd Section, according to the plat thereof, as recorded in Plat Book 77, Page(s) 37, Public Records of Broward County.

The Mortgage provides that Borrower may borrow additional funds pursuant to a "future advance" clause and the security under the First Mortgage for the repayment of such additional borrowings will relate back to the date of the First Mortgage and have the same priority as funds initially disbursed under the Note.

Borrower has requested that the Lenders identified in Section 3 hereof extend such a future advance in the sum of Two Million and 00/100 Dollars (\$2,000,000.00), such sum to be added to the outstanding principal balance of the Note and for which repayment shall be secured by the First Mortgage and the other Loan Documents. The Lenders have agreed to extend said future advance and to consolidate the security of the Loan as set forth herein.

Modification



[Handwritten signatures and initials]

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by each party to the other, the adequacy and receipt of which hereby are acknowledged, the parties agree to modify the Loan Documents as follows:

1. Recitals. The foregoing recitals are true, correct and complete and are incorporated herein by reference.
2. Future Advance. The Lenders identified in Section 3 hereof hereby extend an additional Two Million and 00/100 Dollars (\$2,000,000.00) future advance to Borrower. Borrower has delivered to the Lenders the Future Advance Promissory Note dated January 13, 2006 which provides that original principal sum of the Note after disbursement of the future advance shall be Eight Million and 00/100 Dollars (\$8,000,000.00 USD; the "Future Advance Promissory Note"), with interest to accrue on the revised principal amount as of the date of this Modification. Payments hereafter shall be made as follows:

Interest shall accrue at a fixed rate of fourteen and one-half percent (14.5%) during the entire term of the Loan. One payment of Eighty-six Thousand, Five Hundred Thirty-two and 26/100 Dollars (\$86,532.26) due on February 1, 2006 and Thirty-three (33) payments of interest only monthly payments in the sum of Ninety-six Thousand, Six Hundred Sixty-six and 67/100 Dollars (\$96,666.67) each, beginning March 1, 2006 and continuing on the first day of each month during the term of the Loan, to and through December 1, 2008, together with one final payment equal to the entire outstanding principal balance, plus all then-accrued interest, which shall be due and payable on January 1, 2009 (the "Maturity Date").

3. Identity of Lenders. As of the date of this future advance, the "Lenders" hereafter shall be the following: Gerald R. Collins, as to an undivided 2.5% interest; Shirlee Thaler, as to an undivided 0.625% interest; Violet A. Hayden and/or Stanley S. Hayden, as to an undivided 0.313% interest; Robert G. Miller, as to an undivided 0.625% interest; Gibraltar Bank, as Custodian of the Stephen Zaron, M.D. Rollover IRA, as to an undivided 0.625% interest; Sonia Fardales, as to an undivided 0.063% interest; Mildred Gidney, as Trustee for, The Mildred Gidney Revocable Trust, as to an undivided 0.313% interest; Fredric V. Giffords, as to an undivided 0.625% interest; Arlene Greenstein, as to an undivided 0.188% interest; Kenneth Halperin, as to an undivided 0.1% interest; Albert J. Kaplan Irrevocable Trust, Leah Kaplan, Trustee, as to an undivided 0.063% interest; Marvin Kaplan and/or Catherine Ellison, as to an undivided 0.15% interest; David Russin, as to an undivided 0.938% interest; Solomon Yurman, as to an undivided 0.25% interest; Benjamin R. Behr Living Trust, as to an undivided 0.125% interest; Richard Gold, as to an undivided 0.25% interest; Jeffrey R. Goldstein, as to an undivided 0.625% interest; Esta Solomon, as to an undivided 0.375% interest; Bonnie Brooks and Ilene Tessler M.P. Pension Plan, as to an undivided 0.625% interest; David & Mryna Morris, as to an undivided 1.25% interest; Albert V. Harrison, Jr. & Elizabeth G. Harrison, as to an undivided 0.313% interest; Gabe Sanders or Barbara Sanders, as to an undivided 0.313% interest; Alexa S. Rossy, as to an undivided 0.125% interest; Iris Raderman Trust, as to an undivided 1.25% interest; Helen A. Lin, as to an undivided 0.125% interest; James B. and Sharon L. Jones, as to an undivided 0.625% interest; Delsie Lipton Revocable Trust, as to an undivided 1.25% interest; Jeanne C. Latour, as to an undivided 0.125% interest; Karen Kulvin, as to an undivided 0.25% interest; Larry E. Wynne DDS, P.A. Profit Sharing Plan & Trust, as to an undivided 0.313% interest; Audrey Mannoni, as to an undivided 0.125% interest; Melvin A. Peller & Arlene R. Peller, as to an undivided 0.188% interest; Alejandro Hugo Tacsir, as to an undivided 0.125% interest; Janet Weinstein, as to an undivided 0.313% interest; Brooks Family Trust Dated 10/25/94, as to an undivided 0.313% interest; Lipp Irrevocable Trust FBO Kira Nicole Lipp, as to an undivided 0.125% interest; Steven C. Cronig, as to an undivided 1.25% interest; LMJ Family Investments, L.L.C., as to an undivided 0.625% interest; Donna Riven (Gordon) Revocable Trust, as to an undivided 0.25% interest; Lipp Irrevocable Trust FBO Aaron Donald Lipp, as to an undivided 0.125% interest; Lipp Irrevocable Trust FBO Andrew Mark Lipp, as to an undivided 0.125% interest; Henry & Marci Yunis, as to an undivided 0.625% interest; Joel M. or Deborah Sokol, as to an undivided 1.25% interest; Norma Giffords, as to an undivided 0.313% interest; Ira Goldsmith Revocable Trust, as to an undivided 0.313% interest; Lawrence Norman Phillips, as to an undivided 0.313% interest; Edward L. & Deanna D. Clark, as to an undivided 0.5% interest; Norman Keeran, as to an undivided 0.18% interest; William McBride, as Trustee for, the William Byrl McBride, as to an undivided 0.313% interest; SLJ Properties, Inc., as to an undivided 1.125% interest; E. Harold & Linda W. Gassenheimer, as to an undivided 1.25% interest; Scott & Shari Notowitz, as to an undivided 1.25% interest.
- Modification

an undivided 0.313% interest; Brad Kern, as to an undivided 0.375% interest; Jerome Kern Trust, as to an undivided 0.625% interest; Jorge Ernesto Zarini, as to an undivided 0.125% interest; Tema Burk, as to an undivided 0.125% interest; Katherine V. Sims, as to an undivided 0.375% interest; Edward Kasold, as to an undivided 0.625% interest; Wendy Pagan, as to an undivided 0.625% interest; Jack or Marsha Kotkin, as to an undivided 0.375% interest; Willard P. & Linda E. Longfellow, as to an undivided 0.188% interest; Gus B. Nuckols & Marilyn S. Nuckols JTWROS, as to an undivided 1.063% interest; Philip A. Parlagreco TR Philip A. U/T/D 5/25/89, as to an undivided 0.125% interest; Robert M. Ruby, as to an undivided 0.25% interest; Katika Carmel, as to an undivided 0.625% interest; Julius & Rita Bayes, Co—Trustees Under the Agmt Dated 3/28/89, as to an undivided 0.375% interest; Marguerite Pons-Williamson, as to an undivided 0.125% interest; Lawrence Goldberg, PA., as to an undivided 0.188% interest; Howard Feinberg, as to an undivided 0.563% interest; Charles R. Gremler Trust, as to an undivided 0.625% interest; Charles J. Kane Profit Sharing Plan, as to an undivided 0.75% interest; Charles J. Kane, as to an undivided 1.25% interest; J & D Capital Corporation, as to an undivided 1.875% interest; Douglas N. Rice, as to an undivided 0.75% interest; Kenny Campbell, as to an undivided 1.25% interest; Franklin E. Ward and/or Christina Ward, as to an undivided 0.063% interest; Edward J. or Nancy A. Dranginis POD Patricia Dranginis, as to an undivided 0.5% interest; Ethlyn J. Pastina Sheldon, as to an undivided 0.125% interest; Lawrence M. Marks and/or Toby Marks, as to an undivided 0.625% interest; Fagenholz Family LTD Partnership, as to an undivided 1.25% interest; George A. Oyarzun, as to an undivided 0.313% interest; Bruce Kasold, as to an undivided 0.313% interest; Francine Lipp, as to an undivided 0.25% interest; Marc Schwartz Family Trust, as to an undivided 0.313% interest; Scott Flower, as to an undivided 0.188% interest; Paul Eitel, as to an undivided 0.313% interest; Arin B. Maercks, as to an undivided 0.188% interest; Richard B. Carmel, as to an undivided 0.313% interest; Agueda Balboa-Pol, as to an undivided 0.313% interest; Roger and Goldie Wasman, as to an undivided 1.25% interest; Abba E. Borowich, as to an undivided 0.25% interest; Scott E. Pierce, as to an undivided 0.313% interest; Catherine C. Proenza, as to an undivided 0.125% interest; Thomas A. Griffith Sr., as to an undivided 2.5% interest; Ramesh Outram, as to an undivided 0.125% interest; Barbara C. Woolverton, as to an undivided 0.625% interest; Morris Berger, as to an undivided 1.25% interest; Marlene Heller & Robert Heller JTWROS, as to an undivided 0.313% interest; John Alderman, as to an undivided 0.313% interest; Irwin Buddy Levine, as to an undivided 1.25% interest; Curtis A. James III, as to an undivided 0.25% interest; R. Faulton Williams Revocable Trust, as to an undivided 0.25% interest; Joseph &/or Kelly Landsiedel, as to an undivided 0.125% interest; Diana Wain Menzer, as to an undivided 0.188% interest; Leonard Schupak, as to an undivided 0.625% interest; Patricia Robbins, as to an undivided 0.125% interest; William C. Mercurio, as to an undivided 0.375% interest; Alisa Lammie-Manton, as to an undivided 0.25% interest; Stanley H. Fischer, as to an undivided 0.5% interest; Patricia Tinsley Penny, as to an undivided 0.313% interest; S.J.M. Investments, LLC, as to an undivided 0.75% interest; Achelis LTD., as to an undivided 0.125% interest; Alan Cohn Trustee for the Alan W. Cohn Revocable Trust #1, as to an undivided 1.25% interest; Scott A. Poulin, as to an undivided 0.313% interest; Lawrence Feldman, as to an undivided 1.875% interest; Gregg O. Hanson or Jamie H. Hanson JTWROS, as to an undivided 0.25% interest; Philip and/or Kelli Rosenfeld, as to an undivided 0.125% interest; The Howard Goldstein Living Revocable Trust, as to an undivided 1.25% interest; Dwight Edwards, as to an undivided 0.188% interest; Luis A. Mechoso Revocable Trust DTD 8/15/01, as to an undivided 0.625% interest; Robert and/or Gloria Weintraub, as to an undivided 0.313% interest; Suman Dahiya-Shah, as to an undivided 0.125% interest; Robert R. Allen, as to an undivided 0.25% interest; Marta S. Lizama, as to an undivided 0.313% interest; John K. Floyd, as to an undivided 1.563% interest; Patricia Doyle, as to an undivided 0.125% interest; Lucio and Connie Mariano, as to an undivided 0.313% interest; Jay and/or Ilene Strobins, as to an undivided 0.125% interest; Batya Bayes &/or Michelle Bayes &/or Jaclyn Bayes &/or Stuart Bayes, as to an undivided 1.25% interest; Robert L. Stecher, as to an undivided 2.5% interest; Universal Chemical and Supply Corp. Pension Plan, as to an undivided 2.875% interest; Jake P. Attias and Felicia S. Hurtado, JTWROS, as to an undivided 2.5% interest; Gordon Miller r/o IRA, as to an undivided 1.25% interest; Coconut Grove Bank, as Custodian of the Forrest Rhea Nichols IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the Charles R. Gremler IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the William Jacobs IRA, as to an undivided 1.25% interest; Coconut Grove Bank, as Custodian of the Douglas Kniskern IRA, as to an undivided 0.375% interest; Coconut Grove Bank, as Custodian of the Richard Hayes IRA, as to an undivided 0.125% interest; Coconut Grove Bank, as Custodian of the Harvey A. Shulman s/d IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Arthur Feinberg Rollover IRA, as to an undivided 0.313% interest; Coconut Grove Bank, as Custodian of the Victor Blaha IRA, as to an undivided 0.438% interest; Coconut Grove Bank,

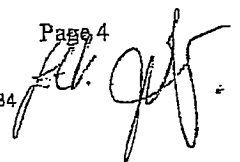
Modification

as Custodian of the Gary Farnsworth IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the Barry Kendall IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the Don Davis IRA, as to an undivided 1.438% interest; Coconut Grove Bank, as Custodian of the James J. Hourin IRA, as to an undivided 1.25% interest; Coconut Grove Bank, as Custodian of the Thomas Kenna IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the Steven Berman IRA #1, as to an undivided 1.25% interest; Coconut Grove Bank, as Custodian of the Robert Dzmidas IRA, as to an undivided 1.25% interest; Coconut Grove Bank, as Custodian of the Stanley Margulies IRA, as to an undivided 0.313% interest; Coconut Grove Bank, as Custodian of the Alicia M. Erckmann IRA, as to an undivided 0.125% interest; Coconut Grove Bank, as Custodian of the Peter M. Holahan IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the William E. Simmel IRA, as to an undivided 0.438% interest; Coconut Grove Bank, as Custodian of the Gail Lane Corenblum Rollover IRA, as to an undivided 0.25% interest; Coconut Grove Bank, as Custodian of the Charles Parlagreco IRA, as to an undivided 0.438% interest; Coconut Grove Bank, as Custodian of the Judith Parker Self Directed Rollover IRA, as to an undivided 0.188% interest; Coconut Grove Bank, as Custodian of the Dale Content IRA, as to an undivided 0.063% interest; Coconut Grove Bank, as Custodian of the Henry Coppola IRA, as to an undivided 0.188% interest; Coconut Grove Bank, as Custodian of the Richard Jacobs IRA, as to an undivided 0.313% interest; Coconut Grove Bank, as Custodian of the Marilyn Himmel IRA, as to an undivided 0.188% interest; Coconut Grove Bank, as Custodian of the David Thompson IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the Calvin Williamson Tinsley III IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the Peter J. Fallon Jr. IRA, as to an undivided 0.563% interest; Coconut Grove Bank, as Custodian of the William Rabig IRA, as to an undivided 0.125% interest; Coconut Grove Bank, as Custodian of the James Miller IRA, as to an undivided 0.375% interest; Coconut Grove Bank, as Custodian of the Francis P. Erckmann IRA, as to an undivided 0.25% interest; Coconut Grove Bank, as Custodian of the Gerard Seagriff R/O IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the Bruce Shulman IRA, as to an undivided 0.125% interest; Coconut Grove Bank, as Custodian of the Joan A. Haneman Rollover IRA, as to an undivided 0.25% interest; Coconut Grove Bank, as Custodian of the Stanley S. Hayden R/O IRA, as to an undivided 0.75% interest; Coconut Grove Bank, as Custodian of the Rebecca F. Hayden R/O IRA, as to an undivided 0.313% interest; Coconut Grove Bank, as Custodian of the Royal O. White IRA, as to an undivided 0.313% interest; Coconut Grove Bank, as Custodian of the Joseph F. Edmondson s/d r/o IRA, as to an undivided 1.25% interest; Coconut Grove Bank, as Custodian of the David Mumme Rollover IRA, as to an undivided 1.25% interest; Coconut Grove Bank, as Custodian of the Stephen Stong Rollover IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the Ralph E. Marcus Rollover IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the James Hourin ROTH IRA, as to an undivided 1% interest; Coconut Grove Bank, as Custodian of the Betty Jane Reedy IRA, as to an undivided 0.25% interest; Coconut Grove Bank, as Custodian of the William P. Roberts Rollover IRA, as to an undivided 0.375% 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 as set forth in Florida Statutes §689.071 (hereinafter collectively the "Mortgagee") by and through their servicing agent and attorney in fact, M.A.M.C. Incorporated, 501 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133.

M.A.M.C. Incorporated, as the Lender's servicing agent and attorney in fact, shall have the power to accept payments of principal and interest hereunder including full or partial prepayments under the Note, to issue partial releases from and satisfactions of the Mortgage, to issue estoppel information, to settle and compromise the debt secured hereby as it shall determine in its reasonable discretion, and in all other respects to deal with the Note, the Mortgage, the Loan Documents and the loan evidenced hereby in the same manner as the Lender could do in its own name. Each of the foregoing persons named as a Lender above, by the extension of their proportionate share of the Loan evidenced hereby, appoints M.A.M.C. Incorporated and its Senior Vice-President and Chief Financial Officer, Mitchell Morgan, with full power of substitution, their true and lawful attorney in fact for the purpose of carrying out the foregoing powers and duties. The foregoing power of attorney, being coupled with an interest, is irrevocable.

4. Payment Address. All payments hereafter shall be made to M.A.M.C. Incorporated, 501 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133.

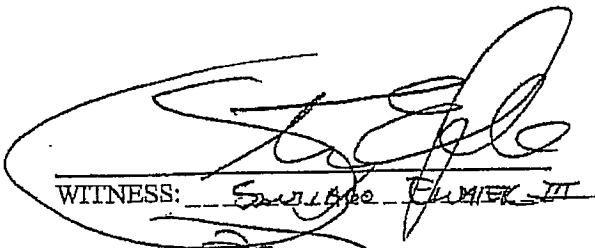
Modification



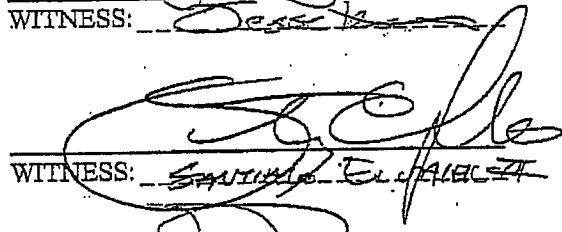
5. Continuing Representations. All statements, warranties, and representations made by Borrower in the Loan Documents continue to be true, correct and complete as of the date of this Modification and shall be deemed to have continued to be true, correct and complete throughout the term of the Loan unless Borrower otherwise promptly shall notify Lender in writing.

IN WITNESS WHEREOF, Borrower and Lenders have caused this Modification to be executed the date and year first written above at Coconut Grove, Florida.

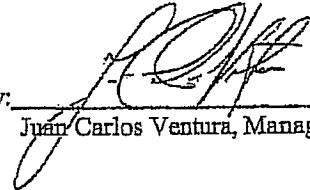
Borrower:
V-Strategic Group, LLC, a Florida limited liability company, by its managers

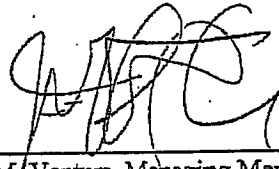

WITNESS: Samuel E. Miller III

WITNESS: Dennis Keen


WITNESS: Samuel E. Miller III

WITNESS: Dennis Keen

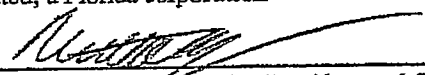
By: 
Juan Carlos Ventura, Managing Member

By: 
Jose M. Ventura, Managing Member

Lenders:
The Lenders named above by and through their
Serving Agent and Attorney in Fact, M.A.M.C.
Incorporated, a Florida corporation


WITNESS: Joseph E. Collier

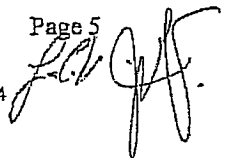
WITNESS: Joseph E. Collier

By: 
Mitchell Morgan, Senior Vice President and C.F.O.

(CORPORATE SEAL)

ACKNOWLEDGMENTS ON PAGE 5

Modification



STATE OF FLORIDA) ss.
COUNTY OF MIAMI-DADE)

THEN PERSONALLY APPEARED BEFORE ME, an officer duly authorized to administer oaths and accept acknowledgments within the State of Florida, **Juan Carlos Ventura**, as managing member of V-Strategic Group, LLC, a Florida limited liability company, who, having produced a current Florida driver's license as adequate photographic identification, did execute the foregoing Modification before me and did acknowledge such execution as the act and deed of said limited liability company.

WITNESS MY HAND AND SEAL this 13th day of January 2006 at Coconut Grove, Florida.

(SEAL)
NAME: _____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My Commission Expires:



Jesse Keenan
Commission #DD476359
Expires: SEP 27, 2009

STATE OF FLORIDA) ss.
COUNTY OF MIAMI-DADE)

THEN PERSONALLY APPEARED BEFORE ME, an officer duly authorized to administer oaths and accept acknowledgments within the State of Florida, **Jose M. Ventura**, as managing member of V-Strategic Group, LLC, a Florida limited liability company, who, having produced a current Florida driver's license as adequate photographic identification, did execute the foregoing Modification before me and did acknowledge such execution as the act and deed of said limited liability company.

WITNESS MY HAND AND SEAL this 13th day of January 2006 at Coconut Grove, Florida.

(SEAL)
NAME: _____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My Commission Expires:



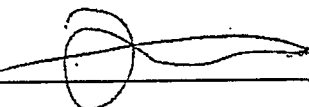
Jesse Keenan
Commission #DD476359
Expires: SEP 27, 2009

Modification

STATE OF FLORIDA) ss
COUNTY OF MIAMI-DADE)

THEN PERSONALLY APPEARED BEFORE ME an officer duly authorized to administer oaths and accept acknowledgments within the State of Florida, Mitchell Morgan, as Senior Vice-President and C.F.O. of M.A.M.C. Incorporated, a Florida corporation, who, having produced a current Florida driver's license as adequate photographic identification, did execute the foregoing Modification before me and did acknowledge such execution as the act and deed of said corporation and did affix the corporate Seal hereto.

WITNESS MY HAND AND SEAL this 15 day of January 2006 at Coconut Grove, Florida.



NAME: _____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My Commission Expires:



Jesse Keenan
Commission #DD476359
Expires: SEP 27, 2009

S:\LENDING\Berman\Loan Files\FLORIDA\10057-376 FA1 V-Strategic Group, LLC\10057-376 Notice of Future Advance.wpd
File #10057-376:Friday, January 6, 2006
©2006 Baker Cronig Gassenheimer LLP.

Modification

BAKER CRONIG GASSENHEIMER LLP., ATTORNEYS AT LAW
307 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133 Telephone (305) 444.6300 Telefacsimile (305) 444.6334

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FUTURE ADVANCE PROMISSORY NOTE

(Incorporating and Replacing \$6,000,000.00 Promissory Note Dated December 21, 2005)

Principal Amount
\$8,000,000.00 USD

January 13, 2006
Coconut Grove, Florida

FOR VALUE RECEIVED, V-Strategic Group, LLC, a Florida limited liability company (Florida Document #L05000043827; hereinafter the "Borrower") promises to pay to the order of Gerald R. Collins, as to an undivided 2.5% interest; Shirlee Thaler, as to an undivided 0.625% interest; Violet A. Hayden and/or Stanley S. Hayden, as to an undivided 0.313% interest; Robert G. Miller, as to an undivided 0.625% interest; Gibraltar Bank, as Custodian of the Stephen Zaron, M.D. Rollover IRA, as to an undivided 0.625% interest; Sonia Fardales, as to an undivided 0.063% interest; Mildred Gidney, as Trustee for, The Mildred Gidney Revocable Trust, as to an undivided 0.313% interest; Fredric V. Giffords, as to an undivided 0.625% interest; Arlene Greenstein, as to an undivided 0.188% interest; Kenneth Halperin, as to an undivided 0.1% interest; Albert J. Kaplan Irrevocable Trust, Leah Kaplan, Trustee, as to an undivided 0.063% interest; Marvin Kaplan and/or Catherine Ellison, as to an undivided 0.15% interest; David Russin, as to an undivided 0.938% interest; Solomon Yurman, as to an undivided 0.25% interest; Benjamin R. Behr Living Trust, as to an undivided 0.125% interest; Richard Gold, as to an undivided 0.25% interest; Jeffrey R. Goldstein, as to an undivided 0.625% interest; Esta Solomon, as to an undivided 0.375% interest; Bonnie Brooks and Hene Tessler M.P. Pension Plan, as to an undivided 0.625% interest; David & Mryna Morris, as to an undivided 1.25% interest; Albert V. Harrison, Jr. & Elizabeth G. Harrison, as to an undivided 0.313% interest; Gabe Sanders or Barbara Sanders, as to an undivided 0.313% interest; Alexa S. Rossy, as to an undivided 0.125% interest; Iris Raderman Trust, as to an undivided 1.25% interest; Helen A. Lin, as to an undivided 0.125% interest; James B. and Sharon L. Jones, as to an undivided 0.625% interest; Delsie Lipton Revocable Trust, as to an undivided 1.25% interest; Jeanne C. Latour, as to an undivided 0.125% interest; Karen Kulvin, as to an undivided 0.25% interest; Larry E. Wynne DDS, P.A. Profit Sharing Plan & Trust, as to an undivided 0.313% interest; Audrey Mannoni, as to an undivided 0.125% interest; Melvin A. Peller & Arlene R. Peller, as to an undivided 0.188% interest; Alejandro Hugo Tacsir, as to an undivided 0.125% interest; Janet Weinstein, as to an undivided 0.313% interest; Brooks Family Trust Dated 10/25/94, as to an undivided 0.313% interest; Lipp Irrevocable Trust FBO Kira Nicole Lipp, as to an undivided 0.125% interest; Steven C. Cronig, as to an undivided 1.25% interest; LMJ Family Investments, L.L.C., as to an undivided 0.625% interest; Donna Riven (Gordon) Revocable Trust, as to an undivided 0.25% interest; Lipp Irrevocable Trust FBO Aaron Donald Lipp, as to an undivided 0.125% interest; Lipp Irrevocable Trust FBO Andrew Mark Lipp, as to an undivided 0.125% interest; Henry & Marci Yunis, as to an undivided 0.625% interest; Joel M. or Deborah Sokol, as to an undivided 1.25% interest; Norma Giffords, as to an undivided 0.313% interest; Ira Goldsmith Revocable Trust, as to an undivided 0.313% interest; Lawrence Norman Phillips, as to an undivided 0.313% interest; Edward L. & Deanna D. Clark, as to an undivided 0.5% interest; Norman Keeran, as to an undivided 0.18% interest; William McBride, as Trustee for, the William Byrl McBride, as to an undivided 0.313% interest; SLJ Properties, Inc., as to an undivided 1.125% interest; E. Harold & Linda W. Gassenheimer, as to an undivided 1.25% interest; Scott & Shari Notowitz, as to an undivided 0.313% interest; Brad Kern, as to an undivided 0.375% interest; Jerome Kern Trust, as to an undivided 0.625% interest; Jorge Ernesto Zarini, as to an undivided 0.125% interest; Tema Burk, as to an undivided 0.125% interest; Katherine V. Sims, as to an undivided 0.375% interest; Edward Kasold, as to an undivided 0.625% interest; Wendy Pagan, as to an undivided 0.625% interest; Jack or Marsha Kotkin, as to an undivided 0.375% interest; Willard P. & Linda E. Longfellow, as to an undivided 0.188% interest; Gus B. Nuckols & Marilyn S. Nuckols JTWROS, as to an undivided 1.063% interest; Phillip A. Parlagreco TR Phillip A. U/T/D 5/25/89, as to an undivided 0.125% interest; Robert M. Ruby, as to an undivided 0.25% interest; Katika Carmel, as to an undivided 0.625% interest; Julius & Rita Bayes, Co—Trustees Under the Agmt Dated 3/28/89, as to an undivided 0.375% interest; Marguerite Pons-Williamson, as to an undivided 0.125% interest; Lawrence Goldberg, PA., as to an undivided 0.188% interest; Howard Feinberg, as to an undivided 0.563% interest; Charles R. Gremler Trust, as to an undivided 0.625% interest; Charles J. Kane Profit Sharing Plan, as to an undivided 0.75% interest; Charles J. Kane, as to an undivided 1.25% interest; J & D Capital Corporation, as to an undivided 1.875% interest; Douglas N. Rice, as to an undivided 0.75% interest; Kenny Campbell, as to an undivided 1.25% interest; Franklin E. Ward and/or Christina Ward, as to an undivided 0.063% interest; Edward J. or Nancy A. Dranginis POD

Promissory Note

Page 1

EXHIBIT

tabbles

Patricia Dranginis, as to an undivided 0.5% interest; Ethlyn J. Pastina Sheldon, as to an undivided 0.125% interest; Lawrence M. Marks and/or Toby Marks, as to an undivided 0.625% interest; Fagenholz Family LTD Partnership, as to an undivided 1.25% interest; George A. Oyarzun, as to an undivided 0.313% interest; Bruce Kasold, as to an undivided 0.313% interest; Francine Lipp, as to an undivided 0.25% interest; Marc Schwartz Family Trust, as to an undivided 0.313% interest; Scott Flower, as to an undivided 0.188% interest; Paul Eitel, as to an undivided 0.313% interest; Arin B. Maercks, as to an undivided 0.188% interest; Richard B. Carmel, as to an undivided 0.313% interest; Agueda Balboa-Pol, as to an undivided 0.313% interest; Roger and Goldie Wasman, as to an undivided 1.25% interest; Abba E. Borowich, as to an undivided 0.25% interest; Scott E. Pierce, as to an undivided 0.313% interest; Catherine C. Proenza, as to an undivided 0.125% interest; Thomas A. Griffith Sr., as to an undivided 2.5% interest; Ramesh Outtranm, as to an undivided 0.125% interest; Barbara C. Woolverton, as to an undivided 0.625% interest; Morris Berger, as to an undivided 1.25% interest; Marlene Heller & Robert Heller JTWROS, as to an undivided 0.313% interest; John Alderman, as to an undivided 0.313% interest; Irwin Buddy Levine, as to an undivided 1.25% interest; Curtis A. James III, as to an undivided 0.25% interest; R. Faulton Williams Revocable Trust, as to an undivided 0.25% interest; Joseph &/or Kelly Landsiedel, as to an undivided 0.125% interest; Diana Wain Menzer, as to an undivided 0.188% interest; Leonard Schupak, as to an undivided 0.625% interest; Patricia Robbins, as to an undivided 0.125% interest; William C. Mercurio, as to an undivided 0.375% interest; Alisa Lammn-Manton, as to an undivided 0.25% interest; Stanley H. Fischer, as to an undivided 0.5% interest; Patricia Tinsley Penny, as to an undivided 0.313% interest; S.J.M. Investments, LLC, as to an undivided 0.75% interest; Achelis LTD., as to an undivided 0.125% interest; Alan Cohn Trustee for the Alan W. Cohn Revocable Trust #1, as to an undivided 1.25% interest; Scott A. Poulin, as to an undivided 0.313% interest; Lawrence Feldman, as to an undivided 1.875% interest; Gregg O. Hanson or Jamie H. Hanson JTWROS, as to an undivided 0.25% interest; Philip and/or Kelli Rosenfeld, as to an undivided 0.125% interest; The Howard Goldstein Living Revocable Trust, as to an undivided 1.25% interest; Dwight Edwards, as to an undivided 0.188% interest; Luis A. Mechoso Revocable Trust DTD 8/15/01, as to an undivided 0.625% interest; Robert and/or Gloria Weintraub, as to an undivided 0.313% interest; Suman Dahiya-Shah, as to an undivided 0.125% interest; Robert R. Allen, as to an undivided 0.25% interest; Marta S. Lizama, as to an undivided 0.313% interest; John K. Floyd, as to an undivided 1.563% interest; Patricia Doyle, as to an undivided 0.125% interest; Lucio and Connie Mariano, as to an undivided 0.313% interest; Jay and/or Ilené Strobins, as to an undivided 0.125% interest; Batya Bayes &/or Michelle Bayes &/or Jaclyn Bayes &/or Stuart Bayes, as to an undivided 1.25% interest; Robert L. Stecher, as to an undivided 2.5% interest; Universal Chemical and Supply Corp. Pension Plan, as to an undivided 2.875% interest; Jake P. Attias and Felicia S. Hurtado, JTWROS, as to an undivided 2.5% interest; Gordon Miller r/o IRA, as to an undivided 1.25% interest; Coconut Grove Bank, as Custodian of the Forrest Rhea Nichols IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the Charles R. Gremler IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the William Jacobs IRA, as to an undivided 1.25% interest; Coconut Grove Bank, as Custodian of the Douglas Kniskern IRA, as to an undivided 0.375% interest; Coconut Grove Bank, as Custodian of the Richard Hayes IRA, as to an undivided 0.125% interest; Coconut Grove Bank, as Custodian of the Harvey A. Shulman s/d IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Arthur Feinberg Rollover IRA, as to an undivided 0.313% interest; Coconut Grove Bank, as Custodian of the Victor Blaha IRA, as to an undivided 0.438% interest; Coconut Grove Bank, as Custodian of the Gary Farnsworth IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the Barry Kendall IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the Don Davis IRA, as to an undivided 1.438% interest; Coconut Grove Bank, as Custodian of the James J. Hourin IRA, as to an undivided 1.25% interest; Coconut Grove Bank, as Custodian of the Thomas Kenna IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the Steven Berman IRA #1, as to an undivided 1.25% interest; Coconut Grove Bank, as Custodian of the Robert Dzmidas IRA, as to an undivided 1.25% interest; Coconut Grove Bank, as Custodian of the Stanley Margulies IRA, as to an undivided 0.313% interest; Coconut Grove Bank, as Custodian of the Alicia M. Erckmann IRA, as to an undivided 0.125% interest; Coconut Grove Bank, as Custodian of the Peter M. Holahan IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the William E. Simmel IRA, as to an undivided 0.438% interest; Coconut Grove Bank, as Custodian of the Gail Lane Corenblum Rollover IRA, as to an undivided 0.25% interest; Coconut Grove Bank, as Custodian of the Charles Parlagreco IRA, as to an undivided 0.438% interest; Coconut Grove Bank, as Custodian of the Judith Parker Self Directed Rollover IRA, as to an undivided 0.188% interest; Coconut Grove Bank, as Custodian of the Dale Content IRA, as to an undivided 0.063% interest; Coconut Grove Bank, as Custodian of the Henry Coppola IRA, as to an undivided 0.188% interest; Coconut Grove Bank, as Custodian of the Richard Jacobs IRA, as to an undivided

Promissory Note

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0.313% interest; Coconut Grove Bank, as Custodian of the Marilyn Himmel IRA, as to an undivided 0.188% interest; Coconut Grove Bank, as Custodian of the David Thompson IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the Calvin Williamson Tinsley III IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the Peter J. Fallon Jr. IRA, as to an undivided 0.563% interest; Coconut Grove Bank, as Custodian of the William Rabig IRA, as to an undivided 0.125% interest; Coconut Grove Bank, as Custodian of the James Miller IRA, as to an undivided 0.375% interest; Coconut Grove Bank, as Custodian of the Francis P. Erckmann IRA, as to an undivided 0.25% interest; Coconut Grove Bank, as Custodian of the Gerard Seagriff R/O IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the Bruce Shulman IRA, as to an undivided 0.125% interest; Coconut Grove Bank, as Custodian of the Joan A. Haneman Rollover IRA, as to an undivided 0.25% interest; Coconut Grove Bank, as Custodian of the Stanley S. Hayden R/O IRA, as to an undivided 0.75% interest; Coconut Grove Bank, as Custodian of the Rebecca F. Hayden R/O IRA, as to an undivided 0.313% interest; Coconut Grove Bank, as Custodian of the Royal. O. White IRA, as to an undivided 0.313% interest; Coconut Grove Bank, as Custodian of the Joseph F. Edmondson s/d r/o IRA, as to an undivided 1.25% interest; Coconut Grove Bank, as Custodian of the David Mumme Rollover IRA, as to an undivided 1.25% interest; Coconut Grove Bank, as Custodian of the Stephen Stong Rollover IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the Ralph E. Marcus Rollover IRA, as to an undivided 0.625% interest; Coconut Grove Bank, as Custodian of the James Hourin ROTH IRA, as to an undivided 1% interest; Coconut Grove Bank, as Custodian of the Betty Jane Reedy IRA, as to an undivided 0.25% interest; Coconut Grove Bank, as Custodian of the William P. Roberts Rollover IRA, as to an undivided 0.375% 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 as set forth in Florida Statutes §689.071 (hereinafter collectively the "Lender") by and through the Lender's servicing agent and attorney in fact, M.A.M.C. Incorporated as successor interest to Berman Mortgage Corporation d/b/a BMC Loan Servicing, of 501 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133, the principal sum of Eight Million and 00/100 Dollars (\$8,000,000.00 USD) in lawful money of the United States of America at the time of payment, together with interest from the date hereof at an annual rate of fourteen and one-half percent (14.5%). Interest shall be calculated on a three hundred and sixty (360) day year for the actual number of days the outstanding in each calendar year by the rate of interest computed as provided in this Note, and dividing the product thereof by three hundred and sixty (360). The Note shall be payable as follows:

One payment of Eighty-six Thousand, Five Hundred Thirty-two and 26/100 Dollars (\$86,532.26) due on February 1, 2006 and Thirty-three (33) payments of interest only monthly payments in the sum of Ninety-six Thousand, Six Hundred Sixty-six and 67/100 Dollars (\$96,666.67) each, beginning March 1, 2006 and continuing on the first day of each month during the term of the Loan, to and through December 1, 2008, together with one final payment equal to the entire outstanding principal balance, plus all then-accrued interest, which shall be due and payable on January 1, 2009 (the "Maturity Date").

Prepayment in whole but not in part may be made at any time without premium or penalty; provided, however, that if prepayment is made during the first six (6) months of the Loan, Borrower shall be required to pay a minimum amount of interest equal to the difference between monthly interest payments paid prior to such prepayment and that amount of interest which is unpaid to and through the sixth (6th) month of the Loan on the principal balance as increased hereby.

The payments hereunder shall be payable at the office of Lender set forth in the heading hereof, or at such other place as Lender, from time to time, may designate in writing. M.A.M.C. Incorporated as the Lender's servicing agent, shall have the power to accept payments of principal and interest hereunder including full or partial prepayments, to issue partial releases from and satisfactions of the Mortgage securing payment of this Note, to issue estoppel information, to settle and compromise the debt secured hereby as it shall determine in its reasonable discretion, and in all other respects to deal with the Note, the Mortgage and the loan evidenced hereby in the same manner as the Lender could do in its own name. Each of the foregoing persons named as a Lender above, by the extension of their proportionate share of the Loan evidenced hereby, appoints M.A.M.C. Incorporated and its Senior Vice-President and Chief Financial Officer, Mitchell

Promissory Note

Morgan, with full power of substitution, their true and lawful attorney in fact for the purpose of carrying out the foregoing powers and duties. This power of attorney, being coupled with an interest, shall be irrevocable.

Payment of this Note is secured by a first position Mortgage and Security Agreement (the "Mortgage") from Borrower to Lender dated December 21, 2005, secured upon certain premises situated in Broward County, State of Florida, filed for record January 10, 2006 in Official Records Book 41242 at Page 389 of the Public Records of Broward County, Florida, together with the buildings and other improvements now or hereafter constructed thereon, more particularly described in the Mortgage (and herein referred to as the "Mortgaged Property").

In addition to the Mortgage, payment of this Note is secured by a security interest in all furniture, fixtures, machinery and equipment owned by Borrower, located upon the Mortgaged Property and used in the operation of the Mortgaged Property, the Mortgage between Borrower and Lender of even date herewith together with all the other documents executed by Borrower relating to this transaction, (hereinafter collectively referred to as the "Loan Documents").

All of the agreements, conditions, covenants, provisions and stipulations contained in the Mortgage and the other Loan Documents which are to be kept and performed by Borrower are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein, and Borrower covenants and agrees to keep and perform them, or cause them to be kept and performed, strictly in accordance with their terms. Any default by Borrower under any of the Loan Documents which remains uncured upon the expiration of any applicable grace and/or curative period provided for therein, may, at Lender's option, be treated as an event of default hereunder.

All payments shall be applied first to accrued interest and then to principal. If any installment of interest or principal and interest or any other payment is not paid within ten (10) days of the date when due under the terms of this Note, or of the Mortgage, then there shall also be immediately due and payable a late charge at the rate of FIVE CENTS (\$.05) for each dollar of such delinquent payment for each month of delinquency.

It further is understood, however, that should any default be made in the payment of any installment of principal or interest on the date on which it shall fall due, or in the performance of any of the agreements, conditions, covenants, provisions or stipulations contained in this Note, the Mortgage or any of the other Loan Documents, then Lender, at its option and without notice to Borrower unless expressly required elsewhere herein, may declare immediately due and payable the entire unpaid balance of principal with interest accrued thereon at the then otherwise applicable rate specified herein above to the date of default and thereafter at a rate equal to the maximum legal rate of interest chargeable to Borrower (which rate is hereinafter referred to as the "Default Rate") and all other sums due by Borrower hereunder or under the Loan Documents, anything herein or in the Loan Documents to the contrary notwithstanding; and payment thereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided to Lender in this Note, the Mortgage or the Loan Documents. In such case, Lender may also recover all costs of suit and other expenses in connection therewith, together with a reasonable attorneys' fee for collection, together with interest on any judgment obtained by Lender at a rate which shall be equal to the maximum rate allowable by law, including interest at that rate from and after the date of any execution, judicial or foreclosure sale until actual payment is made to Lender of the full amount due Lender.

The failure of the Lender to exercise such option to accelerate the indebtedness evidenced hereby shall not constitute a waiver of the right to exercise such option at any other time so long as such event of default remains outstanding and uncured. Lender shall not exercise any right or remedy provided for herein (other than Lender's right to be paid a late charge, as described above), unless Borrower shall have failed, in the event of: (1) a failure to make any payment of principal or interest when due pursuant to the Note within a period of ten (10) calendar days after due; or (2) in the event of any other monetary default, Borrower shall have failed, within a period of fifteen (15) days after receiving written notice of such default from Lender, to pay the amounts then due; or (3) in the event of a non-monetary default, Borrower shall have failed, within a period of thirty (30) days after notice of such default, to correct the non-monetary default or, if such non-monetary default is of a type which cannot be cured within thirty (30) days, Borrower shall have begun to correct such default and thereafter Borrower proceed diligently to correct such default; provided, however, that Lender shall not be required to allow any part of the grace period if Borrower, or either of them, shall have filed a petition in bankruptcy or for reorganization or a bill in equity or otherwise initiated proceedings for the

Promissory Note

appointment of a receiver of Borrower's assets, or if Borrower shall have made an assignment for the benefit of creditors, or if a receiver or trustee is appointed for Borrower and such appointment and such receivership is not terminated within sixty (60) days. Notwithstanding anything contained herein to the contrary: (a) Lender shall not be required to allow any grace period or give notice of any default as aforesaid more than two (2) times in any twelve (12) month period with respect to substantially similar events of default; and (b) Lender shall be permitted to cure any default by Borrower without allowing any part of the grace period if Lender determines, in its reasonable judgement, that its security may be threatened or impaired by reason of such default. In the event that any of the Loan Documents contains a grace period, such grace period shall run concurrently with the grace period granted herein and, if the grace period granted in such other document is shorter than that set forth herein, the grace period set forth herein, the grace period set forth herein shall control.

The remedies of Lender as provided herein, or in the Mortgage, and the warrants contained herein or attached hereto or contained in the Mortgage, shall be cumulative and concurrent, and may be pursued singly, successively or together at the sole discretion of Lender, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

Borrower hereby waives and releases all benefit that might accrue to Borrower by virtue of any present or future laws exempting the Mortgage Property, or any other property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, or providing for any stay of execution to be issued on any judgement recovered on this Note or in any action to foreclose the Mortgage, exemption from civil process, or extension of time for payment. Borrower and all endorsers, sureties and guarantors hereby jointly and severally waive presentment for payment, demand, notice of demand, notice of nonpayment or dishonor, protest and notice of protest of this Note, and, except as expressly required by the terms and provisions of the Note and other Loan Documents, all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, and they agree that the liability of each of them shall be unconditional, joint and several, without regard to the liability of any other party, and shall not be affected in any manner by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Lender. Borrower and all endorsers, sureties and guarantors consent to any and all extensions of time, renewals, waivers or modifications that may be granted by Lender with respect to the payment or other provisions of this Note, and to the release of the collateral or any part thereof, with or without substitution, and agree that additional Borrower, endorsers, guarantors or sureties may become parties hereto without notice to them or affecting their liability hereunder.

If any provision of this Note is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Note shall remain in full force and effect and shall be liberally construed in favor of Lender in order to effect the provisions of this Note. In addition, in no event shall the rate of interest payable hereunder exceed the maximum rate of interest permitted to be charged by applicable law (including the choice of law rules) (hereinafter the "Maximum Legal Rate") and any interest paid in excess of the permitted rate shall be refunded to Borrower. Such refund shall be made by application of the excessive amount of interest paid against any sums outstanding and shall be applied in such order as Lender may determine. If the excessive amount of interest paid exceeds the sums outstanding, the portion exceeding the said sums outstanding shall be refunded in cash by Lender. Any such crediting or refund shall not cure or waive any default by Borrower hereunder. Borrower agrees however, that in determining whether or not any interest payable under this Note exceeds the highest rate permitted by law, any non-principal payment, including without limitation, prepayment fees and late charges, shall be deemed to the extent permitted by law to be an expense, fee, premium or penalty rather than interest.

In determining whether or not the interest paid or payable under any specific contingency exceeds the Maximum Legal Rate, Lender shall, to the maximum extent permitted under applicable law, amortize, prorate, allocate and spread, in equal parts, the total amount of interest throughout the entire contemplated term of this Note so that the interest rate is uniform throughout the entire term of this Note; provided, that if this Note is paid and performed in full prior to the end of the full contemplated term hereof, and if the interest received for the actual period of existence thereof exceeds the Maximum Legal Rate, Lender shall refund to Borrower the amount of such excess, and in such event, no holder shall be subject to any penalties provided by any laws for contracting for, charging or receiving interest in excess of the Maximum Legal Rate.

Promissory Note

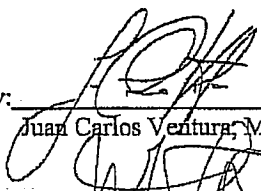
Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Lender, and then only to the extent specifically set forth in the writing. A waiver on one event shall not be construed as continuing or as a bar to or waiver of any right or remedy to a subsequent event.

This instrument shall be governed by and construed according to the laws of the State of Florida. Borrower consents to the exclusive jurisdiction of the courts of the State of Florida and the federal courts located in Florida in any and all actions and proceedings, whether arising hereunder or under any of the Loan Documents. Borrower agrees that venue for any action brought by Lender under this Note, the Mortgage or the Loan Documents shall, at Lender's option, be either the county in which Lender's principal place of business is located or the county in which the Mortgaged Property is located, except that with respect to the Mortgage, venue shall only be proper in the county in which the Mortgaged Property is located.

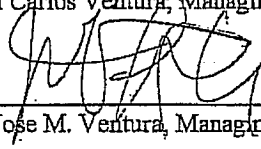
Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the words "Lender" and "Borrower" shall be deemed to include the respective heirs, personal representative, successors and assigns of Lender and Borrower. This Note may not be amended, nor shall any waiver of any provision hereof be effective, except by an instrument in writing executed by Borrower and Lender.

BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT BORROWER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION PROCEEDINGS OR COUNTERCLAIMS ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MORTGAGE, THIS NOTE, OR ANY OF THE OTHER LOAN DOCUMENTS.

V-Strategic Group, LLC,
a Florida limited liability company,
by its managers

By: 

Juan Carlos Ventura, Managing Member

By: 

Jose M. Ventura, Managing Member

Date: January 13, 2005

After Recording Return To:
Santiago Eljaiek III, Esq.
Cibran Eljaiek & Lopez, P.L.
2601 South Bayshore Drive, Suite 700
Coconut Grove, Florida 33133

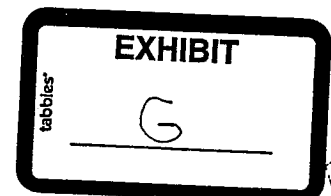
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DOCUMENTARY STAMPS AND INTANGIBLE TAXES IN THE AMOUNT REQUIRED BY LAW WERE AFFIXED TO OR PROOF OF PAYMENT NOTED ON THE FIRST MORTGAGE AND SECURITY AGREEMENT RECORDED AT OFFICIAL RECORDS BOOK 41242, PAGE 389 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SECURING INDEBTEDNESS EVIDENCED BY A PROMISSORY NOTE DATED DECEMBER 21, 2005 IN THE ORIGINAL PRINCIPAL SUM OF \$6,000,000.00. FURTHERMORE, DOCUMENTARY STAMPS AND INTANGIBLE TAXES IN THE AMOUNT REQUIRED BY LAW WERE AFFIXED TO OR PROOF OF PAYMENT NOTED ON THE FIRST NOTICE OF FUTURE ADVANCE; MODIFICATION OF NOTE, MORTGAGE AND RELATED LOAN DOCUMENTS RECORDED AT OFFICIAL RECORDS BOOK 41337, PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SECURING ADDITIONAL INDEBTEDNESS IN THE PRINCIPAL SUM OF \$2,000,000.00. THE FURTHER SUM OF \$911,997.09 HAS BEEN ADVANCED HEREUNDER, AND DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$_____ AND INTANGIBLE TAX IN THE AMOUNT OF \$_____ IS BEING REMITTED HEREWITH.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$8,911,997.09, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE LENDERS UNDER THE TERMS OF THIS MORTGAGE.

SECOND MODIFICATION OF NOTE, MORTGAGE AND RELATED LOAN DOCUMENTS

THIS SECOND MODIFICATION OF NOTE, MORTGAGE AND RELATED LOAN DOCUMENTS (this "Second Modification" or "Agreement") is made and entered into this 30th day of June, 2008, but effective as and from June 1, 2008 (the "Effective Date") by and among V - Strategic Group, LLC, a Florida limited liability company (hereinafter referred to as "Borrower"), whose address is 848 Brickell Avenue, Suite 1210, Miami, Florida 33131, and Gerald R. Collins and those other lenders named in the Original Mortgage (as defined herein). (hereinafter collectively referred to as "Lenders"), by and through their servicing agent and attorney in fact, Michael Goldberg, Receiver of M.A.M.C. Incorporated, a Florida corporation, as successor in interest to Berman Mortgage Corporation d/b/a BMC Loan Servicing, whose address is 402 Continental Plaza, 3250 Mary. Street, Coconut Grove, Florida 33133.



WITNESSETH

WHEREAS, on December 21, 2005, Borrower executed and delivered in favor of Lenders that certain Promissory Note (the "Original Note") in the original principal amount of \$6,000,000.00 (the "Original Loan"), which Original Note was secured by (a) that certain First Mortgage and Security Agreement (the "Original Mortgage") dated December 21, 2005 and recorded January 10, 2006 in Official Records Book 41242, Page 389, of the Public Records of Broward County, Florida, (b) that certain Assignment of Leases and Rentals (the "Original Assignment") dated December 21, 2005 and recorded January 10, 2006 in Official Records Book 41242, Page 400, of the Public Records of Broward County, Florida, and (c) that certain UCC-1 Financing Statement (the "Original UCC-1") recorded January 10, 2006 in Official Records Book 41242, Page 405, of the Public Records of Broward County, Florida;

WHEREAS, on January 13, 2006, Borrower executed and delivered in favor of Lenders that certain First Notice of Future Advance; Modification of Note, Mortgage and Related Loan Documents (the "First Modification"), which First Modification increased the Original Loan to \$8,000,000.00 (the Original Loan as increased to \$8,000,000.00 thereby shall be hereinafter referred to as the "Loan") and accordingly amended the Original Note, Original Mortgage, Original Assignment, Original UCC-1 and the corresponding loan documents based on such new Loan amount (the Original Note, Original Mortgage, Original Assignment, Original UCC-1 and the corresponding loan documents as amended by the First Modification shall be hereinafter referred to as the "Note", the "Mortgage", the "Assignment", the "UCC-1" and the "Loan Documents" respectively);

WHEREAS, the Note is further secured by, and the Mortgage encumbers, that certain real property located at 2101 E. Hallandale Beach Boulevard, Hallandale Beach, Florida 33009, and legally described as follows (the "Property"):

Parcel "D", THREE ISLANDS 2ND SECTION, according to the Plat thereof, as recorded in Plat Book 77, Page(s) 37, Public Records of Broward County, Florida.

WHEREAS, Borrower has requested and Lenders have agreed to further amend and modify the Loan Documents in order to provide recapitalize the outstanding balance of the Loan, and confirm the new payments and terms that shall be due and owing under the Loan Documents thereafter, all as further provided under this Second Modification.

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which are hereby conclusively acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term under the Loan Documents.

2. The Borrower and Lenders hereby acknowledge, confirm and agree that, as of June 1, 2008 (the "Recapitalization Date"), the current outstanding balance due under the Loan, including the principal and all accrued, unpaid and past due interest thereon, is \$8,911,997.09 (the "Outstanding Balance"). Furthermore, the Borrower and Lenders agree that the Outstanding Balance shall be recapitalized as of the Recapitalization Date, such that commencing June 1, 2008, the outstanding principal due under the Loan Documents shall be \$8,911,997.09, with no accrued, unpaid or past due interest remaining outstanding as of such date. Furthermore, commencing on the Recapitalization Date, interest under the Loan Documents shall begin to accrue at the original rate of interest due under the Note of fourteen and one-half percent (14.5%), such that the monthly payment of interest due under the Loan Documents shall hereinafter be \$107,686.63 (the "New Monthly Payment").

3. Borrower hereby agrees that upon execution of this Second Modification, Borrower shall make the first installment of the New Monthly Payment, which shall be deemed and applied as the monthly payment of interest due for the month of June 2008. On or before August 15, 2008, Borrower shall make the second installment of the New Monthly Payment, which shall be deemed and applied as the monthly payment of interest due for the month of July 2008. On or before September 15, 2008, Borrower shall make the third installment of the New Monthly Payment, which shall be deemed and applied as the monthly payment of interest due for the month of August, 2008. After the application of such payment, commencing on October 1, 2008 and continuing on the first (1st) day of each and every month thereafter until the maturity date under the Loan Documents, Borrower shall make monthly installments of the New Monthly Payment.

4. Notwithstanding anything herein to the contrary, the maturity date under the Loan and Loan Documents shall not be modified by this Second Modification, such that the maturity date under the Loan Documents shall remain as January 1, 2009.

5. Borrower agrees that any and all past due ad valorem taxes relating to the Property shall be brought current on or before December 31, 2008.

6. Following the execution of this Second Modification, Lenders may order an updated appraisal for the Property, at Borrower's sole cost and expense, which shall be certified to Borrower and Lenders, with a copy of same being provided to both parties upon completion of such updated appraisal. In order to minimize the costs of such updated appraisal, if requested by Borrower, the Lenders agree to use the prior appraiser employed by Borrower to prepare such updated appraisal, provided that such appraiser must be an independent State certified MAI appraiser experienced in commercial properties similar to the subject Property.

7. Borrower further agrees to provide to Lenders updated financials for the Borrower and for the principals of Borrower. Moreover, commencing on June 30, 2008, Borrower agrees to provide to Lenders monthly written reports advising as to the status of any construction loan, refinance or other proposed financing for the Property.

8. Borrower hereby represents and warrants that (a) the execution and delivery of this Agreement does not contravene, result in any breach or of or constitute a default under any mortgage, deed of trust, deed to secure debt, loan agreement, indenture or other contract or agreement which any Borrower is a party or by which Borrower or any of its properties may be bound (nor would such execution and delivery constitute a default with the passage of time or the giving of notice or both) and does not violate or contravene any law, order, degree, rule or regulation to which Borrower is subject; (b) Borrower is a Florida limited liability company, duly formed and legally existing under the laws of the State of Florida; (c) this Agreement and the other Loan Documents constitute the valid, legal and binding obligations of Borrower enforceable in accordance with their respective terms; (d) the execution and delivery of, and performance under this Agreement are within Borrower's power and authority without the joinder or consent of any other party and have been duly authorized by all requisite action and are not in contravention of law or the powers of Borrower's operating agreement, or of any indenture, agreement or undertaking to which Borrower is a party or by which it is bound; (e) to the best of Borrower's knowledge, other than the unpaid and past due interest due under the Loan prior to the Effective Date of this Agreement, there exists no uncured default under the Note, the Mortgage, the Assignment or any of the other Loan Documents; (f) the Mortgage constitutes a valid and subsisting first lien upon the Property; and (g) the assignments created by the Assignment are valid and subsisting. Borrower agrees to indemnify and hold Lenders harmless against any loss, claim, damage, liability or expense (including without limitation, attorney's fees) incurred as a result of any representation or warranty made herein proving to be untrue in any respect.

9. BORROWER HEREBY RELEASES LENDERS AND HOLDS LENDERS HARMLESS FROM ANY CAUSE OR CAUSES OF ACTION WHICH BORROWER HAS OR COULD HAVE AGAINST LENDERS RELATING TO THE LOAN DOCUMENTS OR THE INDEBTEDNESS EVIDENCED AND SECURED THEREBY UNTIL THE DATE HEREOF AND BORROWER AGREES AND CONFIRMS THAT AS OF THE DATE HEREOF THERE ARE NO SETOFFS, DEFENSES OR CREDITS DUE UNDER SUCH LOAN DOCUMENTS AND THAT SAME ARE IN FULL FORCE AND EFFECT AS OF THIS DATE.

10. In all other regards, the terms and provisions contained in the Loan Documents not otherwise amended or modified herein, are hereby ratified and confirmed. This Agreement shall in no way adversely affect the lien or perfection or priority of lien of Lenders in any and all property and assets which constitute the security for the repayment of the Loan (the "Collateral"), and are not intended to constitute, and do not constitute or give rise to, any novation, cancellation or extinguishment of any of the debt or any obligations of Borrower to Lenders, or of any interests owned or held by Lenders in and to any Collateral; it being the intention of the parties that the transactions provided for or contemplated herein shall be effectuated without any interruption in the continuity of the value and consideration received by Borrower, and of the attachment, perfection, priority and continuation of Lenders' security interest in and to any Collateral and proceeds thereof.

11. Borrower shall, at its own expense, provide Lenders, in form satisfactory to Lenders, with the following:

(a) A title insurance loan policy written on a title insurance company reasonably satisfactory to Lender in the amount of \$8,911,997.09, insuring that, as of the date of the recording of this Agreement (i) the Mortgage and the Assignment remain valid and subsisting first mortgage liens upon the Property and (ii) the Property is free and clear of any and all materialman's and mechanic's liens and is subject only to the Mortgage and the Assignment and to such other exceptions as Lender may have approved, if any; and

(b) Payment of all costs and taxes associated with this Agreement, including, without limitation, recording fees, title insurance premiums, and Lender's attorneys' fees.

(c) Payment of any and all documentary stamps and/or intangible taxes and all interest and penalties associated therewith which may be assessed on account of the execution and/or recording of this Agreement or any of the Loan Documents, whether previously executed or executed simultaneously herewith. In the event Borrower fails to pay such sums, Mortgagee or its assigns may, at its option, pay such taxes and/or documentary stamps. Any such payment by Mortgagee or its assigns shall be added to the indebtedness secured by the Mortgage, as amended, and shall bear interest from the date advanced to the date of recovery at the maximum non-usurious rate permissible under Florida law. If Borrower fails to pay any and all documentary stamps and/or intangible taxes and any interest and penalties associated therewith which may be assessed on account of the execution and/or recording of this Agreement, it shall be deemed to be a default by Borrower under the terms hereof and shall immediately accelerate the principal balances due hereunder, together with accrued interest.

(d) Evidence of the existence and good standing of Borrower and due authorization, execution and delivery of this Agreement and each of the documents executed by Borrower in connection herewith.

12. This Second Modification is binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lenders and their respective successors and assigns. The provisions of this Agreement shall control in the event of any conflict with the provisions of the Loan Documents, the unaffected provisions of which are specifically reaffirmed and incorporated herein by reference. The parties hereto further agree that, except as specifically provided by this Agreement, no part of the Loan Documents are in any way altered, amended or changed.

13. Upon request from Lenders, Borrower agrees to execute such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated herein or to perfect the liens and security interest intended to secure the payment of the Loan.

14. If Borrower shall fail to keep or perform any of the covenants or agreements contained herein or if any statement, representation or warranty contained herein is false, misleading or erroneous in any material respect, Borrower shall deem to be in default under the Mortgage and the other Loan Documents and Lenders shall be entitled, at their option, to exercise any and all of the rights and remedies pursuant to the Mortgage, the Assignment and the other Loan Documents or to which Lenders may otherwise be entitled, whether at law or in

equity. Any default under any of the Loan Documents (after the expiration of any applicable grace period, if any), shall, at the election of Lenders, automatically and immediately constitute a default under this Agreement, and each of the other Loan Documents due to which default Lenders may exercise all its remedies thereunder and hereunder.

15. If any covenant, condition or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way effect any other covenant, condition or provision herein contained.

16. This Agreement supersedes and merges all prior and contemporaneous promises, representations and agreements with respect to the subject matter. No modification of this Agreement, the Note, the Mortgage or the Assignment, or the other Loan Documents or any waiver of rights under any of the foregoing, shall be effective unless made by supplemental agreement, in writing, executed by Lenders and Borrower. Lenders and Borrower further agree that this Agreement may not in any way be explained or supplemented by a prior, existing or future course of dealings between the parties or by any prior, existing or future performance between the parties pursuant to this Agreement or otherwise.

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

[Signatures to follow on next page]

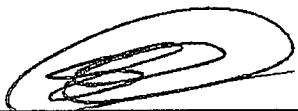
THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$8,911,997.09, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

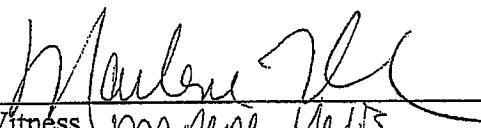
IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year above first written.


Signed, sealed and delivered in the presence of:

Borrower:

V - STRATEGIC GROUP, LLC
a Florida limited liability company

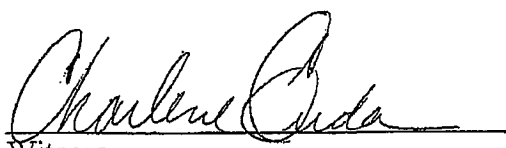

Witness SANTIAGO ESCAMERO

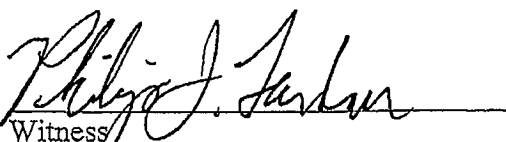

Witness Marlene Velez

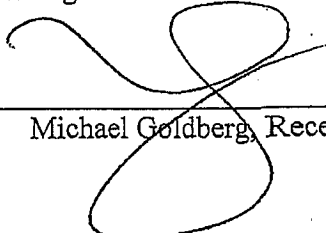
By: 
Juan Carlos Ventura, Manager
[Company Seal]

Lenders:

The Lenders named above by and through their Servicing Agent and Attorney in Fact, Michael Goldberg, Receiver for M.A.M.C. Incorporated, a Florida corporation, as successor interest to Berman Mortgage Corporation d/b/a BMC Loan Servicing


Witness


Witness


Michael Goldberg, Receiver


[Seal]

[Notary Acknowledgments to follow on next page]

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

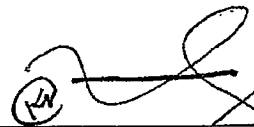
The foregoing instrument was acknowledged before me this 2nd day of July, 2009, by Juan Carlos Ventura, as Manager of V-Strategic Group, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

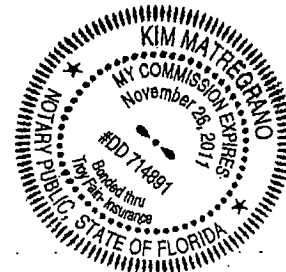



Print Name: SANTIAGO ELJAEK III
Notary Public, State of Florida
My Commission Expires: _____

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD MIAMI-DADE)

8 The foregoing instrument was acknowledged before me this 7th day of July, 2009, by Michael Goldberg, as Receiver of M.A.M.C. Incorporated, a Florida corporation, who is personally known to me or has produced _____ as identification.


Print Name: Michael Goldberg Kim Matrograno
Notary Public, State of Florida
My Commission Expires: _____



INDIVIDUAL GUARANTY

THIS INDIVIDUAL GUARANTY (this "Guaranty") is made, executed and delivered by Juan Carlos Ventura and Jose M. Ventura (collectively, the "Guarantor") to Gerald R. Collins, as to an undivided 1.667% interest; Shirlee Thaler, as to an undivided 0.833% interest; Gibraltar Bank, as Trustee of the Stephen Zaron, M.D. Rollover IRA, as to an undivided 0.417% interest; Mildred Gidney, as Trustee for, The Mildred Gidney Revocable Trust, as to an undivided 0.417% interest; Kenneth Halperin, as to an undivided 0.133% interest; Albert J. Kaplan Irrevocable Trust, Leah Kaplan, Trustee, as to an undivided 0.083% interest; Marvin Kaplan and/or Catherine Ellison, as to an undivided 0.2% interest; David Russin, as to an undivided 0.833% interest; Solomon Yurman, as to an undivided 0.333% interest; Benjamin R. Behr Living Trust, as to an undivided 0.167% interest; Richard Gold, as to an undivided 0.333% interest; Esta Solomon, as to an undivided 0.5% interest; Bonnie Brooks and Ilene Tessler M.P. Pension Plan, as to an undivided 0.833% interest; David & Mryna Morris, as to an undivided 1.667% interest; Gabe Sanders or Barbara Sanders, as to an undivided 0.417% interest; Alexa S. Rossy, as to an undivided 0.167% interest; James B. and Sharon L. Jones, as to an undivided 0.833% interest; Karen Kulvin, as to an undivided 0.333% interest; Larry E. Wynne DDS, P .A. Profit Sharing Plan & Trust, as to an undivided 0.417% interest; Audrey Mannoni, as to an undivided 0.167% interest; Melvin A. Peller & Arlene R. Peller, as to an undivided 0.25% interest; Alejandro Hugo Tacsir, as to an undivided 0.167% interest; Janet Weinstein, as to an undivided 0.417% interest; Brooks Family Trust Dated 10/25/94, as to an undivided 0.417% interest; Lipp Irrevocable Trust FBO Kira Nicole Lipp, as to an undivided 0.167% interest; Steven C. Cronig, as to an undivided 0.833% interest; LMJ Family Investments, L.L.C., as to an undivided 0.833% interest; Lipp Irrevocable Trust FBO Aaron Donald Lipp, as to an undivided 0.167% interest; Lipp Irrevocable Trust FBO Andrew Mark Lipp, as to an undivided 0.167% interest; Henry & Marci Yunes, as to an undivided 0.833% interest; Joel M. or Deborah Sokol, as to an undivided 1.667% interest; Norma Giffords, as to an undivided 0.417% interest; Ira Goldsmith Revocable Trust, as to an undivided 0.417% interest; Lawrence Norman Phillips, as to an undivided 0.417% interest; Edward L. & Deanna D. Clark, as to an undivided 0.667% interest; Norman Keeran, as to an undivided 0.25% interest; William McBride, as Trustee for, the William Byrl McBride Trust, as to an undivided 0.417% interest; SLJ Properties, Inc., as to an undivided 1.5% interest; E. Harold & Linda W. Gassenheimer, as to an undivided 1.667% interest; Scott & Shari Notowitz, as to an undivided 0.417% interest; Brad Kern, as to an undivided 0.5% interest; Jerome Kern Trust, as to an undivided 0.833% interest; Jorge Ernesto Zarini, as to an undivided 0.167% interest; Edward Kasold, as to an undivided 0.833% interest; Wendy Pagan, as to an undivided 0.833% interest; Willard P. & Linda E. Longfellow, as to an undivided 0.25% interest; Gus B. Nuckols & Marilyn S. Nuckols JTWR0S, as to an undivided 1.417% interest; Philip A. Parlagreco TR Philip A. U/T/D 5/25/89, as to an undivided 0.167% interest; Robert M. Ruby, as to an undivided 0.333% interest; Katika Carmel, as to an undivided 0.833% interest; Julius & Rita Bayes, Co-Trustees Under the Agmt Dated 3/28/89, as to an undivided 0.5% interest; Marguerite- Pons-Williamson, as to an undivided 0.167% interest; Lawrence Goldberg, PA., as to an undivided 0.25% interest; Charles R. Gremler Trust, as to an undivided 0.833% interest; Charles J. Kane Profit Sharing Plan, as to an undivided 1% interest; Charles J. Kane, as to an undivided 1.667% interest; J & D Capital Corporation, as to an undivided 2.5% interest; Douglas N. Rice, as to an undivided 0.167% interest; Kenny Campbell, as to an undivided 1.667% interest; Franklin E. Ward and/or Christina Ward, as to an undivided 0.083% interest; Edward J. or Nancy A. Dranginis POD Patricia Dranginis, as to an undivided 0.667% interest; Ethlyn J. Pastina Sheldon, as to an undivided 0.167% interest; Lawrence M. Marks and/or Toby Marks, as to an undivided 0.833% interest; Fagenholz Family LTD Partnership, as to an undivided 1.667% interest; George A Oyarzun, as to an undivided 0.417% interest; Bruce Kasold, as to an undivided 0.417% interest; Francine Lipp, as to an undivided 0.333% interest; Marc Schwartz Family Trust, as to an undivided 0.417% interest; Scott Flower, as to an undivided 0.25% interest; Paul Eitel, as to an undivided 0.417% interest; Richard B. Camel, as to an undivided 0.417% interest; Agueda Balboa-Pol, as to an undivided 0.417% interest; Roger and Goldie Wasman, as to an undivided 1.667% interest; Abba E. Borowich, as to an undivided 0.333% interest; Scott E. Pierce, as to an undivided 0.417% interest; Thomas A. Griffith Sr., as to an undivided 3.333% interest; Barbara C. Woolverton, as to an undivided 0.833% interest; Harold M. Braxton, as to an undivided 0.167% interest; Marlene Heller & Robert Heller JTWR0S, as to an undivided 0.417% interest; John Alderman, as to an undivided 0.417% interest; Irwin Buddy Levine, as to an undivided 1.667% interest; Curtis A. James III, as to an undivided

Individual Guaranty

EXHIBIT

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0.333% interest; R. Faulton Williams Revocable Trust, as to an undivided 0.333% interest; Joseph &/or Kelly Landsiedel, as to an undivided 0.167% interest; Harold J. Flockhart III, as to an undivided 0.167% interest; Diana Wain Menzer, as to an undivided 0.25% interest; Leonard Schupak, as to an undivided 0.833% interest; Patricia Robbins, as to an undivided 0.167% interest; William C. Mercurio, as to an undivided 0.5% interest; Stanley H. Fischer, as to an undivided 0.667% interest; S.J.M. Investments, LLC, as to an undivided 1% interest; Achelis LTD., as to an undivided 0.167% interest; Alan Cohn Trustee for the Alan W. Cohn Revocable Trust #1, as to an undivided 1.667% interest; Scott A. Poulin, as to an undivided 0.417% interest; Lawrence Feldman, as to an undivided 1.25% interest; Gregg O. Hanson or Jamie H. Hanson JTWROS, as to an undivided 0.333% interest; The Howard Goldstein Living Revocable Trust, as to an undivided 1.667% interest; Dwight Edwards, as to an undivided 0.25% interest; Robert and/or Gloria Weintraub, as to an undivided 0.417% interest; Suman Dahiya-Shah, as to an undivided 0.167% interest; Robert R. Allen, as to an undivided 0.333% interest; Marta S. Lizama, as to an undivided 0.417% interest; John K. Floyd, as to an undivided 1.667% interest; Patricia Doyle, as to an undivided 0.167% interest; Lucio and Connie Mariano, as to an undivided 0.417% interest; Jay and/or Ilene Strobing, as to an undivided 0.167% interest; Batya Bayes &/or Michelle Bayes &/or Jaclyn Bayes &/or Stuart Bayes, as to an undivided 0.833% interest; Robert G. Miller Jr., as to an undivided 0.833% interest; Robert L. Stecher, as to an undivided 3.333% interest; Universal Chemical and Supply Corp., as to an undivided 0.333% interest; Gordon Miller r/o IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Forrest Rhea Nichols IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Charles R. Gremier IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the William Jacobs IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Douglas Kniskern IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Harvey A. Shulman S/D IRA, as to an undivided 0.667% interest; Coconut Grove Bank, as Custodian of the Arthur Feinberg Rollover IRA, as to an undivided 0.417% interest; Coconut Grove Bank, as Custodian of the Victor Blaha IRA, as to an undivided 0.417% interest; Coconut Grove Bank, as Custodian of the Gary Farnsworth IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Barry Kendall IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Don Davis IRA, as to an undivided 1.083% interest; Coconut Grove Bank, as Custodian of the Thomas Kenna IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Steven Berman IRA #1, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Robert Dzmidas IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Stanley Margulies IRA, as to an undivided 0.417% interest; Coconut Grove Bank, as Custodian of the Peter M. Holahan IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Gail Lane Corenblum Rollover IRA, as to an undivided 0.333% interest; Coconut Grove Bank, as Custodian of the Charles Parlagreco IRA, as to an undivided 0.583% interest; Coconut Grove Bank, as Custodian of the Judith Parker S/D R/O IRA, as to an undivided 0.25% interest; Coconut Grove Bank, as Custodian of the Henry Coppola IRA, as to an undivided 0.25% interest; Coconut Grove Bank, as Custodian of the Richard Jacobs IRA, as to an undivided 0.417% interest; Coconut Grove Bank, as Custodian of the Marilyn Himmel IRA, as to an undivided 0.25% interest; Coconut Grove Bank, as Custodian of the David Thompson IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Calvin Williamson Tinsley III IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Peter J. Fallon Jr. IRA, as to an undivided 0.75% interest; Coconut Grove Bank, as Custodian of the James Miller IRA, as to an undivided 0.5% interest; Coconut Grove Bank, as Custodian of the Gerard Seagriff R/O IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Bruce Shulman IRA, as to an undivided 0.167% interest; Coconut Grove Bank, as Custodian of the Stanley S. Hayden R/O IRA, as to an undivided 0.583% interest; Coconut Grove Bank, as Custodian of the Royal O. White IRA, as to an undivided 0.167% interest; Coconut Grove Bank, as Custodian of the Joseph F. Edmondson s/d r/o IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the David Mumme Rollover IRA, as to an undivided 1.667% interest; Coconut Grove Bank, as Custodian of the Ralph E. Marcus Rollover IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the James Hourin ROTH IRA, as to an undivided 0.833% interest; Coconut Grove Bank, as Custodian of the Betty Jane Reedy IRA, as to an undivided 0.333% 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

Individual Guaranty

otherwise to manage and dispose of the Note and Mortgage or any part thereof as set forth in Florida Statutes §689.071 (collectively, "Lender") by and through their servicing agent Berman Mortgage Corporation d/b/a BMC Loan Servicing, 501 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133 this 21st day of December 2005 at Coconut Grove, Florida.

RECITALS

Lender has extended a loan in the original principal sum of **Six Million and 00/100 Dollars (\$6,000,000.00; the "Loan")** to **V-Strategic Group, LLC**, a Florida limited company (Florida Document #L05000043827; "Borrower") evidenced by a promissory note of even date herewith (the "Note") which Note is secured by first position mortgage and security agreement ("First Mortgage") of even date and other documents executed in connection therewith (the "Loan Documents") all of which are hereby incorporated herein by reference.

Lender requires, as a condition of its making the Loan, that the Guarantor execute and deliver this Guaranty.

Guarantor expects to derive economic benefit as a result of the Loan to the Borrower, and it is in the best interests of the Guarantor that the Lender extend the Loan to the Borrower.

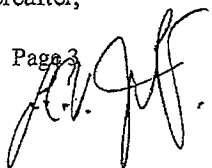
NOW, THEREFORE, for and in consideration of the foregoing, and as an inducement to the Lender to make the Loan and to make advances pursuant thereto, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which hereby are acknowledged, Guarantor hereby covenants, warrants, agrees, and guaranties as follows:

1. Guarantor unconditionally, absolutely, and irrevocably guaranties to the Lender, its successors and assigns the full and prompt payment on demand of the principal of and any and all interest accrued on the Note, when and as the same become due from time to time and at all times thereafter, whether by lapse of time, acceleration or otherwise, and the full and prompt payment on demand of any and all other amounts or liabilities, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, which may now be or may hereafter become due and owing under the terms of the Note, including, without limiting the generality of the foregoing: (a) the full and prompt performance of all of the terms, covenants, conditions, and obligations of Borrower under the Note and the other Loan Documents; (b) the full and prompt payment on demand of any and all expenses, costs and fees incurred by the Lender in enforcing any rights or remedies available to it under the terms or provisions of the Loan Documents or this Guaranty, including attorneys' fees, court costs and expenses suffered or incurred by the Lender; (c) to defend, indemnify and hold the Lender harmless from and against any and all loss, damage, cost, expenses, injury, or liability (including without limitation, attorneys' fees and court costs) the Lender may suffer or incur by reason of Borrower's or Guarantor's failure to perform under the terms and conditions of the Loan Documents or this Guaranty (all of Borrower's indebtedness, liability and obligations under the Loan Documents being hereinafter referred to as the "Indebtedness", and the Guarantor's obligations set forth in this Guaranty with respect to the Indebtedness being hereinafter referred to as the "Obligations").

2. Neither the Guarantor's Obligations hereunder nor any right or remedy of the Lender for the enforcement thereof shall be impaired, modified, changed or released in any manner whatsoever by reason of the bankruptcy of the Borrower, or by any discharge of the Borrower's Indebtedness or Obligations resulting from any bankruptcy or insolvency proceeding or otherwise. Guarantor agrees that, in the event of insolvency of the Borrower or Guarantor, or the inability of the Borrower or Guarantor to pay debts as they mature, or an assignment by Borrower or Guarantor for the benefit of creditors, or the institution of any proceeding by or against Borrower or Guarantor alleging that Borrower or Guarantor is insolvent or unable to pay debts as they mature (which proceeding is not dismissed within thirty (30) days), and even if such event shall occur at a time when any of the Indebtedness may not then be due and payable, Guarantor will pay to the Lender forthwith the full amount which would be payable hereunder by Borrower if all obligations were then due and payable.

3. To secure all Obligations of Guarantor hereunder, Lender shall have a lien upon and security interest in any and all property of every kind or description, if any, of or in the name of Guarantor now or hereafter,

Individual Guaranty



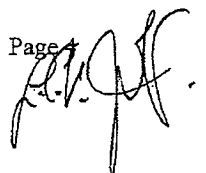
for any reason or purpose whatsoever, directly or indirectly and/or constructively in the possession or control of, or in transit to, the Lender, any affiliate of the Lender or any agent of the Lender; and the Lender may, without demand or notice of any kind, at any time and from time to time when any amount shall be due and payable by Guarantor hereunder, appropriate and apply any or all of the foregoing toward the payment of such amount, in such order of application as provided in the note.

4. This Guaranty shall in all respects be Guarantor's continuing, absolute, primary, unconditional and irrevocable guaranty of payment and not of collection, and shall remain in full force and effect until such time as the Indebtedness shall have been repaid and satisfied in full to the Lender and Borrower shall have fulfilled the terms and conditions of the Note.

5. Guarantor further agrees that if at any time all or any part of any payment theretofore received from the Borrower or Guarantor and applied by the Lender to any part of the Indebtedness or obligations is or must be rescinded or returned by the Lender for any reason whatsoever (including, without limitation, by reason of insolvency, bankruptcy or reorganization of Borrower or Guarantor), such part of the Indebtedness or Obligations shall, for the purposes of this Guaranty, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such previous application by the Lender, and this Guaranty, and Guarantor's Obligations hereunder shall continue to be effective or be reinstated, as the case may be, as to such payment, all as though such previous payment to an application by the Lender had not been made.

6. Guarantor further agrees that Guarantor's Obligations as guarantor hereunder shall in no way be impaired, affected, diminished or released by any renewals or extensions which may be made from time to time, with or without her knowledge and consent, of the time of payment of any portion of the Indebtedness, or by any forbearance or delay in enforcing the payment thereof, or in enforcing the lien of the Mortgage or any other Loan Document, or by the failure or neglect or refusal by the Lender to enforce or seek recourse on the Note or any other Loan Document, or to realize upon any other security which may have been given or may hereafter be given for the Indebtedness, or by any waiver by the Lender or failure to exercise, any right or remedy under the Note or any other Loan Documents or this Guaranty or any other guaranty, or by reason of any change or modification of any of said instruments or agreements, or by the acceptance by the Lender of additional security or any increase, substitution or changes in any security, or by the release by the Lender of any security or any withdrawal thereof or decrease therein, or by any other act or failure to act by the Lender, it being the intent hereof that Guarantor shall remain liable as principal until all of the Indebtedness, including interest thereof and any and all sums hereafter due under the terms of the Note and other Loan Documents or of this Guaranty have been paid in full and the other terms, covenants, and this Guaranty have been performed, notwithstanding any act or thing which might otherwise operate as a legal or equitable discharge of a surety, provided that Lender prior to seeking or enforcing any of the Guarantor's Obligations hereunder, must first attempt to enforce the lien of the Mortgage and otherwise realize upon all security given to Lender by Borrower. Guarantor hereby expressly consents to any release involving the obligation herein by the Lender of any or all endorser, sureties, and/or guarantors jointly and severally liable herein with the Guarantor. Such consent shall not be deemed to effect the release, in whole, in part, and/or in any prorata share or formula, of the Guarantor or other remaining unreleased endorser, sureties, and/or guarantors. The Guarantor further expressly consents to: (1) a reservation of rights to the Lender to demand and secure payment in the event of default from Guarantor and any and all other remaining unreleased endorser, sureties, and/or guarantors of any remaining indebtedness secured hereby; and (2) an express waiver of any right to demand and/or seek indemnification from any other endorser, surety and/or guarantor who may have been released in part, or in total, by the Lender. In any action, which shall accrue to the Lender by virtue of this Guaranty, the Lender, at its election, may proceed against the Guarantor for payment and/or performance of the Obligations hereunder, with or without: (a) joining the makers of the Note or any other guarantor in any such action; (b) commencing any action against or obtaining any judgment against said maker, or any other guarantors; (c) commencing any proceeding to enforce payment of the Note or to foreclose the Mortgage or to enforce any other Loan Document or to obtain any judgment or decree or foreclosure sale therein; or (d) enforcing, at its option, any other remedy under the Note or any other Loan Document, the Guarantor acknowledging and agreeing that the Lender's rights and remedies under the Note, all other Loan Documents and this Guaranty are cumulative, and nothing contained herein shall prevent the Lender from taking any one or more of the foregoing actions successively or concurrently and its taking of one or more of the foregoing actions successively or concurrently shall not discharge the Guarantor of the

Individual Guaranty



Guarantor's Obligations hereunder, and in the event of the foreclosure of the Mortgage or Security Agreement and of a deficiency, Guarantor hereby further promises and agrees to pay the amount of such deficiency upon demand.

7. Any amounts received by the Lender from whatsoever source on account of the Indebtedness may be applied by the Lender toward the payment of such of the Indebtedness, and in such order of application, as provided in the Note; and, notwithstanding any payments made by or for the account of Guarantor pursuant to this Guaranty, Guarantor shall not be subrogated to any rights of the Lender until such time as this Guaranty shall have been discontinued as to Guarantor and the Lender shall have received payment of the full amount of the Indebtedness and of all Obligations of Guarantor hereunder.

8. Guarantor hereby expressly waives notice of the acceptance by the Lender of this Guaranty, notice of the existence, creation or non-payment of all or any of the Indebtedness or Liabilities, notice of presentment, demand, non-payment, protest, or dishonor, notice of disputes with Borrower, notice of default by Borrower, and any and all other notices and demands of every kind whatsoever which may be required to be given by any statute or rule of law. However, nothing herein shall modify any term the Mortgage which may require that notice be given to Guarantor in particular circumstances; and, accordingly, Guarantor shall be entitled to whatever notice is provided for in the Mortgage. Furthermore, Guarantor acknowledges that any notice that may be given to Borrower shall be deemed notice to Guarantor for all purposes. Guarantor hereby further expressly waives presentment, demand, and protest; any defenses which may arise by reason of or be based on lack of diligence or failure in collection or protection of or realization upon the Indebtedness, upon the Obligations, upon any obligation of any other party under the Mortgage or upon any security for any of the foregoing; and any other formalities which otherwise might be required to charge Guarantor with liability, except as provided herein.

9. Without limiting the generality of any of the proceeding provisions of this Guaranty, the creation or existence from time to time of indebtedness in excess of the maximum total amount of the Loan provided for in this Note and Loan Agreement is hereby expressly authorized, without notice to, or the knowledge or consent of, Guarantor and shall in no way affect or impair the rights of the Lender or the Obligations of Guarantor under this Guaranty.

10. The Lender may, at any time or from time to time, without notice to, or the knowledge or consent of, Guarantor, assign or transfer any or all of the Indebtedness and/or Obligations or any interest therein; and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such Indebtedness and/or Obligations shall be and remain Indebtedness and/or Obligations for the purposes of this Guaranty, and each and every immediate and successive assignee or transferee of any of the Indebtedness and/or Obligations or any interest therein shall, to the extent of the interest of such assignee or transferee in the Indebtedness and/or Obligations, be entitled to the benefits of this Guaranty to the same extent as if such assignee or transferee were the Lender.

11. No delay on the part of the Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Guaranty by binding upon the Lender except as expressly set forth in a writing duly signed and delivered on behalf of the Lender. No action of the Lender permitted hereunder shall in any way affect or impair the rights of the Lender or Obligations of Guarantor under this Guaranty. For the purposes of this Guaranty, the Indebtedness shall include all obligations of the Borrower to the Lender, notwithstanding any right or power of the Borrower or anyone else to assert any claim or defense as to the invalidity of unenforceability of any such obligation, and no such claim or defense shall affect or impair the Obligations of Guarantor hereunder.

12. Guarantor acknowledges that Guarantor has received and reviewed with Guarantor's legal advisor a copy of the Note and all other Loan Documents executed by Borrower and consents to and approves all of the Loan Documents for purposes of this Guaranty and of the Guarantor's Liabilities hereunder.

13. Guarantor represents and warrants to Lender that the financial information reflected on the financial statement of Guarantor that was submitted to Lender is in all respects true and correct. Said financial

Individual Guaranty

statement of Guarantor, and any other financial statement of Guarantor heretofore or hereafter submitted to Lender, has been or shall be prepared according to generally accepted accounting principles consistently applied, and does or shall accurately present the financial condition of Guarantor whether contingent or other, as of such dates. Since the date of said financial statement, there have been no material changes in the assets, liabilities, financial condition, business or properties of Guarantor (other than changes in the ordinary course of business, which changes, individually or in the aggregate, may not have been materially adverse), which have not been disclosed to the Lender in writing.

14. This Guaranty shall be binding upon and enforceable against Guarantor, her heirs, legal representatives, successors and assigns.

15. Guarantor designates as their agent or attorney for the service of process, Santiago Eljaiek, Esquire of 2601 South Bayshore Drive, Suite 700, Coconut Grove, Florida 33133 and acknowledges and consents that service of process upon said designated agent or attorney shall be sufficient to bind each Guarantor in any suit or action taken against him or it in connection with this Guaranty. The designation of a resident agent herein may not be revoked without the previous written consent of the Lender.

16. This Guaranty has been negotiated, executed and delivered at Miami-Dade County, Florida, and shall be construed according to and governed by the laws of the State of Florida, without regard to any laws addressing choices of laws. Guarantor hereby expressly agrees that the Lender may institute a proceeding to enforce Guarantor's Obligations hereunder in Florida, and Guarantor hereby submits to personal jurisdiction and venue of Florida for the enforcement of Guarantor's Obligations hereunder, and waives any and all personal rights under the law of any state to object to jurisdiction of venue within Florida for the purposes of litigation to enforce such Obligations of Guarantor. In the event such litigation is commenced, Guarantor agrees that the service of process may be made and personal jurisdiction over Guarantor obtained, by service of copies of the summons, complaint and other pleadings required to commence such litigation by certified or registered mail, return receipt requested, or by hand delivery upon the resident agent designated below.

17. Time is of the essence of this Guaranty with respect to the performance by the Borrower of its Obligations regarding the Indebtedness and the Guarantor of its obligations regarding the Obligations.

18. Each provision of this Guaranty shall be interpreted in such manner as to be effective, valid and enforceable under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be deemed severable and ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

IN WITNESS WHEREOF, each Guarantor has executed this Individual Guaranty under seal the day and year first herein above written.

WITNESS: _____

WITNESS: _____

Juan Carlos Ventura, Guarantor

SIGNATURES AND ACKNOWLEDGMENTS ON PAGE 7

Individual Guaranty

BAKER CRONIG GASSENHEIMER LLP., ATTORNEYS AT LAW
307 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133 Telephone (305) 444.6300 Telefacsimile (305) 444.6334

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305
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308
309
WITNESS: [Signature]

[Signature]
Jose M. Ventura, Guarantor

WITNESS: [Signature]

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311
STATE OF FLORIDA) ss
COUNTY OF MIAMI-DADE)

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315
THEN PERSONALLY APPEARED BEFORE ME, an officer duly authorized to administer oaths and accept acknowledgments within the State of Florida, **Juan Carlos Ventura**, who, having produced a current Florida driver's license as adequate photographic identification, did execute the foregoing Individual Guaranty before me and did acknowledge such execution as his free act and deed.

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WITNESS MY HAND AND SEAL this 21st day of December 2005 at Coconut Grove, Florida.

318
319
320
321
[Signature] (SEAL)
NAME:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My Commission Expires:

Jesse Keenan
Commission #DD476359
Expires: SEP 27, 2009

322
323
STATE OF FLORIDA) ss
COUNTY OF MIAMI-DADE)

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325
326
327
THEN PERSONALLY APPEARED BEFORE ME, an officer duly authorized to administer oaths and accept acknowledgments within the State of Florida, **Jose M. Ventura**, who, having produced a current Florida driver's license as adequate photographic identification, did execute the foregoing Individual Guaranty before me and did acknowledge such execution as his free act and deed.

328
329
WITNESS MY HAND AND SEAL this 21st day of December 2005 at Coconut Grove, Florida.

330
331
332
333
[Signature] (SEAL)
NAME:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My Commission Expires:

Jesse Keenan
Commission #DD476359
Expires: SEP 27, 2009

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S:\LENDING\Berman\Loan Files\FLORIDA\10057-357 V-Strategic Group, LLC\Individual Guaranty.wpd
File #10057-357: Thursday, December 15, 2005
©2005 Baker Cronig Gassenheimer LLP.

Individual Guaranty

BAKER CRONIG GASSENHEIMER LLP., ATTORNEYS AT LAW
307 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133 Telephone (305) 444.6300 Telefacsimile (305) 444.6334

Page 7
[Signature]

Prepared by and return to:
B. MACKAY BROWN
Attorney at Law
WHITE & BROWN, P.A.
9000 SW 152nd St. Suite 102
Miami, FL 33157
305-259-8200
File Number: 2947-15-05

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Special Warranty Deed

This Special Warranty Deed made this 22nd day of July, 2005 between 1651 NORTH COLLINS CORP., as successor by merger to INUS INVESTMENTS, INC., both Florida corporations whose post office address is 9000 SW 152nd St., Ste. 106, Miami, FL 33157, grantor, and V-Strategic Group, LLC, a Florida Limited Liability Company whose post office address is 848 Brickell Avenue, Suite 1210, Miami, FL 33131, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

Parcel "D", of THREE ISLANDS 2ND SECTION, according to the Plat thereof, recorded in Plat Book 77, at Page 37, of the Public Records of Broward County, Florida, formerly described as more particularly set forth on Exhibit "A" attached hereto and made a part hereof.

Parcel Identification Number: 11223-12-00200

Subject to taxes for 2005 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

B. Mackay Brown
Witness Name: B. Mackay Brown

M. Lopez
Witness Name: M. Lopez

1651 NORTH COLLINS CORP., a Florida corporation,
as successor by merger to INUS INVESTMENTS, INC.,
a Florida corporation

By: Joseph A. Sanz
JOSEPH A. SANZ, President

(Corporate Seal)



EXHIBIT

I

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 22nd day of July, 2005 by JOSEPH A. SANZ, President of 1651 NORTH COLLINS CORP., a Florida corporation, as successor by merger to INUS INVESTMENTS, INC., a Florida corporation, on behalf of the corporation. He [X] is personally known to me or [] has produced a driver's license as identification.

[Notary Seal]



B-m
Notary Public

Printed Name: B. Mackay Brown

My Commission Expires: 1-26-08

EXHIBIT "A"

Parcel "D" of THREE ISLANDS 2ND SECTION, according to the Plat thereof, recorded in Plat Book 77, at Page 37, of the Public Records of Broward County, Florida; formerly described as:

A parcel of land in the N 1/2 of Section 26, Township 51 South, Range 42 East, said parcel being more particularly described as follows:

Commencing on the South line of the N 1/2 of the N 1/2 of said Section 26, at a point 2360 feet East of the Southwest corner of said N 1/2 of the N 1/2 of Section 26, said point also being the Southeast corner of Diplomat Golf Estates, as recorded in Plat Book 46, Page 24, of the Public Records of Broward County, Florida; thence run North 0° 53' 22" West (on an assumed bearing); 50 feet along the East boundary of said Diplomat Golf Estates, to an intersection with the North right of way line of Hallandale Beach Blvd. and the Point of Beginning; thence continue North 0° 53' 22" West 450 feet along said East boundary of Diplomat Golf Estates; thence run North 89° 06' 38" East 272.13 feet, to an intersection with the Westerly right of way line of Three Islands Blvd., as shown on the Plat of Three Islands 1st Section, as recorded in Plat Book 71, Page 36, of the Public Records of Broward County, Florida; thence run South 15° 41' 21" West 80.55 feet along said Westerly right of way line, to a point of curvature of curve to the left; thence along said Westerly right of way line, on the arc of said curve to the left, having a radius of 765 feet and a central angle of 16° 34' 43", run Southerly 221.36 feet, to a point of tangency; thence run South 0° 53' 22" East 104.52 feet along said Westerly right of line of Three Islands Blvd. being the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 50 feet and a central angle of 90° run Southwesterly 78.54 feet, to a point of tangency on said North right of way line of Hallandale Beach Blvd.; thence run South 89° 06' 38" West 167.40 feet along said North right of way line, to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.