

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 17, 2010

Consent
 Workshop

Regular
 Public Hearing

Department: Administration
Submitted By: Administration
Submitted For: Economic Development Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: the U.S. Department of Housing and Urban Development (HUD) Section 108 Loan documents for Kiddie Haven Pre-School, Inc.

Summary: Kiddie Haven Pre-School was approved for a \$57,000 HUD Section 108 loan on August 11, 2009. Palm Beach County closed on the above loan on June 8, 2010. **These are Federal funds that do not require a local match. District 2 (DW)**

Background and Policy Issues: On March 12, 2002 (Agenda Item No. 6D-1), the Board of County Commissioners (BCC) approved policies for the development and administration of a revolving loan program funded by HUD under the CDBG Section 108 Loan Guarantee Program. On June 18, 2002 (R2002-0989 and R2002-0990), the BCC approved the First Amendment to the Palm Beach County Five-Year Consolidated Plan to incorporate the Section 108 Loan Guarantee Program and the County's application for \$15,000,000 of Section 108 funds. The HUD appropriation for these funds ended on September 30, 2008. On June 2, 2008 and January 14, 2009, the PBC Housing and Community Development Department requested an extension of the program term with the remaining balance of the loan pool. On February 24, 2009 (R2009-0255), the BCC approved the extension of the program for a period of five years and accepted the award letter from HUD in the amount of \$13,340,000. The BCC has approved five (5) Amendments to the Palm Beach County Section 108 Loan Program Criteria as follows: the First Amendment on January 28, 2003 (Agenda Item No. 5C-1) to institute a minimum loan amount of \$250,000 and to clarify the approval process for loan requests above \$1,000,000; the Second Amendment on May 15, 2007 (Agenda Item No. 5A-2) for the Economic Development Office to solely administer the Program and modify the Program Criteria and Application Form; the Third Amendment on December 2, 2008 (Agenda Item No. 6A-1) to align the Program policies to HUD's policies, which included a new minimum loan of up to 40% of the total project cost or up to \$1,000,000, whichever is lower; the Fourth Amendment on May 5, 2009 (R2009-0725) to authorize the County Administrator or his designee to approve/sign on behalf of the BCC all loan/grant documents/agreements with approved borrowers/grantees that meet the Sec. 108 Loan and the Brownfield Economic Development Initiative (BEDI) Programs Criteria; and the Fifth Amendment on May 4, 2010 (Agenda Item No. 3A-1) to modify the matching funds requirements of Entitlement Communities, increase the processing and loan fees, and explain in detail the loan acceptance process.

- Attachments:**
- \$57,000 Variable/Fixed Rate Note B-08-UC-12-0004
 - \$57,000 Request for Advance
 - Palm Beach County Loan Commitment Letter
 - Mortgage and Security Agreement
 - Loan Agreement
 - \$57,000 Section 108 Promissory Note
 - Section 108 Loan Program Agreement
 - Guaranty Agreement
 - Environmental Indemnity Agreement
 - Further Assurances
 - Legal Opinion from County's Counsel
 - UCC Financing Statement

Recommended By: [Signature]
Economic Development Director

7-21-2010
Date

Approved By: [Signature]
Assistant County Administrator

8-9-10
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures					
Operating Costs	\$57,000				
External Revenue	(\$57,000)				
Program Income (PBC)					
In-Kind Match (PBC)					
	\$0				
NET FISCAL IMPACT					
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes No

Budget Account Number:

Fund 1540 Dept 764 Unit 2002 Object Various


B. Recommended Sources of Funds/Summary of Fiscal Impact:

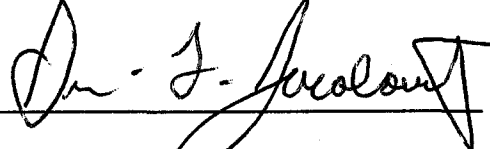
* Source of Funds provided through the U.S. Department of Housing and Urban Development (HUD) Section 108 Loan Program.

C. Departmental Fiscal Review: 


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:


 7/29/10
 OFMB
 mcb
 7/23/10
 7/22/10

 7/30/10
 Contract Dev. and Control

B. Legal Sufficiency:

 8/9/10
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

OVER 50 PAGES

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SECTION 108 LOAN GUARANTEE PROGRAM**

VARIABLE/FIXED RATE NOTE

NOTE NUMBER: B-08-UC-12-0004

DATE OF NOTE: _____

BORROWER:

Palm Beach County, Florida

[Kiddie Haven Project]

PRINCIPAL DUE DATES AND PRINCIPAL AMOUNT: Before the Conversion Date, the aggregate of Advances made for each applicable Principal Due Date specified in the Commitment Schedule to this Note; on or after the Conversion Date, the Principal Amount (if any) listed for each Principal Due Date in Schedule P & I hereto.

MAXIMUM COMMITMENT
AMOUNT: \$57,000

COMMITMENT AMOUNTS: See
Commitment Schedule attached hereto.

VARIABLE INTEREST RATE: As set forth below.

REGISTERED HOLDER:

AFTERWATCH & CO
As Nominee for
Money Market Obligations Trust
on behalf of its Government Obligations Fund

I. Terms Applicable Before the Conversion Date

A. Advances

For value received, the undersigned, Palm Beach County, (the "Borrower"), which term includes any successors and assigns, a public entity organized and existing under the laws of the State (or Commonwealth as applicable) of Florida, promises to pay to the Registered Holder (the

"Holder," which term includes any successors or assigns), at the time, in the manner, and with interest at the rate or rates hereinafter provided, such amounts as may be advanced under this Note from time to time by the Holder for disbursement to, or on behalf of, the Borrower (individually, an "Advance", and collectively, "Advances"). The Holder shall make Advances upon the written request of the Borrower and the approval of the Secretary of Housing and Urban Development or his designee (the "Secretary"), pursuant to the Contract for Loan Guarantee Assistance (as further defined in Section IV.A. of this Note, the "Contract"), and the Amended and Restated Master Fiscal Agency Agreement (the "Fiscal Agency Agreement") dated as of May 17, 2000, between The Chase Manhattan Bank (now known as Bank of New York Mellon), as Fiscal Agent (the "Fiscal Agent"), and the Secretary. The total amount of Advances made for each Principal Due Date under this Note shall not exceed the applicable Commitment Amount for such Principal Due Date set forth on the Commitment Schedule attached hereto. The aggregate of all Advances under this Note for all Principal Due Dates shall not exceed the Maximum Commitment Amount specified on the attached Commitment Schedule. The Fiscal Agent shall record the date and amount of all payments and Advances on this Note and maintain the books and records of all such Advances and Commitment Amounts for each corresponding Principal Due Date, and all payments. No Advances shall be made on this Note after its Conversion Date.

As used herein, "Conversion Date" means the date (if any) upon which this Note is (i) delivered by the Holder to the Fiscal Agent against payment therefore by the purchasers selected by the Secretary to make such payment; and (ii) assigned to Bank of New York Mellon (or any successor thereto) acting in its capacity as Trustee (the "Trustee") pursuant to a Trust Agreement between the Secretary and the Trustee, dated as of January 1, 1995, as such agreement may be amended or supplemented (the "Trust Agreement"). Upon the occurrence of both (i) and (ii) in the previous sentence, Section III of this Note applies, thereby converting this Note to a fixed rate obligation.

B. Variable Rate of Interest

From and including the date of each Advance to but excluding the earlier of (i) the Conversion Date, and (ii) the date of redemption or prepayment of such Advance pursuant to Section I.D. below (each such date of redemption or prepayment, a "Prepayment Date") interest shall be paid quarterly at a variable interest rate (as set forth below) on the unpaid principal balance of each Advance on the first day of each February, May, August and November (each, an "Interim Payment Date"), commencing on the first Interim Payment Date after the initial Advance is made under this Note. Interest also shall be paid on each applicable Conversion Date, Prepayment Date or Principal Due Date. The amount of interest payable on each Interim Payment Date will represent interest accrued during the three-month period ending immediately prior to such Interim Payment Date, or in the case of the first Interim Payment Date following each Advance that is not made on an Interim Payment Date, the period from and including the date of such Advance to but excluding the first Interim Payment Date following such Advance. The amount of interest payable on this Note's Conversion Date, Prepayment Date, or on any Principal Due Date that precedes such Conversion Date will represent interest accrued during the

period from the last Interim Payment Date to such Conversion Date, Prepayment Date, or Principal Due Date, respectively.

The initial variable interest rate for each Advance will be set on the date of such Advance and will be equal to 20 basis points (0.2%) above the Applicable LIBO Rate (as hereinafter defined) and thereafter will be adjusted monthly on the first day of each month (each, a "Reset Date") to a variable interest rate equal to 20 basis points (0.2%) above the Applicable LIBO Rate (such interest rate, as reset from time to time, the "Standard Note Rate"). If the Conversion Date for this Note has not occurred by the March 1 following the initial Advance under this Note, then the terms of Appendix A shall be used to set the variable interest rate. If the Fiscal Agent does not receive notice of either a Negotiated Special Interest Rate or Holder Determined Special Interest Rate (as defined in Appendix A attached hereto) from the Secretary or Holder, respectively, by the times specified in Appendix A to this Note, then the Standard Note Rate shall apply for the period to which such Negotiated Special Interest Rate or Holder Determined Special Interest Rate would otherwise apply. The Fiscal Agent may conclusively rely on any such notice as to the correctness of any matters set forth therein. Appendix A shall be inapplicable to this Note on or after the Conversion Date.

"LIBO Rate" for any given Business Day means, except in the case of manifest error, the interest rate per annum published on that day in the Eastern Edition of The Wall Street Journal or any successor publication ("WSJ"), published by Dow Jones & Company, Inc., in the section titled "Money Rates" (or any successor section) and opposite the caption "London Interbank Offered Rates (LIBOR) -- three months" (or any successor caption). If such rate does not appear in WSJ on a given Business Day, for each interest period, the LIBO Rate shall be the interest rate, converted to a bond-equivalent yield basis, for deposits in U.S. dollars for three months which appears on Telerate Page 3750 or such other page as may replace Page 3750 on that service or such other service or services as may be nominated by the British Bankers' Association for the purpose of displaying such rate (together, "Telerate Page 3750") as of 11:00 a.m., London time, on the day (the "Determination Date") that is two London Banking Days preceding the relevant Reset Date or Advance. If such rate does not appear on Telerate Page 3750 on such Determination Date, such rate shall be obtained from the Reuters Screen ISDA Page as of 11:00 a.m., London time, on such Determination Date. If, in turn, such rate does not appear on the Reuters Screen ISDA Page on such Determination Date, the offered quotation from each of four reference banks (expressed as a percentage per annum) as of approximately 11:00 a.m., London time, on such Determination Date for deposits in U.S. dollars to prime banks on the London interbank market for a 3-month period, commencing on the Reset Date or date of such Advance, shall be obtained. If at least two such quotations are provided, the LIBO Rate for such Reset Date or date of such Advance will be the arithmetic mean of the quotations, rounded to five decimal places. If fewer than two such quotations are provided as requested, the LIBO Rate for that Determination Date shall be the rate for the most recent day preceding such Determination Date for which the LIBO Rate shall have been displayed on Telerate Page 3750. The LIBO Rate for any interest period shall be converted to a bond-equivalent yield basis by multiplying such rate by the actual number of days in such interest period and dividing that number by 180.

"Applicable LIBO Rate" means: (1) with respect to the initial interest rate for the first Advance hereunder, the LIBO Rate two London Banking Days before the date of such first Advance; (2) with respect to the initial interest rate for any subsequent Advance made before the first Reset Date, the interest rate borne by the first Advance; (3) with respect to the initial interest rate for any subsequent Advance made after the first Reset Date, the LIBO Rate two London Banking Days before the immediately preceding Reset Date; and (4) with respect to the subsequent interest rate at any Reset Date for any Advance, the LIBO Rate two London Banking Days before such Reset Date.

"London Banking Day" means any day in which dealings in deposits in United States dollars are transacted in the London interbank market. Interest payable on or before the Conversion Date shall be calculated on the basis of a 360-day year and the actual number of days lapsed.

C. Principal Amount

Prior to the Conversion Date, the aggregate amount of Advances under this Note for each specified Principal Due Date shall be the Principal Amount paid by the Borrower on such Principal Due Date (as assigned to such Advances by the Secretary's instructions to the Fiscal Agent in accordance with the Contract and the Fiscal Agency Agreement), except to the extent such Principal Amount shall have been reduced by redemption before such Principal Due Date as provided below.

D. Redemption before Conversion Date

At any time on or before the Conversion Date, the Borrower, with the consent of the Secretary, may redeem this Note, in whole or in part, upon fourteen calendar days notice to the Fiscal Agent and the Secretary, at the purchase price of one hundred percent (100%) of the unpaid Principal Amount to be redeemed, plus accrued interest thereon to the date of redemption. Partial redemptions shall be credited against the applicable Principal Amount(s). The related Commitment Amounts and the Maximum Commitment Amount shall be adjusted concurrently with any such redemptions in accordance with the Secretary's instructions to the Fiscal Agent pursuant to the Contract and the Fiscal Agency Agreement.

II. Conversion

The following events shall occur on the Conversion Date:

A. Schedule P&I

On the Conversion Date all Advances owed by the Borrower under this Note with the same Principal Due Date shall be aggregated into a single Principal Amount which will accrue interest at the fixed rate applicable to such Principal Due Date. Such Principal Amount may be adjusted by the Fiscal Agent in accordance with the following paragraph or paragraph IV.H, as applicable. Whether or not adjusted, each Principal Amount, the fixed rate applicable to each Principal Amount, and the applicable Principal Due Date, shall be listed by the Secretary in Schedule P&I. Schedule P&I will be provided by the Secretary to the Fiscal Agent and attached to this Note by the Fiscal Agent upon the Fiscal Agent's receipt of this Note on the Conversion Date.

B. Conversion Date Advances

If, on or prior to the Conversion Date, the Borrower has not utilized the entire Commitment Amount indicated on the Commitment Schedule attached hereto for a given Principal Due Date, the Borrower may, in accordance with the Fiscal Agency Agreement and the Contract, and with the approval of the Secretary, utilize such Commitment Amount on the Conversion Date to obtain a Conversion Date Advance. A "Conversion Date Advance" shall mean any amount by which the Secretary instructs the Fiscal Agent to increase a Principal Amount on Schedule P&I for a given Principal Due Date, effective as of the Conversion Date of this Note. Conversion Date Advances shall be funded by the sale of this Note to the purchaser selected by the Secretary. The proceeds of a Conversion Date Advance (net of any applicable fees) shall be distributed to or on behalf of the Borrower on the Conversion Date. The total amount of Conversion Date Advances hereunder shall not exceed the sum of any unused Commitment Amounts for all Principal Due Dates.

III. Terms Applicable Upon Conversion

The following terms shall apply to this Note from the Conversion Date (if any) until this Note is canceled, or matured and paid in full:

Commencing on the Conversion Date, the Borrower promises to pay to the Holder on the applicable Principal Due Date each Principal Amount set forth on the attached Schedule P&I, together with interest on each such Principal Amount at the rate applicable thereto specified on the Schedule P&I. Interest shall be calculated and payments shall be made in the manner set forth below.

Interest on each scheduled Principal Amount of this Note due as of a given date specified on Schedule P&I hereto shall accrue at the related per annum rate specified on Schedule P&I from (and including) the Conversion Date to (but excluding) such Principal Due Date or, if applicable, to the applicable Interest Due Date on which an Optional Redemption (as defined below) occurs. Each interest amount accrued on each unpaid Principal Amount of this Note shall be due semiannually as of February 1 and August 1 of each year (each such February 1 and

August 1, an "Interest Due Date") commencing on the first such date after the Conversion Date, until each Principal Amount listed on Schedule P&I to this Note is paid in full. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Certain Principal Amounts that are indicated as being eligible for Optional Redemption on Schedule P&I may be paid, in whole or in part, at the option of the Borrower as of any Interest Due Date on or after the date specified in such schedule (an "Optional Redemption"). In order to elect an Optional Redemption of such a Principal Amount, the Borrower shall give notice of its intention to prepay a Principal Amount to the Trustee and the Secretary not less than 60 days and not more than 90 days prior to the Interest Due Date as of which the Borrower intends to prepay the Principal Amount. The Trustee shall apply any payments received in respect of Optional Redemptions in accordance with written instructions of the Borrower, as approved by the Secretary. Principal Amounts that are not indicated as being eligible for Optional Redemption on Schedule P&I may not be prepaid.

IV. General Terms

A. Additional Definitions

For purposes of this Note, the following terms shall be defined as follows:

"Business Day" shall mean a day on which banking institutions in New York City are not required or authorized to remain closed and on which the Federal Reserve Bank and the New York Stock Exchange are not closed. If any payment (including a payment by the Secretary) is required to be made on a day that is not a Business Day, then payment shall be made on the next Business Day.

"Contract" shall mean the Contract for Loan Guarantee Assistance, and any amendments thereto, among the Secretary and the Borrower, the designated public entity named therein (if applicable), and the State named therein (if applicable), that refers to and incorporates this Note by the number hereof.

"Principal Amount" shall mean: (i) before the Conversion Date for this Note, the aggregate amount of Advances made for each Principal Due Date specified in the Commitment Schedule attached to this Note, less the amount of any redemptions pursuant to Section I.D. hereof, and any principal repayment; and (ii) on or after the Conversion Date, the principal amount (if any) stated for each Principal Due Date in Schedule P&I attached hereto, less the amount of any principal repayment and any Optional Redemptions made pursuant to Section III hereof and the Trust Agreement.

B. Timely Payment to Fiscal Agent or Trustee

Notwithstanding anything contained in Section I, Section II, or Section III, the Borrower, in accordance with the Contract, shall be required to make all payments of interest and principal, including any Optional Redemption payment, directly to the Fiscal Agent or the Trustee (as applicable) on the seventh Business Day prior to the appropriate Interim Payment Date, Interest Due Date, Principal Due Date, Prepayment Date, or date of Optional Redemption, as applicable.

C. Interest on Late Payments

If a payment of principal or interest herein provided for shall not be made by either (i) 2:30 p.m. on an Interest Due Date or Principal Due Date; or (ii) 2:30 p.m. on the second Business Day (as herein defined) next succeeding an Interim Payment Date, then interest shall accrue on the amount of such payment at the then applicable interest rate or rates payable on this Note, from the relevant due date, as the case may be, until the date such payment is made. Nothing in the immediately preceding sentence shall be construed as permitting or implying that the Borrower may, without the written consent of the Holder and the Secretary, modify, extend, alter or affect in any manner whatsoever the right of the Holder timely to receive any and all payments of principal and interest specified in this Note.

D. Applicability of Fiscal Agency Agreement or Trust Agreement

Prior to the Conversion Date, this Note and Advances and payments made hereunder shall be administered pursuant to the terms of the Fiscal Agency Agreement and are subject to such agreement. On or after the Conversion Date, this Note and Advances and payments made hereunder shall be administered pursuant to the Trust Agreement and are subject to such agreement. The terms and provisions of the Fiscal Agency Agreement or the Trust Agreement, insofar as they affect the rights, duties and obligations of the Holder and/or the Borrower, are hereby incorporated herein and form a part of this Note. The Borrower hereby agrees to be bound by all obligations of the Borrower to the Fiscal Agent set forth in the Fiscal Agency Agreement. Capitalized terms not defined in this Note shall have the meanings ascribed to them in the Fiscal Agency Agreement or Trust Agreement, as applicable. The Fiscal Agency Agreement provides for the Fiscal Agent to perform certain duties, including the duties of (i) paying agent and calculation agent for this Note until its Conversion Date, and (ii) registrar for this Note until this Note is canceled or a new registrar appointed, each in accordance with the Fiscal Agency Agreement. The Trust Agreement provides for the Trustee to perform certain duties, including the duties of collection agent for this Note after its Conversion Date until a new Trustee is appointed in accordance with the Trust Agreement. This Note may be surrendered to the Fiscal Agent for registration of transfer or exchange, as provided in the Fiscal Agency Agreement. The Fiscal Agent and Trustee each shall permit reasonable inspection to be made of a copy of the Fiscal Agency Agreement or Trust Agreement kept on file at its respective corporate trust office. Neither the Fiscal Agency Agreement nor the Trust Agreement shall change the Borrower's payment obligations under this Note.

E. Applicability of Contract and Secretary's Guarantee

This Note evidences indebtedness incurred pursuant to and in accordance with the Contract and pursuant to Section 108 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5308) (the "HCD Act"). This Note is subject to the terms and provisions of the Contract, to which Contract reference is hereby made for a statement of said terms and provisions and for a description of the collateral security for this Note. The payment of principal on the applicable Principal Due Dates and interest on the applicable Interim Payment Dates or Interest Due Dates under this Note is unconditionally guaranteed by the Secretary to the Holder through a guarantee (the "Guarantee"). Execution of the Secretary's Guarantee is required before this Note is effective, and such Guarantee shall be issued pursuant to and in accordance with the terms of the Contract and Section 108 of the HCD Act.

F. Default

A default under this Note shall occur upon failure by the Borrower to pay principal or interest on this Note when due hereunder. If a Borrower defaults on the payment of any interest or Principal Amounts when due, or if the Secretary gives notice of a final decision to declare the Borrower in default pursuant to the following paragraph of this Section IV.F, the Secretary may, but is not obligated to, make on any date on or prior to the Conversion Date with fourteen calendar days prior notice to the Fiscal Agent, or on the seventh Business Day preceding any Interest Due Date on or after the first permissible Optional Redemption date with seven Business Days prior notice to the Trustee, an acceleration payment to the Fiscal Agent or the Trustee, as applicable, equal to the Aggregate Principal Amount of the Note, together with accrued and unpaid interest thereon to such acceleration payment date or Interest Due Date, as applicable. In the event that any such acceleration payment is made from sources other than funds pledged by the Borrower as security under the Contract (or other Borrower funds), the amounts paid on behalf of the Borrower shall be deemed to be immediately due and payable to the Secretary. Nothing in this paragraph shall be construed as permitting or implying that the Borrower may, without the written consent of the Holder and the Secretary, modify, extend, alter or affect in any manner whatsoever the right of the Holder timely to receive any and all payments of principal and interest specified in this Note.

In addition, the Secretary may declare the Borrower in default under this Note if the Secretary makes a final decision in accordance with the provisions of 24 C.F.R. § 570.913 (or any successor regulation thereof), including requirements for reasonable notice and opportunity for hearing, that the Borrower has failed to comply substantially with Title I of the HCD Act. Following the giving of such reasonable notice, the Secretary may take the remedial actions specified as available in the relevant provisions of the Contract pending the Secretary's final decision.

G. Holder's Reliance on Guarantee

Following a default by the Borrower under the terms of this Note, the Holder agrees to rely wholly and exclusively for repayment of this Note upon the Guarantee. The enforcement of any instruments or agreements securing or otherwise related to this Note shall be the sole responsibility of the Secretary, and the Holder shall not be responsible for the preparation, contents or administration of such instruments and agreements, or for any actions taken in connection with such instruments and agreement. The Holder, to the extent it is legally able to do so, shall bind or cause to be bound its successors and assigns to all limitations imposed upon the Holder by this Note.

H. Amendment

This Note may only be amended with the prior written consent of the Secretary and the Borrower. No such amendment shall reduce, without the prior written consent of the Holder of this Note, in any manner the amount of, or delay the timing of, payments required to be received on this Note by the Holder, Fiscal Agent or Trustee, including Guarantee Payments; provided that prior to the Conversion Date, the Commitment Amounts on the Commitment Schedule attached hereto, and the Principal Amounts due on the corresponding Principal Due Dates may be rescheduled pursuant to written instructions given to the Fiscal Agent by the Secretary with the written agreement of the Borrower and the Secretary absent the consent of the Holder.

I. Waivers

The Borrower hereby waives any requirement for presentment, protest or other demand or notice with respect to this Note. The Borrower hereby waives notice of default and opportunity for hearing for any failure to make a payment when due.

J. Delivery and Effective Date

This Note is deemed issued, executed, and delivered on behalf of the Borrower by its authorized official as an obligation guaranteed by the Secretary pursuant to Section 108 of the HCD Act, effective as of the date of the Secretary's Guarantee.

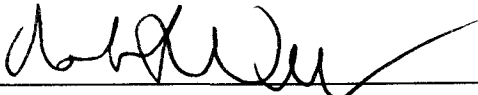
V. Borrower-Specific Provisions

This is the second Note under B-08-UC-12-0004 issued pursuant to the Contract for Loan Guarantee Assistance under Section 108 dated August 8, 2009 and the Funding Approval ("Commitment") dated January 30, 2009. The first Note in the Principal amount of \$1,000,000 was issued on August 8, 2009.

THE UNDERSIGNED, as an authorized official of the Borrower, has executed and delivered this Note.

County of Palm Beach, Florida


BORROWER

By: 
(Signature)

Robert Weisman
(Name)

County Administrator
(Title)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY 
County Attorney

ASSIGNMENT AND TRANSFER

For value received, the undersigned assigns and transfers this Note to

(Name and Address of Assignee)

(Social Security or Other Identifying Number of Assignee)

and irrevocably appoints _____
attorney-in-fact to transfer it on the books kept for registration of the Note, with full power of
substitution.

Dated: _____

Note: The signature to this assignment
must correspond with the name as written on
the face of the Note without alteration or
enlargement or other change.

Signature Guaranteed:

Qualified Financial Institution

By: _____
Authorized Signature

[This page to be completed by the Fiscal Agent for transfer of the Note by the Holder as of the
Conversion Date pursuant to the last paragraph of Section I.A. of this Note.]

APPENDIX A

Special Pre-Conversion Interest Rates.

- (a) The Holder and the Secretary contemplate that the majority of the outstanding Variable/Fixed Rate Notes will be purchased by underwriters selected by the Secretary for sale in public offerings to occur each year. If a public offering including this Note has not occurred by each March 1 following the initial Advance under this Note, the Secretary shall, upon request, advise the Holder as to when a public offering including this Note is expected to occur, and the Holder and the Secretary agree to consult with each other as to what the interest rate on this Note will be after May 1 of that year if a public offering has not occurred by such May 1. The Holder shall notify the Secretary if such consultation has not occurred by April 1 of that year. If no public offering including this Note has occurred on or before such May 1, the applicable interest rate on this Note from such May 1 shall be the rate (if any) negotiated and agreed upon by the Secretary and the Holder. Such rate may be the Standard Note Rate or some other rate agreed upon by the Holder and the Secretary at least two Business Days before such May 1 (such other rate, the "Negotiated Special Interest Rate"). The Secretary shall notify the Fiscal Agent and the Holder in writing of any Negotiated Special Interest Rate within two Business Days of the determination thereof.
- (b) If the Secretary and the Holder do not, by the April 15th preceding such May 1, negotiate and agree under Section (a) of this Appendix on an interest rate applicable to this Note, then the Holder may, on or before the April 20th preceding such May 1, give written notice to the Secretary of its intent to change the interest rate on this Note and, if such notice was given during such period, the Holder may, on such May 1, unilaterally determine (subject to the terms of this paragraph) the interest rate that this Note will bear (such rate, the "Holder Determined Interest Rate") from and including such May 1 to but excluding the earliest of: (i) the Conversion Date; (ii) the date that this Note is purchased by a new Holder (as described in Section (c) below) or (iii) a Monthly Special Reset Date (as defined below). Interest from and including such May 1 to but excluding the Public Offering Date shall be paid on the unpaid principal balance of all outstanding Advances under this Note at the rate(s) to be determined by the Holder which, based upon then prevailing market conditions and taking into account all the circumstances, will enable the Holder to sell this Note at one hundred percent (100%) of the aggregate amount of all Advances hereunder prior to the date of such sale. Such interest rate shall be determined as of such May 1 and shall be determined again on the foregoing basis on the first of each month thereafter (the first of each month after such May 1, a "Monthly Special Reset Date"). The Holder shall notify the Fiscal Agent and the Secretary in writing within two

Business Days following such dates of the determination of the Holder Determined Interest Rate and each applicable interest rate determined on a Monthly Special Reset Date.

- (c) If the Secretary and the Holder have failed to agree upon an interest rate pursuant to Section (a) of this Appendix A, the Secretary, upon seven calendar days notice to the Holder, may arrange for the purchase of this Note in full by another entity on the following May 1 or any Business Day thereafter. If such a purchase occurs, the Holder shall sell and assign this Note to the purchaser thereof without recourse to the Holder and deliver this Note and its Guarantee to the Fiscal Agent for registration in the name of the purchaser thereof in accordance with the Secretary's written instructions. The purchase price for this Note shall be 100% of the aggregate amount of all Advances owing hereunder plus accrued interest to the date of purchase. Payment to the Holder of the purchase price for this Note shall be made by the purchaser thereof in Federal funds at the offices of the Holder, or at such other place as shall be agreed upon by the Holder and the Secretary, at 10:00 a.m., New York time, on the date of purchase. After such purchase date this Note shall bear a rate of interest negotiated between the Secretary and the new interim Holder (the "New Purchaser Special Interest Rate"). The Secretary shall notify the Fiscal Agent and the new purchaser in writing of any New Purchaser Special Interest Rate within two Business Days following the date of determination thereof.
- (d) Notwithstanding Sections (a) through (c) (inclusive) of this Appendix, no Borrower is obligated to pay interest at a variable rate exceeding the maximum rate permitted by generally applicable law of the Borrower's state (such rate, the "Maximum Rate"). If the Borrower receives notice of a variable interest payment that exceeds the Maximum Rate, then the Borrower shall timely pay such amount as does not exceed the Maximum Rate, and concurrently shall notify the Secretary and the Fiscal Agent of the reason for any interest non-payment.

COMMITMENT SCHEDULE

Note No.

<u>Principal Due Date</u>	<u>Commitment Amount</u>
August 1, 2010	0
August 1, 2011	6,000
August 1, 2012	6,000
August 1, 2013	6,000
August 1, 2014	6,000
August 1, 2015	6,000
August 1, 2016	6,000
August 1, 2017	6,000
August 1, 2018	6,000
August 1, 2019	6,000
August 1, 2020	3,000
August 1, 2021	
August 1, 2022	
August 1, 2023	
August 1, 2024	
August 1, 2025	
August 1, 2026	
August 1, 2027	
August 1, 2028	
August 1, 2029	
Maximum Commitment Amount =	\$57,000

SCHEDULE P&I*

Note No.

Principal Amount	Principal Due Date	Interest Rate	Optional Redemption Available	
			YES	NO
	August 1, 2010			X
	August 1, 2011			X
	August 1, 2012			X
	August 1, 2013			X
	August 1, 2014			X
	August 1, 2015			X
	August 1, 2016			X
	August 1, 2017			X
	August 1, 2018			X
	August 1, 2019			X
	August 1, 2020			X
	August 1, 2021		X	
	August 1, 2022		X	
	August 1, 2023		X	
	August 1, 2024		X	
	August 1, 2025		X	
	August 1, 2026		X	
	August 1, 2027		X	
	August 1, 2028		X	
	August 1, 2029		X	

\$ _____ = Aggregate Principal Amount

Principal Amounts due on or after August 1, 2020, may be redeemed, subject to the terms contained herein and in the Trust Agreement, on any Interest Due Date on or after August 1, 2019.

*This schedule will not be completed when initially executed and delivered by the Borrower for Guarantee for interim, variable-rate financing. It will be completed when assigned by the Holder at the request of the Borrower for conversion to Fixed Rates on the Conversion Date. The first date shown above on which Optional Redemption is available is expected to be the same when this schedule is completed, if the Borrower participates in the initial Section 108 public offering after receiving an interim financing Advance hereunder. If the Borrower participates in a later public offering, the first date on which Optional Redemption is available is expected to be correspondingly later.



Economic Development Office

P.O. Box 1989
West Palm Beach, FL 33402-1989
Phone (561) 555-5624
FAX (561) 555-6017
www.pbcgov.com/edo



**Palm Beach County
Board of County
Commissioners**

- Burt Aaronson, Chair
- Karen I. Marcus, Vice Chair
- Jeff Koons
- Shelley Vana
- Steven L. Abrams
- Jess R. Santamaria
- Priscilla A. Taylor

County Administrator

Robert Weisman

May 10, 2010

Paul D. Webster, Director
U.S. Department of Housing and Urban Development
Financial Management Division - Room 7180
451 Seventh Street, SW
Washington, DC 20410

**RE: Request for Advance_Kiddie Haven Pre-School, Inc.
Palm Beach County Section 108 Loan Program**

Dear Mr. Webster:

The County of Palm Beach hereby requests an advance in the amount of **\$57,000** under the Variable/Fixed Rate ("VFR") Note No.B-08-UC-12-0004, guaranteed pursuant to Section 108 of the Housing and Community Development Act of 1974, as amended.

The amount to be advanced under the Note(s) is **\$57,000**

	<u>Principal Due Date</u>	<u>Advance Amount</u>
	August 1, 2010	0
1.	August 1, 2011	6,000
2.	August 1, 2012	6,000
3.	August 1, 2013	6,000
4.	August 1, 2014	6,000
5.	August 1, 2015	6,000
6.	August 1, 2016	6,000
7.	August 1, 2017	6,000
8.	August 1, 2018	6,000
9.	August 1, 2019	6,000
10.	August 1, 2020	3,000
	TOTAL	\$57,000

*An Equal Opportunity
Affirmative Action Employer*

Official Electronic Letterhead

Name of Borrower: The County of Palm Beach, FL
Requested Amount: \$57,000.00
VRF Note Number: B-08-UC-12-0004

Page 1 of 2



Please wire-transfer the advance using the following information:

BORROWER	:The County of Palm Beach, FL
AMOUNT	:\$57,000
VARIABLE FIXED RATE NOTE NUMBER	: B-08-UC-12-0004
1. Name of the Bank	:Wachovia Bank, N.A.
2. Address of Receiving Bank	:303 Banyan Blvd. WPB,FL 33401
3. A.B.A. Number*	:063000021
4. Borrower's Account Number	:2155001070034
5. Account Name	:Consolidated Account
6. Bank Official to Contact	:Louisa Perolio
7. Phone Number of Bank Official	:(561) 835-2123

CORRESPONDENT BANK (If applicable)

1. Bank :
2. Address :
3. A.B.A. Identification* :
4. Borrower's Account Number :
5. Name of Account :

*American Bankers Association number (9 digits)

Thank you for your attention to this matter,

Sherry Howard, Director
Palm Beach County Economic Development Office

Peter Jannis, Esq., CPA, CFP
Director, Accounting Services
Palm Beach County Clerk & Comptroller

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Dawn Wynn, Assistant County Attorney

Name of Borrower: The County of Palm Beach, FL
Requested Amount: \$57,000.00
VRF Note Number: B-08-UC-12-0004

Page 2 of 2



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Priscilla A. Taylor

County Administrator

Robert Weisman

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

January 19, 2010

Ms. Nancy R. Tirado, Director
Kiddie Haven Pre-School, Inc.
2783 Gulfstream Road
Palm Springs, Fl. 33461

**RE: Palm Beach County Loan Commitment Letter
Section 108 Loan Program
Kiddie Haven Pre School, Inc.
Palm Springs, Florida**

Dear Ms. Tirado:

We are pleased to inform you that the Palm Beach County Economic Development Office ("the County") and the U.S. Department of Housing and Urban Development ("HUD") have approved your Section 108 Loan request to be granted financing subject to the following terms and conditions outlined below:

Borrower:

Kiddie Haven Pre-School, Inc.

Facility:

Working capital loan in support of the expansion of a day care center facility located at 2783 Gulfstream Road, Palm Springs, FL 33461.

Purpose:

The County shall supply a Section 108 working capital loan in the amount of \$57,000. Evidence must be provided that Regions Bank has supplied a fixed asset loan in the amount of at least \$210,000, the U.S. Small Business Administration a 504 loan of \$210,000, and the borrower a cash injection of at least \$105,000, for the fixed asset expansion located at 2783 Gulfstream Road, Palm Springs, Florida.

Term:

The term for the \$57,000 Section 108 loan shall be 10 years. Such term shall begin at the receipt of the 108 funds by the County from HUD.

Interest Rate:

The total interest rate will be the addition of the HUD rate and the County rate. The HUD rate is the three-month London Inter Bank Offered Rate (LIBOR) plus 20 basis points and the County rate is 100 basis points.



Initially, the interest rate will be the three-month LIBOR plus 120 basis points, adjusted monthly. Once a year, or at the discretion of and at a date selected by HUD, the Borrower will be given the option of fixing the rate as determined by HUD (generally, Treasury Strip Coupon Bonds plus 100 basis points.)

(Term and payment clauses remain the same.)

Payments:

Principal and interest payments shall be due on the 10th day of each month.

Late Fee and Default Fee:

A late fee of five percent (5%) of any payment that is not paid within 5 days of the due date will be assessed. Following an event of default (as defined in the loan documents) the interest rate shall be four percent (4%) in excess of the rate herein provided, but in no event in excess of the maximum rate of interest permitted by the law.

Prepayment:

As long as the loan floats, there shall be no prepayment penalty. Should the Borrower choose to fix the rate, there shall be a defeasance payment as established by HUD.

Guarantor(s):

Unlimited, joint and several guaranties of Pedro W. and Nancy R. Tirado.

Security:

1. First lien on all receivables and inventory of Kiddie Haven Pre-School, Inc.
2. Corporate Guarantee of Kiddie Haven Pre-School, Inc.
3. A third lien on the property located at 2783 Gulfstream Road, Palm Springs, FL 33461.

(Clauses relating to late fee, default rate, prepayment, and events of default remain the same.)

General Conditions:

Events of Default: Standard for facilities of this type and as County counsel may require, including without limitation, payment and covenant default, material misrepresentations, bankruptcy, insolvency, etc., cross default to all other debt, death, reorganization, material judgments, material adverse change and the like.

Lien Rights: Borrower shall provide that a clear and uncontestable third lien is attainable on the mortgaged premises at 2783 Gulfstream Road, Palm Springs, Florida. In addition, the Borrower shall provide that a clear and uncontestable first



lien is attainable on the inventory and receivables. The Borrower shall deliver such certified lien searches, subordination agreements, lien terminations, title documents, title reports and other assurances to the satisfaction of the County and its counsel to ensure that the County has obtained the security position in the collateral as required herein.

(Clauses relating to representation and warranties, affirmative and negative covenants, financial covenants remain the same.)

Representations and Warranties: Borrower represents and warrants to the County, that it is a duly organized corporation, validly existing and in good standing under the laws of the State of Florida and that Borrower has full power and authority to execute this Commitment Letter and all related documents.

Affirmative and Negative Covenants: Borrower covenants and agrees with the County that while this Commitment is in effect, the Borrower shall comply with all covenants standard in a transaction of this nature.

Financial Covenants: Borrower covenants that all financial statements furnished by the Borrower to the County are complete and correct, have been prepared in accordance with generally accepted accounting principles consistently followed throughout the period indicated, and fairly present the financial condition of the Borrower as of the respective dates thereof and the results of its operations for the respective period covered.

Reporting Requirements: The Borrower and Guarantor(s) shall furnish the County IRS tax returns each year and other related information at such frequencies and in such detail as the County may request.

Other Conditions:

Assignment of Commitment: This Commitment may not be assigned without the prior written consent of the County.

Benefit of Commitment: This Commitment is for the benefit of the Borrower only and no third party shall have any interest in this Commitment.

Modification: The terms of this Commitment Letter may not be modified or waived in any way except as agreed in writing and signed by a duly authorized official of the County.

Brokerage: The Borrower has not engaged any broker for the issuance of this Commitment Letter. It is understood and agreed that the County shall be under no obligations for payment of any kind with respect to this Commitment Letter, and



that by Borrower's acceptance of this Commitment Borrower shall defend, indemnify and hold the County harmless from any claims by any other person or entity for any commissions, compensations or fee with respect to this Commitment Letter and the Loan, based upon Borrower's alleged acts.

U.S. Department of Housing and Urban Development: This Commitment is subject to any other conditions that the U.S. Department of Housing and Urban Development may require.

Legal Matters: All legal matters relating hereto shall be satisfactory to the County's counsel.

Creation of Jobs: The Borrower shall create 6 full time equivalent jobs, within five years, after the final disbursement of loan funds. The Borrower shall hire 51% of the new hires or 4 persons from the low and moderate income labor pool of the County of Palm Beach. The Borrower shall enter into a First Source Agreement with Workforce Alliance to meet the job goal. The Borrower shall make available to the County its hiring records and shall make such records available to the County for audit. In addition the County may also supply to the Borrower County Forms, to report its hiring efforts. After the Borrower has hired 6 new employees, the Borrower shall no longer be required to report to the County. Should the Borrower not cooperate with the County with its reporting requirements, such an event shall be considered an event of default under the loan. Under Section 3 of the Regulations, the borrower shall make a good faith effort to hire low and moderate income persons who reside in the County of Palm Beach.

Drawdown Schedule: Prior to the disbursement of funds, the Borrower shall provide to the County a copy of evidence of the fixed asset financing as outlined in the "Purpose" Section found above.

Conditions Precedent to Closing:

Documents: At the County's option, upon request, the Borrower shall deliver to the County a current copy of the following:

Corporate Documents: Filing Receipt, Articles or Certificate of Incorporation (with amendments), any By-laws, Certificate of Good Standing (or equivalent) and Corporate Resolution to borrow.

Closing Date:

Closing of the credit facility described herein shall occur no later than March 23, 2010. If, for any reason, the closing fails to occur on or prior to such date, this Commitment shall terminate, unless extended in writing by the County.



Fees:

The Borrower shall be responsible for all soft costs, legal fees and inspection fees associated with the closing. In addition, the Borrower shall pay the County a closing fee of 1.5% of the total loan amount and a master document fee of \$1,000.

The Borrower shall remit a \$100 non-refundable processing fee with this letter, made payable to Palm Beach County.

The County has made this Commitment based upon information supplied by the Borrower and the Guarantors to the County, and this Commitment is subject to the accuracy of all information, representations, exhibits or other materials submitted by the parties in connection with its request for financing hereunder. Any change prior to the consummation of the transaction described herein will, at the option of the County, void the obligation of the County under this Commitment. The Borrower must immediately notify the County of any such change. The County reserves the right to continue its credit investigation and to rescind this Commitment in the event of a substantial and/or significant change in the Borrower's financial condition, in which case, the County shall have no obligations under this Commitment.

The terms and conditions set forth herein are not exclusive and may be supplemented based upon the County's investigation, or as disclosure of the Borrower's circumstances so dictate. The terms of this Commitment shall survive the closing of the loan.

The Borrower shall also deliver or cause to be delivered such other documents, instruments, certifications and legal opinions as the County and its counsel may reasonably require, including without limitation, opinions of legal counsel regarding the authority of the Borrower and Guarantors to enter into this transaction and the legality, validity, and binding effect of all documents executed and delivered with respect thereto.



Closing Requirements:

This Commitment supersedes all prior dealings whether written or oral.

If you find this letter to be in accordance with your understanding of this transaction, kindly indicate such acceptance by signing and returning this letter to the address below no later than February 2, 2010 or the County, at its option, may cancel this Commitment.

Nancy Pineda 11/10

Borrower Signature Date

Sherry Howard

Economic Development
Office Director

[Signature]

Approved As to Form and
Legal Sufficiency
Assistant County Attorney

Return letter with the \$100 Processing Fee check to:
Economic Development Office
Attn: Claudia Lopez
301 North Olive Avenue, 10th Floor
West Palm Beach, FL 33401

THIS INSTRUMENT IS CERTIFIED TO BE
A TRUE AND CORRECT COPY OF THE ORIGINAL.

WHEN RECORDED MAIL TO:
Palm Beach County
Economic Development Office
P.O. Box 1989
301 N. Olive Avenue, 10th Floor
West Palm Beach, Florida 33402-1989
(561) 355-3624

GARDEN'S TITLE INC.

Patricia Carroll

MORTGAGE AND SECURITY AGREEMENT

(With Assignment of Leases and Rents)

Maximum Principal Indebtedness

Not To Exceed \$57,000.000

THIS MORTGAGE WITH ASSIGNMENT OF LEASES AND RENTS (hereinafter referred to as the "Agreement" or the "Mortgage") made as of May 12, 2010 by **KIDDIE HAVEN PRE-SCHOOL, INC.**, a Florida corporation, having a mailing address of 2783 Gulfstream Road, Palm Springs, Florida 33461 (the "Mortgagor" or the "Assignor" as the context so requires), in favor of **PALM BEACH COUNTY**, a political subdivision of the State of Florida, with an office at 301 N. Olive Avenue, 10th Floor, West Palm Beach, Florida 33401 (the "Mortgagee" or the "Assignee" as the context so requires).

WITNESSETH:

WHEREAS, Mortgagor is the owner in fee simple of certain real property located at 2783 Gulfstream Road, Palm Springs, Florida (the "Premises"), with Parcel Identification Number 70-43-44-18-00-000-7031, as more particularly described on Exhibit A attached hereto, and as improved on the date hereof;

WHEREAS, Mortgagor has applied to Mortgagee for a certain U.S. Department of Housing and Urban Development ("HUD") Section 108 loan in the principal amount of FIFTY SEVEN THOUSAND AND 00/100 DOLLARS (\$57,000.00) (the "Loan") and, in accordance with a certain Loan Agreement dated of even date herewith (the "Loan Agreement"), Mortgagor has executed and delivered a certain Section 108 Promissory Note of even date herewith, in the principal sum of FIFTY SEVEN THOUSAND AND 00/100 DOLLARS (\$57,000.00) made payable to the order of Mortgagee (the "Note"); and

WHEREAS, Mortgagor is required to execute and deliver this Mortgage as a covenant and condition to obtaining the loan.

NOW, THEREFORE, in order to secure the payment of an indebtedness in the principal sum of \$57,000.00, together with all interest thereon, and all other sums, advances, expenses and charges that may or shall become due hereunder or under the Note or any of the other

agreements between the Mortgagor and the Mortgagee relating to the Loan (the "Debt"), Mortgagor does hereby grant, assign, convey, mortgage and pledge to Mortgagee, its successors and assigns, the Premises, and all of Mortgagor's estate, right, title and interest therein;

TOGETHER with all right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the ways, easements, streets, alleys, passages, water, water courses, riparian rights, oil, gas and other mineral rights, gaps, gores, rights, hereditaments, liberties and privileges thereof, if any, and in any way appertaining to the Premises;

TOGETHER with all leases, rents, royalties, issues, proceeds and profits accruing and to accrue from the Premises as more particularly described in that certain Assignment of Leases and Rents dated of even date herewith (the "Assignment") from Mortgagor as Assignor to Mortgagee as Assignee;

TOGETHER with all right, title and interest of Mortgagor in and to all buildings and improvements of every kind and description now or hereafter erected or placed on the Premises including, without limitation, all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon by Mortgagor, all of which materials shall be deemed to be included within the Mortgaged Property (as hereinafter defined) immediately upon the delivery thereof to the Premises, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the Premises, including, without limitation, all furniture, apparatus, machinery, equipment, motors, elevators, fittings, radiators, furnaces, stoves, microwave ovens, awnings, shades, screens, blinds, office equipment, trash and garbage removal equipment, carpeting and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning, conveyor, security, sprinkler and other equipment, and all fixtures and appurtenances thereof; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to such improvements in any manner; it being intended that all the above-described property owned by Mortgagor and placed by Mortgagor on the Premises shall, so far as permitted by law, be deemed to be fixtures and a part of the realty, and security for the indebtedness of Mortgagor to Mortgagee hereinafter described and secured by this Mortgage, and as to the balance of the above-described property, this Mortgage is hereby deemed to be as well a Security Agreement for the purpose of creating hereby a security interest in such property, securing such indebtedness, for the benefit of Mortgagee; all of the property described in this paragraph is hereinafter sometimes collectively called the "Improvements";

TOGETHER with any and all warranty claims, maintenance contracts and other contract rights, instruments, documents, chattel papers and general intangibles with respect to or arising from the Premises, the Improvements and the balance of the Mortgaged Property, and all cash and non-cash proceeds and products thereof; and

TOGETHER with all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including without limitation the right to receive and apply the

proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Mortgaged Property; and

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Mortgaged Property for any taking by eminent domain, either permanent or temporary (a "Taking"), of all or any part of the Mortgaged Property or any easement or other appurtenance thereof, including severance and consequential damage and change in grade of streets (collectively, "Taking Proceeds"), and any and all refunds of impositions or other charges relating to the Mortgaged Property or the indebtedness secured by this Mortgage.

The property described above is hereafter called the "Premises" to the extent that such property is realty (the "Premises"), and the "Collateral" to the extent that such property is personalty (the "Collateral"). The Premises and the Collateral are hereafter collectively called the "Mortgaged Property" (the "Mortgaged Property").

TO HAVE AND TO HOLD, all and singular, the Mortgaged Property, whether now owned or held or hereafter acquired by Mortgagor, with the appurtenances thereunto belonging, unto Mortgagee, its successors and assigns, forever. Mortgagor does hereby warrant to Mortgagee, its successors and assigns, that Mortgagor has good and indefeasible estate in fee simple and is the sole owner of the Collateral, and has good right to mortgage, assign and grant a security interest in the Mortgaged Property in manner and form as above written; that title to the Mortgaged Property is free and clear of all defects, liens and encumbrances except for real estate taxes and assessments and rights of way of record and all existing leases approved by the Mortgagee in writing (the "Permitted Exceptions") and that Mortgagor will warrant and defend the Premises, with the appurtenances thereunto belonging, and the Collateral to Mortgagee, its successors and assigns, forever, against all liens, security interests, encumbrances, defects, claims and demands whatsoever.

Mortgagor has executed and delivered this Mortgage to secure the following:

(a) Payment of principal, interest and all other charges under the Note, as the same may be amended, extended, supplemented, modified and/or renewed, and all replacements and substitutions therefor, together with interest thereon at a rate or rates which may vary from time to time as specified in the Note, with principal and interest payable in accordance with the terms of the Note, and all accrued but unpaid interest and the entire unpaid principal amount being due and payable, in accordance with the terms of the Note;

(b) Payment of any and all amounts or charges required to be paid by Mortgagor pursuant to this Mortgage or any of the other Loan Documents (as hereinafter defined);

(c) Payment by Mortgagor to Mortgagee of all sums expended or advanced by Mortgagee pursuant to this Mortgage or any of the other Loan Documents;

(d) Payment of any and all amounts advanced by Mortgagee with respect to the Mortgaged Property for the payment of taxes, assessments, insurance premiums or costs incurred in the protection of the Mortgaged Property;

(e) Performance and observance of each covenant and agreement of Mortgagor contained herein or in any of the other Loan Documents; and

(f) Payment by Mortgagor to Mortgagee of any and all other liabilities and indebtedness of Mortgagor to Mortgagee, direct or contingent, now or hereafter owing by Mortgagor to Mortgagee, other than as provided in subparagraphs (a) through (e) above.

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee the principal, interest and all other charges under the Note on or before the date on which the outstanding principal balance of the Note is due and payable in full in accordance with the terms of the Note, and in the manner stipulated therein and herein, all without deduction or credit for taxes or other charges paid by Mortgagor, and if Mortgagor shall have kept, performed and observed all of the covenants and conditions contained in this Mortgage and all of the other Loan Documents, then this Mortgage shall cease, determine and be void, but otherwise shall remain in full force and effect.

Mortgagor further covenants and agrees as follows:

1. Payment of Indebtedness. Mortgagor shall pay promptly the indebtedness evidenced by the Note at the time and in the manner provided herein and in the Note, and all other sums and charges payable when due by Mortgagor and pursuant to the Note, this Mortgage and any of the other Loan Documents.

2. Tax and Insurance Escrows. Mortgagor shall timely pay all real estate taxes, general and special assessments and premiums for insurance required hereunder. Upon a default hereunder or under any of the Loan Documents, Mortgagee may require a deposit by Mortgagor of the sums described herein by notice to Mortgagor (i) for so long as a default in the obligations of Mortgagor or any other person under this Mortgage or any of the Loan Documents continues, or (ii) if Mortgagor fails to deliver to Mortgagee upon request therefor proof of payment of the sums described herein no later than five (5) days prior to the last day for payment of such sums without penalty or interest, such proof being in form satisfactory to Mortgagee in Mortgagee's sole and absolute discretion.

3. Protection Against Charges. Except for the Permitted Exceptions, Mortgagor shall keep the Mortgaged Property free from liens of every kind, except only for real estate taxes and general and special assessments which are not yet due and payable, and special taxes, if any, as provided in Paragraph 7 hereof, and shall pay, before delinquency and before any penalty for non-payment attaches thereto, all taxes, assessments, and other governmental or municipal or public dues, charges, fines or impositions which are or hereafter may be levied against the Mortgaged Property or any part thereof.

4. Insurance and Casualty Damage.

(a) Mortgagor shall keep, or cause to be kept, all of the following insurance policies with respect to the Mortgaged Property in companies, forms, amounts and coverage satisfactory to Mortgagee, containing waiver of subrogation and standard Florida mortgagee endorsements in favor of Mortgagee and providing for thirty (30) days' written notice to Mortgagee in advance of cancellation of said policies for non-payment of premiums or any other reason or for material modification of said policies, and ten (10) days' written notice to Mortgagee in advance of payment of any insurance claims under said policies to any person:

(i) Insurance against loss or damage by fire and such other hazards, casualties and contingencies (including, without, limitation, so-called all risk coverages) as Mortgagee reasonably may require, in an amount equal to the greater of (1) the Loan Amount, or (2) the replacement cost of the Mortgaged Property, with a replacement cost endorsement and in such amounts so as to avoid the operation of any coinsurance clause, for such periods and otherwise as Mortgagee reasonably may require from time to time.

(ii) Commercial general liability insurance, including, without limitation, so-called assumed and contractual liability coverage and claims for bodily injury, death or property damage, naming Mortgagee as an additional insured, in such amounts as Mortgagee reasonably may from time to time require.

(iii) Following completion of any Improvements, insurance against business interruption, rent loss or abatement of rent, covering payment of rent and like charges from the Mortgaged Property over a term of not less than twelve (12) months, in an amount at least equal to the aggregate annual amount payable from time to time under the Note.

(iv) If the Mortgaged Property is located in a flood hazard zone as designated pursuant to the Flood Disaster Protection Act of 1973, the Mortgagor will maintain flood insurance for the Loan Amount or the maximum amount of flood insurance satisfactory to Mortgagee.

Mortgagor shall deliver renewal certificates of all insurance required above, together with written evidence of full payment of the annual premiums therefor at least thirty (30) days prior to the expiration of the existing insurance. Any such insurance may be provided under so-called "blanket" policies, so long as the amounts and coverages thereunder will, in Mortgagee's sole judgment, provide protection equivalent to that provided under a single policy meeting the requirements hereinabove. All policies of insurance shall be issued by a financially sound and

generally recognized insurer lawfully doing business in the State of Florida and acceptable to Mortgagee having an A.M. Best Company rating of A-VIII or better. If at any time, Mortgagee is not in receipt of written evidence that all insurance required hereunder is in full force and effect, Mortgagee shall have the right with reasonable notice to Mortgagor to take such action as Mortgagee deems necessary to protect its interest in the Mortgaged Property, including without limitation, the obtaining of such insurance coverage as Mortgagee in Mortgagee's sole discretion deems appropriate, and all expenses incurred by Mortgagee in connection with such action or in obtaining such insurance and keeping it in effect shall be paid by Mortgagor to Mortgagee upon demand.

(b) Notice. In case of any material damage or destruction of the Mortgaged Property, or any part thereof, or any interest therein or right accruing thereto, Mortgagor shall promptly give to Mortgagee written notice generally describing the nature and extent of such damage or destruction which has resulted or which may result therefrom. Mortgagee may appear in any such proceedings and negotiations and Mortgagor shall promptly deliver to Mortgagee copies of all notices and pleadings in any such proceedings. Mortgagor will in good faith, file and prosecute all claims necessary for any award or payment resulting from such damage or destruction. All costs and expenses incurred by Mortgagee in exercising its rights under this section shall constitute indebtedness secured by this Mortgage.

(c) Application of Insurance Proceeds. Upon occurrence of any loss or damage to all or any portion of the Mortgaged Property resulting from fire, vandalism, malicious mischief or any other casualty or physical harm (a "Casualty"), Mortgagee may elect, subject to the provisions set forth below, to collect, retain and apply as a Loan prepayment all proceeds (the "Proceeds") of any insurance policies collected or claimed as a result of such Casualty after deduction of all expenses of collection and settlement, including attorney's and adjusters' fees and charges. Mortgagor hereby authorizes, Mortgagee, at Mortgagee's option, to collect, adjust and compromise any losses under any insurance with respect to the Mortgaged Property which is kept, or caused to be kept, by Mortgagor, and hereby irrevocably appoints Mortgagee as its attorney-in-fact, coupled with an interest, for such purposes. Any Proceeds remaining after payment in full of the Loan and all other sums due Mortgagee hereunder shall be paid by Mortgagee to Mortgagor without any allowance for interest thereon.

In the event such Proceeds as applied above, would not fully discharge the Loan, then Mortgagor shall deposit with Mortgagee cash, letters of credit, surety bonds or equivalent assurances of the availability of funds with which to pay for the restoration or rebuilding of the Mortgaged Property. Such letters of credit, surety bonds or equivalent assurances shall in all respects be in form, substance, execution and sufficiency acceptable to Mortgagee. Mortgagor shall promptly proceed with restoration of the Mortgaged Property resulting from any such Casualty.

If the Mortgagee shall receive and retain insurance proceeds, the lien of this Mortgage shall be reduced only by the amount thereof received and retained by Mortgagee and actually applied by Mortgagee in reduction of the Loan.

5. Maintenance of Improvements.

(a) Except for the construction or replacement of Improvements in the ordinary course of Mortgagor's business, none of the Improvements shall be structurally or otherwise materially altered, removed or demolished, nor shall any fixtures or any portion of the Collateral on, in or about the Premises be severed, removed, sold, mortgaged or otherwise encumbered, without the prior written consent of Mortgagee in each case; except, however, that Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage such Collateral as from time to time may become worn out or obsolete, provided that simultaneously with or prior to such removal, such Collateral shall be replaced with other new Collateral of like kind and quality, and by such removal, the Mortgagor shall be deemed to have subjected the replacement Collateral to the lien of this Mortgage. Any Improvements or any of the Collateral which are demolished or destroyed in whole or in part shall be replaced promptly by similar Improvements and articles of personal property of comparable quality, condition and value as those demolished or destroyed, thereupon becoming part of the Mortgaged Property free from any other lien or security interest or encumbrance on or reservation of title to such property. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof and shall keep and maintain (or cause to be kept and maintained) the same in good repair and condition. Mortgagor shall make (or cause to be made) all necessary and proper repairs and replacements so that all components of the Mortgaged Property will, at all times, be in good condition, fit and proper for the respective purposes for which they were erected or installed, other than for matters of health and safety prior to the demolition thereof.

(b) Mortgagor hereby grants to Mortgagee and its agents the right in their reasonable discretion, but Mortgagee shall have no obligation, to enter upon the Premises at any time for the purpose of inspecting and appraising the Mortgaged Property and conducting tests and surveys thereof. In the event that Mortgagor shall fail fully to comply with any of the requirements of this Paragraph 5, without prejudice to any other right or remedy that may be available to Mortgagee in such event, Mortgagee shall have the right to recover, as damages for such failure, an amount equivalent to the cost required to restore the Mortgaged Property to the condition hereby required.

(c) Mortgagor hereby covenants and agrees to comply with, and to cause all occupants of all or any portion of the Mortgaged Property to comply with, all applicable zoning, building, use and environmental restrictions and all laws, rules, statutes, ordinances, regulations, orders and requirements, including, without limitation, environmental matters and notices of violation of all governmental authorities having jurisdiction over the Mortgaged Property or the maintenance, use and operation thereof, and all applicable restrictions, agreements and requirements, whether or not of record (collectively, "Laws"). Mortgagor will deliver to Mortgagee within ten (10) days after receipt thereof any additional permits or renewals, issued and approved or disapproved with respect to the Mortgaged Property. Except to the extent resulting from Mortgagor's acts or omissions after taking possession of the Mortgaged Property,

Mortgagor hereby indemnifies Mortgagee and its officers, directors, shareholders, employees, agents and partners and their respective heirs, successors and assigns (collectively, "Indemnified Parties") and agrees to defend and hold the Indemnified Parties harmless from and against any and all claims, demands, loss, cost, damage, liability or expense incurred or suffered by the Indemnified Parties arising from any failure of the Mortgaged Property to comply with Laws, or from any failure of Mortgagor to obtain, maintain or renew, or to have obtained, maintained or renewed, any permit or approval required with respect to the Mortgaged Property. The foregoing indemnification and agreement shall survive the release of this Mortgage and the payment or other satisfaction of the indebtedness secured hereby.

Upon any default by the Mortgagor in satisfying its obligations under this paragraph 5 after thirty (30) days notice from Mortgagee, Mortgagee at its option may put the Mortgaged Property into reasonable condition and repair, and all sums paid by Mortgagee for such purposes shall, together with interest thereon, be added to the amount secured hereunder and be payable on demand, provided, however, if such default cannot reasonably be cured within said 30 day period, and Mortgagor promptly commences such cure within the 30 day period, then within such additional period during which Mortgagor diligently pursues and prosecutes such cure to completion, such default shall not be deemed to be an Event of Default and Mortgagee shall not have the option to put the Mortgaged Property into reasonable repair and condition. Mortgagor will not, without obtaining the prior written consent of the Mortgagee, initiate, join in or consent to any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting or defining the uses that may be made of the Mortgaged Property or any part thereof, except that Mortgagor may grant to tenants of the Premises exclusive use clauses in their respective leases.

6. Hazardous Materials and Wetlands.

(a) Without limiting the generality of any provision herein or in any of the Loan Documents, Mortgagor hereby represents and warrants to Mortgagee that neither Mortgagor nor, to the best knowledge and belief of Mortgagor, any previous owner or user of the Premises, has used, generated, stored or disposed of in violation of Environmental Law (as defined below) in, on, under, around or above the Premises, any Regulated Material (defined herein as flammable explosives, radioactive materials, solid waste, hazardous substances, hazardous waste, hazardous materials, asbestos containing materials, petroleum or any fraction thereof, pollutants, irritants, contaminants, toxic substances, or any other materials respectively defined as such in, or regulated by, any applicable Environmental Law (as hereinafter defined)), that, to the best knowledge and belief of Mortgagor, the Premises is not currently in violation of any Environmental Law (defined herein as any federal, state or local law, regulation or ordinance, as each may be validly interpreted and applied by the appropriate governmental entity, governing any Regulated Material for the protection of human health, safety or the environment, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 and the Emergency Planning and Community Right-to-Know Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the

Clean Air Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act and the Oil Pollution Act of 1990). Mortgagor shall keep and maintain, and shall cause all tenants and any other persons present on or occupying the Premises ("Tenants"), employees, agents, contractors and subcontractors of Mortgagor and Tenants, to keep and maintain the Premises, including, without limitation, the soil and ground water thereof, in compliance with, and not cause or knowingly permit the Premises, including the soil and ground water thereof, to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions thereon (including but not limited to any Environmental Law). Neither Mortgagor nor Tenants nor any employees, agents, contractors and subcontractors of Mortgagor or Tenants or any other persons occupying or present on the Premises shall (i) use, generate, manufacture, store or dispose of in violation of Environmental Law on, under or about the Premises or transport to or from the Premises any Regulated Material, except as such may be required to be used, stored, or transported in connection with the permitted uses of the Premises and then only to the extent permitted by law after obtaining all necessary permits and licenses therefor; or (ii) perform, cause to be performed or permit any fill activities or other acts which would in any way destroy, eliminate, alter, obstruct, interfere with, or otherwise affect any Wetlands, as defined in 33 C.F.R. Section 328.3 and in any comparable state and local law, statute, ordinances, rule or regulation ("Wetlands"), in violation of any federal, state or local laws, statutes, ordinances, rules or regulations pertaining to such Wetlands ("Wetlands Law").

(b) Mortgagor further represents and warrants to Mortgagee that to the best of its knowledge, except as may be disclosed in the Environmental Report:

(1) Underground storage tanks are not and have not been located on the Premises.

(2) All permits required under any applicable Environmental Law applicable to the Premises have been obtained and are in full force and effect.

(3) No event has occurred with respect to the Premises which, with the passage of time or the giving of notice, or both, would constitute a violation of any applicable Environmental Law or non-compliance with any Environmental Permit.

(4) There are no agreements, consent orders, decrees, judgments, license or permit conditions or other orders or directives of any federal, state or local court, governmental agency or authority relating to the past, present or future ownership, use, operation, sale, transfer or conveyance of the Premises which require any change in the present condition of the Premises or any work, repairs, construction, containment, clean up, investigations, studies, removal or other remedial action or capital expenditures with respect to the Premises.

(5) There are no actions, suits, claims or proceedings, pending or threatened, which could cause the incurrence of expenses or costs of any name or description or which seek money damages, injunctive relief, remedial action or any other remedy that arise out

of, relate to or result from (i) a violation or alleged violation with respect to the Premises or Mortgagor of any applicable Environmental Law or non-compliance or alleged non-compliance with any Environmental Permit, (ii) the presence of any Regulated Material or a Release or the threat of a Release of any Regulated Material on, at or from the Premises or any property adjacent to or within the immediate vicinity of the Premises or (iii) human exposure to any Regulated Material, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Premises or the ownership, use, operation, sale, transfer or conveyance thereof.

(c) Mortgagor shall immediately advise Mortgagee in writing of: (i) any notices (whether such notices are received from the Environmental Protection Agency, or any other federal, state or local governmental agency or regional office thereof) of violation or potential violation which are received by Mortgagor of any applicable federal, state or local laws, ordinances, or regulations relating to any Environmental Law or any Wetlands Law; (ii) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Mortgagor or the Mortgage Property pursuant to any Environmental Law or Wetlands Law; (iii) all claims made or threatened by any third party against Mortgagor or the Premises relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Environmental Law or Wetlands Law (the matters set forth in clauses (i), (ii) and (iii) above are hereinafter referred to as "Environmental or Wetlands Claims"); and (iv) discovery by Mortgagor of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be classified as in violation of any Environmental Law or Wetlands Law or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any Environmental Law or Wetlands Law.

(d) Mortgagee shall have the right but not the obligation to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Environmental or Wetlands Claims, and to have its reasonable attorneys' and consultants' fees in connection therewith paid by Mortgagor upon demand.

(e) Except to the extent resulting from Mortgagee's acts or omissions after taking possession of the Mortgaged Property, Mortgagor shall be solely responsible for, and each hereby jointly and severally indemnifies and agrees to defend and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns and any other person or entity claiming by, through, or under Mortgagee, from and against, any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence (whether prior to or during the term of the loan secured by this Mortgage) of Regulated Materials on, under or about the Premises (whether by Mortgagor or a predecessor in title or any Tenants, employees, agents, contractors or subcontractors of Mortgagor or any predecessor in title or any third persons at any time occupying or present on the Premises), including, without limitation: (i) all foreseeable consequential damages; (ii) the cost of any required or necessary repair, cleanup or detoxification

of the Premises, including the soil and ground water thereof, and the preparation and implementation of any closure, remedial or other required plans; (iii) damage to any Wetlands or natural resources; and (iv) all reasonable costs and expenses incurred by Mortgagee in connection with clauses (i), (ii), and (iii), including but not limited to reasonable attorneys' and consultants' fees; provided, however, that nothing contained in this paragraph shall be deemed to create or give any rights to any person other than Mortgagee and its successors and assigns, it being intended that there shall be no third party beneficiary of such provisions, or preclude Mortgagor from seeking indemnification from, or otherwise proceeding against, any third party including, without limitation, any tenant or predecessor in title to the Premises.

(f) Any costs or expenses reasonably incurred by Mortgagee for which Mortgagor is responsible or for which Mortgagor has indemnified Mortgagee shall be paid to Mortgagee on demand, and failing prompt reimbursement, shall earn interest at the default rate of interest set forth in the Loan Documents (the "Default Rate").

(g) Mortgagor shall take any and all remedial action in response to the presence of any Regulated Materials or Wetlands on, under, or about the Premises, required pursuant to any settlement agreement, consent decree or other governmental proceeding; furthermore, Mortgagor shall take such additional steps as may be necessary to preserve the value of Mortgagee's security under the Loan Documents.

(h) Upon Mortgagee's request, based upon a reasonable belief by Mortgagee of a change in the status of the Mortgaged Property concerning Regulated Material, Mortgagor shall retain, at Mortgagor's sole cost and expense, a licensed geologist, industrial hygienist or an environmental consultant (referred to hereinafter as the "Consultant") acceptable to Mortgagee to conduct a baseline investigation of the Premises for the presence of Regulated Materials or Wetlands ("Environmental Audit"). The Environmental Audit shall be performed in a manner reasonably calculated to discover the presence of Regulated Materials contamination or Wetlands; provided, however, such investigation shall be of a scope and intensity no greater than a baseline investigation conducted in accordance with the general standards of persons providing such services taking into consideration the known uses of the Premises and Premises in the vicinity of the Premises and any factors unique to the Premises. The Consultant shall concurrently deliver the results of its investigation in writing directly to Mortgagor and Mortgagee. Such results shall be kept confidential by both Mortgagor and Mortgagee unless legally compelled or required to disclose such results or disclosure is reasonably required in order to pursue rights or remedies provided herein or at law.

(i) If Mortgagor fails to pay for or obtain an Environmental Audit as provided for herein, Mortgagee may, but shall not be obligated to, obtain the Environmental Audit, whereupon Mortgagor shall immediately reimburse Mortgagee all its costs and expenses in so doing, together with interest on such sums at the Default Rate.

(j) Mortgagor covenants to reasonably cooperate with the Consultant and to allow entry and reasonable access to all portions of the Premises for the purpose of Consultant's investigation. Mortgagor covenants to comply, at its sole cost and expense, with all recommendations contained in the Environmental Audit reasonably required to bring the Premises into compliance with all Environmental Laws and Wetlands Laws, including any recommendation for additional testing and studies to detect the quantity and types of Regulated Materials or Wetlands present, if Mortgagee requires the implementation of the same.

7. Changes in Tax Laws. If at any time any governmental authority, whether federal, state or municipal, or any agency or subdivision of any of them, shall require Internal Revenue or other documentary stamps on the Note, this Mortgage or any of the other Loan Documents, or upon the passage of any law of the State of Florida deducting from the value of land for the purposes of real estate taxation the amount of any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for federal, state or local purposes, or the manner of the collection of any such taxes so as to impose, in any such event, a tax (other than a franchise or an income tax) upon or otherwise to substantially and adversely affect the value of this Mortgage, then all indebtedness secured hereby shall become due and payable at the election of Mortgagee thirty (30) days after the mailing of notice of such election to Mortgagor; provided, however, this Mortgage, the Note and the other Loan Documents shall be and remain in effect if Mortgagor lawfully may pay, and does in fact pay, when payable, for such stamps and taxes, including interest and penalties thereon, to or for Mortgagee. Mortgagor further agrees to deliver to Mortgagee, at any time, upon demand, such evidence as may be required by any government agency having jurisdiction in order to determine whether the obligation secured hereby is subject to or exempt from any such tax.

8. Indemnification for Costs. Mortgagor hereby indemnifies Mortgagee and agrees to defend and hold Mortgagee harmless from and against all costs, liabilities and expenses, including but not limited to reasonable attorneys' fees and expenses to the fullest extent not then prohibited by applicable law, and costs of any Environmental Audit, title search, continuation of abstract and preparation of survey, incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body, including an action to foreclose or to collect any indebtedness or obligation secured hereby, or incurred in connection with any extra-judicial collection procedure, in and to which Mortgagee may be or become a party by reason hereof, including, without limitation, any Taking, bankruptcy, probate and administration proceedings, as well as any other proceeding wherein proof of claims required to be filed by law or in which it becomes necessary to defend or uphold the terms of and the lien created by this Mortgage.

9. Taking.

(a) In the event all or any part of the Mortgaged Property shall be damaged or taken as a result of a Taking, either temporarily or permanently, Mortgagor shall assign, transfer and set over unto Mortgagee the Taking Proceeds or any claim for damages for any of the Premises taken or damaged under the power of eminent domain, and agrees that in the event the

whole or any part of the Premises is taken by eminent domain proceedings, then all sums awarded as damages for the Taking shall be applied in reduction of the indebtedness secured by this Mortgage, but without imposition of the prepayment premium to such application. Any and all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses to the fullest extent not then prohibited by applicable law, incurred by Mortgagee by reason of any condemnation, threatened condemnation or proceedings thereunder shall be secured hereby and Mortgagor shall reimburse Mortgagee therefor immediately, or Mortgagee shall have the right, at its option, to deduct such costs and expenses from any Taking Proceeds paid to Mortgagee hereunder. In the event that the Premises is wholly condemned, Mortgagee shall receive from Mortgagor and/or from the Taking Proceeds payment of the entire amount of the then outstanding indebtedness secured by this Mortgage.

(b) Subject to paragraph (a) of this Section, Mortgagor will immediately notify Mortgagee of the actual or threatened commencement of any Taking proceedings affecting all or any part of the Premises, including any easement therein or appurtenance thereof, including severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute and deliver to Mortgagee, from time to time upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments or other instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning the Taking Proceeds and all other awards and compensation heretofore and hereafter to be made to Mortgagor, including the assignment of any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof, for any Taking, either permanent or temporary, under any such proceedings. In the event of a Taking, Mortgagee shall not be limited to the rate of interest paid on the award by the condemning authority but shall be entitled to receive out of the Taking Proceeds interest on the entire unpaid principal sum under the Note and the other Loan Documents at the applicable rate(s) provided therein. Mortgagor hereby assigns to Mortgagee so much of the balance of the Taking Proceeds payable by the condemning authority as is required to pay such interest.

(c) Subject to paragraph (a) of this Section, Mortgagor hereby irrevocably authorizes and appoints Mortgagee its attorney-in-fact, coupled with an interest, to collect and receive any such Taking Proceeds from the authorities making the same, to appear in any proceeding therefor, to give receipts and acquittances therefor, and to apply the same to payment on account of the indebtedness secured hereby whether then matured or not. Mortgagor shall execute and deliver to Mortgagee on demand such assignments and other instruments as Mortgagee may require for such purposes.

10. Estoppel Certificate. Within ten (10) days after request by Mortgagee, Mortgagor shall furnish to Mortgagee a written statement, duly acknowledged, of the aggregate amount of indebtedness secured by this Mortgage, confirming (to the extent true) that no right of offset exists under the Loan Documents or otherwise, and stating either that no defenses exist against

the indebtedness secured hereby, or, if such defenses are alleged to exist, the nature thereof, and any other information which Mortgagee may reasonably request.

11. Title Warranty; Title Evidence. Mortgagor hereby confirms the warranties and representations as to title to the Mortgaged Property made in the granting clause of this Mortgage, and agrees to pay the costs of title evidence satisfactory to Mortgagee showing title to the Mortgaged Property to be as herein warranted. In the event of any subsequent change in title to the Mortgaged Property, other than a change expressly permitted by the Loan Documents, Mortgagor agrees to pay the cost of (i) an extension or endorsement to such title evidence showing such change in title, and (ii) changing any and all insurance and other records in connection with the servicing of the loan secured hereby made necessary by such change in title.

12. Mortgagee's Reliance. Mortgagee, in advancing any payment relating to taxes, assessments and other governmental or municipal charges, fines, impositions or liens asserted against the Mortgaged Property, shall have the right to do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy or validity thereof. Mortgagee shall have the right to make any such payment whenever Mortgagee, in its sole discretion, shall deem such payment to be necessary or desirable to protect the security intended to be created by this Mortgage. In connection with any such advance, Mortgagee, at its option, shall have the right to and is hereby authorized to obtain, at Mortgagor's sole cost and expense, a continuation report of title prepared by a title insurance company of Mortgagor's choice.

13. Default. Each of the following events shall be deemed to be an "Event of Default" hereunder:

(a) Mortgagor shall fail to make payment of any sum of money due and payable under this Mortgage within fifteen (15) days after the date such payment is due as herein provided, or of the indebtedness evidenced by the Note, or any sum of money due and payable under any of the other Loan Documents on the date when the same is due and payable or within any applicable grace period; or

(b) Mortgagor, or any guarantor, shall file a voluntary petition in bankruptcy or under any bankruptcy act or similar law, state or federal, whether now or hereafter existing, or make an assignment for the benefit of creditors or file an answer admitting insolvency or inability to pay its or their debts generally as they become due, or shall fail to obtain a vacation or stay of any such proceedings which are involuntary within sixty (60) days after the institution of such proceedings, as hereinafter provided; or

(c) Any plan of liquidation or reorganization is filed by or on behalf of Mortgagor, or any guarantor, or either in any bankruptcy, insolvency or other judicial proceeding, or a trustee or a receiver shall be appointed for the Mortgaged Property in any involuntary proceeding and such trustee or receiver shall not be discharged or such jurisdiction

relinquished, vacated or stayed on appeal or otherwise within sixty (60) days after the appointment thereof; or

(d) Failure of Mortgagor to commence, diligently pursue and/or complete actions as and when provided in Paragraphs 5 or 6 above; or

(e) Any sale or transfer of the Mortgaged Property in violation of Paragraph 21 of this Mortgage; or

(f) The occurrence of an involuntary transfer under subsection 29(d) of this Mortgage; or

(g) Any violation of the representations and warranties, or the filing of formal charges or commencement of proceedings as contemplated by Paragraph 34 of this Mortgage; or

(h) Default shall be made in the due observance or performance of any of the other covenants, agreements or conditions required to be kept, performed or observed by Mortgagor under this Mortgage, and such default is not cured within thirty (30) days after written notice thereof has been delivered to Mortgagor by Mortgagee; provided, however if such default cannot reasonably be cured within the thirty (30) day period, and Mortgagor promptly commences such cure within the thirty (30) day period, then within such additional period during which Mortgagor diligently pursues and prosecutes such cure to completion and so long as the value of the Mortgaged Property is not impaired; or

(i) Mortgagor ceases to exist; or

(j) Any guarantor dies.

If Default shall be made in the due observance or performance of any of the covenants, agreements or conditions required to be kept, performed or observed by Mortgagor or any other party under the Note, or any of the other Loan Documents, and such default is not cured within the applicable grace period, if any, expressly provided for therein; then and upon any such Event of Default, the entire amount of the indebtedness hereby secured, shall, at the option of Mortgagee, become immediately due and payable, without execution or other process and without further notice or demand, all of which are hereby expressly waived. Thereafter, the indebtedness hereby secured shall, at the option of Mortgagee, bear interest at the Default Rate (as defined in the Note), payable on demand. Acceleration of maturity, once claimed hereunder by Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgment to that effect by Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity, nor extend or affect the grace period, if any.

14. Rights and Remedies Upon Default: Upon the occurrence of any Event of Default hereunder, the Mortgagee may, at its option, exercise any one or more of the following rights and remedies:

(a) Right to Take Possession of Mortgaged Property. The Mortgagor agrees to surrender possession of the Mortgaged Property to the Mortgagee upon demand, and the Mortgagee shall thereupon have the right to enter and take possession of the Mortgaged Property, to lease the Premises, the Improvements, the Collateral, or any part thereof, to collect all Rents, rental insurance proceeds and business interruption insurance proceeds and to apply the same on account of the Loan, whether then matured or not, after payment of all proper costs, charges and expenses, including, but not limited to, (1) Taxes and other impositions, (2) any premiums for fire, public liability and other insurance coverage affecting the Premises, the Improvements, the Collateral or any part thereof and (3) any and all other costs, charges and expenses which it may be necessary or advisable for the Mortgagee to pay in the management, operation and maintenance of the Premises, the Improvements, the Collateral or any part thereof, including, but not limited to, the cost of making repairs, alterations, and tenant improvements, commissions for renting the Premises, the Improvements, the Collateral, or any part thereof and legal expenses incurred in enforcing claims, preparing papers or any other services that may be required, or otherwise as a court of competent jurisdiction may direct. After taking possession of the Mortgaged Property, the Mortgagee may dispossess, by summary proceedings or otherwise, any tenants, subtenants or occupants of the Land, the Improvements or any part thereof then or thereafter in default in the payment of any Rent, and the Mortgagor hereby irrevocably appoints the Mortgagee as the Mortgagee's agent and attorney-in-fact (which agency shall be deemed to be coupled with an interest), with full power of substitution, for such purpose. In the event that the Mortgagor is then an occupant of the Premises, the Improvements or any part thereof, Mortgagor agrees to surrender possession thereof to the Mortgagee upon demand, and if the Mortgagor remains in possession thereof after such demand, such possession shall be as tenant of the Mortgagee, and the Mortgagor agrees to pay monthly in advance to the Mortgagee such rent for the Premises, the Improvements or any part thereof so occupied as the Mortgagee may reasonably demand, and in default of so doing, the Mortgagor may also be dispossessed by summary proceedings or otherwise.

(b) Right to Foreclose Mortgage. The Mortgagee may foreclose this Mortgage and sell, if permitted by law, or petition to be sold, the Premises in one parcel or in such parcels, manner or order as a court of competent jurisdiction may direct. If permitted by law, Mortgagee may foreclose this Mortgage for any portion of the Debt or any other sums secured hereby which are then due and payable, subject to the continuing lien of this Mortgage for the balance of the Debt not then due. If any real property transfer tax or real property transfer gains tax shall be due and payable upon the conveyance of the Premises pursuant to a judicial sale in any action, suit or proceeding brought to foreclose this Mortgage or by deed in lieu of foreclosure, the Mortgagor will pay or cause the same to be paid. In the event that the Mortgagor fails to pay any such tax within twenty (20) days after notice and demand for payment is given by the Mortgagee, the Mortgagee is hereby authorized to pay the same, and any amount thereof so paid by the Mortgagee, together with all costs and expenses incurred by the Mortgagee in connection with such payment, including, but not limited to, reasonable attorneys' fees and disbursements, and interest on all such amounts, costs and expenses at the Default Interest Rate (as defined in the Note) shall be paid by the Mortgagor to the Mortgagee on demand. Until paid

by the Mortgagor, all such amounts, costs and expenses, together with interest thereon, shall be secured by this Mortgage and may be added to the judgment in any suit brought by the Mortgagee against the Mortgagor hereon.

(c) Right to Appointment of Receiver. In any action to foreclose this Mortgage, the Mortgagee shall be entitled, without notice, without regard to the adequacy of any security for the indebtedness secured hereby and without regard to the solvency of any person, firm or corporation who is or may become liable for the payment of all or any part of the Debt secured hereby, to have a receiver appointed with all the rights and powers permitted under the laws of the State of Florida. In addition, the receiver shall be entitled to take any and all action necessary or deemed advisable to lease the Mortgaged Property, including, without limitation, making reasonable improvements or tenant improvements and adding the cost of same to the Debt secured hereby. In the event that a receiver of the Mortgaged Property is appointed hereunder, such receiver shall also have and may enforce all of the rights and remedies of the Mortgagee under subparagraph (a) hereof.

(d) Additional Rights and Remedies. The rights and remedies of the Mortgagee hereunder shall be in addition to Mortgagee's rights and remedies under the laws of the State of Florida. Nothing contained in this Mortgage shall be construed as requiring the Mortgagee to pursue any particular right or remedy for the purpose of procuring the satisfaction of the obligations and Debt secured hereby, and the Mortgagee may exercise any or all of Mortgagee's rights and remedies under this Mortgage, the instruments evidencing the Debt, or otherwise provided by law, in Mortgagee's sole discretion. No failure of the Mortgagee to insist upon strict performance by the Mortgagor of any of Mortgagor's covenants or obligations under this Mortgage, the Note, the Loan Documents, and no delay by the Mortgagee in exercising any of Mortgagee's rights or remedies hereunder, thereunder or otherwise provided by law, shall be deemed to be a waiver of such covenants or obligations or to preclude the exercise of such rights or remedies, and the Mortgagee, notwithstanding any such failure or delay, shall have the right thereafter to insist upon the strict performance by the Mortgagor of any and all of its covenants and obligations under this Mortgage and the instruments evidencing the Debt, and to exercise any and all of its rights and remedies hereunder, thereunder or otherwise provided by law.

15. Right to Cure Defaults/Costs of Collection. If an Event of Default occurs, the Mortgagee may, at its discretion, remedy the same and for such purpose shall have the right to enter upon the Mortgaged Property or any portion thereof without thereby becoming liable to Mortgagor, any tenant or any other person in possession thereof holding under Mortgagor. If Mortgagee shall remedy such a default or appear in, defend, or bring any action or proceeding to protect Mortgagee's interest in the Mortgaged Property or to foreclose this Mortgage or collect the Debt, or take any other action of any kind to protect its interest in the Mortgaged Property or collect the Debt (including without limitation taking possession, monitoring, appointing a receiver, or collecting rents), the costs and expenses thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 15, shall be paid by Mortgagor to Mortgagee upon demand. All such costs and expenses incurred by Mortgagee in remedying such default or in appearing in, defending, or bringing any such action or proceeding,

or in taking any other action shall be paid by Mortgagor to Mortgagee upon demand, with interest at the Default Interest Rate for the period after notice from Mortgagee that such costs or expenses were incurred to the date of payment to Mortgagee. All such costs and expenses incurred by Mortgagee pursuant to the terms of this Mortgage, with interest, shall be secured by this Mortgage.

16. Late Payment Charge. If any portion of the Debt is not paid within fourteen (14) days after the date on which it is due, Mortgagor shall pay to Mortgagee upon demand a late payment charge of five percent (5 %) of such unpaid portion of the Debt or \$100.00, whichever is greater, to defray the expense incurred by Mortgagee in handling and processing such delinquent payment, and such amount shall be secured by this Mortgage.

17. Non-Waiver. The failure of Mortgagee to insist upon strict performance of any term of this Mortgage shall not be deemed to be a waiver of any term of this Mortgage. Mortgagor shall not be relieved of Mortgagor's obligation to pay the Debt at the time and in the manner required by reason of (a) failure of Mortgagee to comply with any request of Mortgagor to take any action to foreclose this Mortgage or otherwise enforce any of the provisions hereof or of the Note, this Mortgage or any other Loan Documents, (b) the release, regardless of consideration, of the whole or any part of the Mortgaged Property or any other security for the Debt, or (c) any agreement or stipulation between Mortgagee and any subsequent owner or owners of the Mortgaged Property or other person extending the time of payment or otherwise modifying or supplementing the Note, this Mortgage or any other Loan Documents, without first having obtained the consent of Mortgagor; and in the latter event, Mortgagor shall continue to be obligated to pay the Debt at the time and in the manner provided in the Note, this Mortgage or any other Loan Documents, as so extended, modified and supplemented, unless expressly released and discharged by Mortgagee. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien, encumbrance, right, title or interest in or to the Mortgaged Property, Mortgagee may release any person at any time liable for the payment of the Debt or any portion thereof or any part of the security held for the Debt and may extend the time of payment or otherwise modify the terms of any instrument evidencing the Debt and/or this Mortgage, including, without limitation, a modification of the interest rate payable on the principal balance on the Note without in any manner impairing or affecting this Mortgage or the lien thereof or the priority of this Mortgage, as so extended and modified, as security for the Debt over any such subordinate lien, encumbrance, right, title or interest. Mortgagee may resort for the payment of the Debt to any of the other Loan Documents in such order and manner as Mortgagee, in its discretion, may elect. Mortgagor's obligations shall not be impaired or altered by the taking of any other or additional security for or guarantee of the Debt or any part thereof, or by the failure to hold, protect, or realize upon any other additional security or guarantee, or by the release of same. Mortgagee may take action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Mortgagee thereafter to foreclose this Mortgage. Mortgagee shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every additional right and remedy now or hereafter afforded by law. The rights of Mortgagee under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others.

No act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

18. Waiver. Mortgagor shall not, and anyone claiming through or under Mortgagor shall not, set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the final and absolute sale of the Mortgaged Property, or the final and absolute placing into possession thereof, immediately after such sale, of the purchaser or purchasers thereof, and Mortgagor, for itself and all who may claim through or under it, waive, if and to the fullest extent not prohibited by applicable law, all benefits and protections under such appraisal, valuation, stay, extension and redemption laws.

19. Marshalling of Assets. Mortgagor hereby waives for itself and, to the fullest extent not prohibited by applicable law, for any subsequent lienor, any right to apply for an order, decree, judgment, or ruling requiring or providing for a marshalling of assets which would require Mortgagee to proceed against certain of the Mortgaged Property before proceeding against any of the other Mortgaged Property. Mortgagee shall have the right to proceed, in its sole discretion, against the Mortgaged Property in such order and in such portions as Mortgagee may determine, without regard to the adequacy of value or other liens on any such Mortgaged Property. No such action shall in any way be considered as a waiver of any of the rights, benefits, liens or security interests created hereby or by any of the Loan Documents.

20. Subrogation. If the indebtedness hereby secured or any part thereof, including any amounts advanced by Mortgagee, are used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Mortgaged Property or any part thereof, then Mortgagee shall be subrogated to such other liens or encumbrances and to any additional security held by the holder thereof and shall have the benefit of the priority of all of the same, whether or not any such lien, encumbrance or additional security is canceled of record upon such payment or advancement or otherwise, and in addition to the security afforded by this Mortgage and the other Loan Documents.

21. Sale or Transfer. Mortgagor, without the prior written consent of Mortgagee, shall not create, effect, consent to, attempt, contract for, agree to make, suffer or permit any conveyance, sale, assignments, transfer, lien, pledge, encumbrance, mortgage, security interest or alienation of all or any portion of, or any ownership or beneficial interest in, the Mortgaged Property or the Mortgagor, whether effected directly, indirectly, voluntarily, involuntarily, by operation of law or otherwise. If any of the foregoing shall occur without Mortgagee's prior written consent, then the same shall conclusively be deemed to increase the risk to Mortgagee and immediately constitute an Event of Default hereunder.

22. Mortgagee's Cost of Collection or Performance. If any action or proceeding is commenced by or against Mortgagee, including, without limitation, condemnation proceedings, proceedings involving the foreclosure of this Mortgage or of any other liens or encumbrances, the enforcement or interpretation of contracts, leases or other documents relating to the

Mortgaged Property, or any other proceeding of any nature, legal or otherwise, affecting the Mortgaged Property or any part thereof, or the title thereto, or the validity or priority of the lien of this Mortgage, Mortgagee shall have the right to appear, defend, prosecute, retain counsel, and take such action as Mortgagee shall determine. In addition, upon an Event of Default hereunder, Mortgagee is authorized, but not obligated, to discharge Mortgagor's obligations hereunder. Mortgagor shall pay to Mortgagee, promptly upon demand, all costs, including, without limitation, "late charges" payable under the Note, out-of-pocket expenses and attorneys' fees and expenses, to the fullest extent not prohibited by applicable law, and the costs of any environmental examination and analysis, title examination, supplemental examination of title or title insurance, that may be incurred by Mortgagee in connection with any proceedings affecting the Mortgaged Property, or any part thereof, to cause the enforcement of the covenants or agreements of Mortgagor contained herein or in any of the other Loan Documents, or with or without the institution of an action or proceeding, or that may otherwise be incurred by Mortgagee in the performance of any other action by Mortgagee authorized by this Mortgage. All such costs, expenses and attorneys' fees and expenses, and any other moneys advanced by Mortgagee to protect the Mortgaged Property shall, to the fullest extent not prohibited by applicable law, bear interest from the date of payment thereof at the Default Rate until repaid by Mortgagor, and shall be repaid by Mortgagor to Mortgagee immediately upon demand. Notwithstanding that the indebtedness secured hereby shall not have been declared due and payable upon any Event of Default, Mortgagor hereby agrees that if an Event of Default has occurred, pursuant to the terms hereof, Mortgagee shall be entitled to receive interest thereon at the Default Rate, to be computed from the due date through actual receipt and collection of the amount then in default. The preceding sentence shall not be construed as an agreement or privilege to extend the time for performance of any obligation under the Mortgage or any of the other Loan Documents, nor as a waiver of any other right or remedy accruing to Mortgagee by reason of any such default.

23. Partial Release. Mortgagee, without notice, and without regard to any consideration paid therefor, and notwithstanding the existence at the time of any inferior liens thereon, shall have the right to release (a) any part of the security for the indebtedness secured hereby, including, without limitation, the interest under this Mortgage in and to any of the Mortgaged Property, or (b) any person liable for any indebtedness secured hereby, without affecting the priority of any part of the security and the obligations of any person not expressly released, and shall have the right to agree with any party remaining liable for such indebtedness or having any interest therein to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not in any way release or impair the lien hereof, but shall extend the lien hereof as against all parties having any interest in such security.

24. Non-Waiver. In the event Mortgagee (a) releases, as aforesaid, any part of such security or any person liable for any indebtedness secured hereby; (b) grants an extension of time for any payments of the indebtedness secured hereby; (c) takes other or additional security for the payment thereof; (d) accepts partial payments; or (e) otherwise exercises or waives or fails to exercise any right granted herein or in any of the other Loan Documents, no such act or omission shall constitute a waiver of any default, or extend or affect the grace period, if any, release

Mortgagor, subsequent owners of the Mortgaged Property or any part thereof, or makers or guarantors of the Note, this Mortgage, or any of the other Loan Documents, or preclude Mortgagee from exercising any right, power or privilege herein granted or intended to be granted for any Event of Default.

25. No Merger of Estates. There shall be no merger of the lien, security interest or other estate or interest created by this Mortgage with the fee estate in the Mortgaged Property by reason that any such interest created by this Mortgage may be held, directly or indirectly, by or for the account of any person who shall own the fee estate or any other interest in the Mortgaged Property. No such merger shall occur unless and until all persons at the time having such concurrent interests shall join in a written instrument effecting such merger, and such instrument shall be duly recorded.

26. Further Assurances. Upon request of Mortgagee, Mortgagor shall execute, acknowledge and deliver to Mortgagee, in form satisfactory to Mortgagee, financing statements covering as Collateral any personal property and fixtures owned by the Mortgagor, now or hereafter located on the Mortgaged Property, which, in the sole opinion of Mortgagee, is essential to the operation of any of the Mortgaged Property, and any supplemental mortgage, security agreement, financing statement, assignment of leases, rents, income and profits from the Mortgaged Property, affidavit, continuation statement or certification as Mortgagee may request in order to protect, preserve, maintain, continue and extend the lien and security interest hereunder or the priority hereof. Mortgagor hereby irrevocably appoints Mortgagee its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at its option, to execute, acknowledge and deliver on behalf of Mortgagor, its successors and assigns, any such documents if Mortgagor shall fail so to do within five (5) days after request by Mortgagee. Mortgagor shall pay to Mortgagee on demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording and filing of any such documents.

27. Application of Proceeds. Prior to the last scheduled payment under the Note which includes the payment of all outstanding principal, all payments made by Mortgagor under the Note, this Mortgage or any of the other Loan Documents and received by Mortgagee shall be applied by Mortgagee against interest on the indebtedness secured hereby until the occurrence of an Event of Default after which such payments shall be applied by Mortgagee to the following items and in such order as Mortgagee may determine in its sole discretion: (a) advances by Mortgagee for payment of taxes, assessments, insurance premiums and other costs and expenses, as set forth in this Mortgage, the Note or any of the other Loan Documents; (b) any amounts which may be overdue under the Note, this Mortgage or any of the other Loan Documents; (c) interest on the indebtedness secured hereby; and (d) outstanding principal under the Note.

28. Mortgagee's Subordination Right. In accordance with a certain Authorization for Debenture Guarantee (SBA 504 Loan # 34338950-10) approved by the U.S. Small Business Administration ("SBA") on May 22, 2009, authorizing a SBA 504 loan from the Florida Business Development Corporation (the "CDC") to Borrower in the principal amount of Two

Hundred Ten Thousand and 00/100 Dollars (\$210,000.00) (the "SBA 504 Loan"), this Mortgage is hereby made specifically subordinate to: (i) that certain first mortgage lien on the Mortgaged Premises held by Regions Bank, the Third Party Lender to the SBA 504 Loan, dated June 12, 2009 and recorded in Official Records Book 23309, page 175 of the Public Records of Palm Beach County, Florida, in the original principal amount of Three Hundred Ninety Eight Thousand and 00/100 Dollars (\$398,000.00) (the "Permanent Third Party Lender Loan"); and (ii) that certain second mortgage lien on the Mortgage Premises held by Regions Bank, the Interim Lender to the SBA 504 Loan, dated June 12, 2009 and recorded in Official Records Book 23309, page 192 of the Public Records of Palm Beach County, Florida, in the original principal amount of Two Hundred Ten Thousand and 00/100 Dollars (\$210,000.00) (the "Interim Lender Loan," together with the Permanent Third Party Lender Loan, the "Permitted Liens"). Furthermore, it is hereby acknowledged and agreed to by the parties that this Mortgage shall be subordinate to a mortgage lien on the Mortgaged Premises in favor of the CDC upon the closing of the SBA 504 Loan, and the satisfaction of the Interim Lender Loan.

29. UCC Security Agreement. This Mortgage is hereby deemed to be as well a Security Agreement and creates a security interest in and to the Collateral securing the indebtedness secured by this Mortgage. Without derogating any of the provisions of this instrument, Mortgagor to the extent permitted by law hereby:

(a) grants to Mortgagee a security interest in and to all Collateral, including without limitation the items referred to above, together with all additions, accessions and substitutions and all similar property hereafter acquired and used or obtained for use on or in connection with the Mortgaged Property. The proceeds of the Collateral are intended to be secured hereby; however, such intent shall never constitute an expressed or implied consent on the part of Mortgagee to the sale of any or all Collateral;

(b) agrees that the security interest hereby granted shall secure the payment of the indebtedness specifically described herein together with payment of any future debt or advancement owing by Mortgagor to Mortgagee with respect to the Mortgaged Property;

(c) except as otherwise provided herein, agrees not to remove from the Mortgaged Property, sell, convey, mortgage or grant a security interest in, or otherwise dispose of or encumber, any of the Collateral or any of the Mortgagor's right, title or interest therein, without first obtaining Mortgagee's written consent; Mortgagee shall have the right, at its sole option, to require Mortgagor to apply the proceeds from the disposition of Collateral in reduction of the indebtedness secured hereby;

(d) agrees that if Mortgagor's rights in the Collateral are voluntarily or involuntarily transferred, whether by sale, creation of a security interest, attachment, levy, garnishment or other judicial process, without the prior written consent of Mortgagee, such transfer shall constitute an Event of Default hereunder;

(e) agrees that upon or after the occurrence of any Event of Default, Mortgagee shall have all rights and remedies contemplated hereunder, including, without limitation, the right to take possession of the Collateral, and for this purpose Mortgagee shall have the right to enter upon any premises on which any or all of the Collateral is situated without being deemed guilty of trespass and without liability for damages thereby occasioned, and take possession of and operate the Collateral or remove it therefrom. Mortgagee shall have the further right, as Mortgagee may determine, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition, and to sell at public or private sale or otherwise dispose of, lease or utilize the Collateral and any part thereof in any manner authorized or permitted by law and to apply the proceeds thereof toward payment of any costs and expenses incurred by Mortgagee including, to the fullest extent not prohibited by applicable law, attorneys' fees and expenses, and toward payment of the indebtedness secured hereby, in such order and manner as Mortgagee may determine. To the fullest extent not prohibited by applicable law, Mortgagor expressly waives any notice of sale or other disposition of the Collateral and any other rights or remedies of a debtor or formalities prescribed by law relative to a sale or disposition of the Collateral or to exercise any other right or remedy existing after an Event of Default. To the extent any notice is required and cannot be waived, Mortgagor agrees that if such notice is deposited for mailing, postage prepaid, certified or registered mail, to the owner of record of the Mortgaged Property, directed to the such owner at the last address actually furnished to Mortgagee at least five (5) days before the time of sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirements for giving of such notice; and

(f) authorizes Mortgagee to file without the Mortgagor's signature, in the jurisdiction where this agreement will be given effect, financing statements covering the Collateral and the proceeds of the Collateral. To the extent permitted by law, a carbon, photographic or other reproduction of this instrument or any financing statement executed in accordance herewith shall be sufficient as a financing statement.

30. Management. Mortgagee shall have the right to give or withhold its prior consent to any contract or other arrangement for the management of all or any part of the Mortgaged Property. Mortgagee shall have the right, exercisable at its option upon an Event of Default or an event which, with the passage of time, the giving of notice, or both, would constitute an Event of Default, to terminate the rights of any party engaged to manage the Mortgaged Property and any and all other agreements or contracts relating to the operation or management of the Mortgaged Property, if, in Mortgagee's sole discretion, the management and/or operation of the Mortgaged Property is unsatisfactory.

31. Notices. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (i) if hand delivered, effective upon receipt, or (ii) if delivered by overnight courier service, effective on the day of receipt or refusal to accept receipt, as the case may be, (iii) if mailed by United States registered or certified mail, postage prepaid, return

receipt requested, effective two (2) business days after deposit in the United States mails addressed as follows:

If to Mortgagor:

Kiddie Haven Pre-School, Inc.
2763 Gulfstream Road
Palm Springs, Florida 33461

If to Mortgagee:

Palm Beach County, Florida
c/o County Attorney's Office
301 N. Olive Avenue, Suite 610
West Palm Beach, FL 33401
Attn: Dawn S. Wynn, Esq

or at such other address or to such other addressee as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

32. Loan Documents. The term "Loan Documents" as used herein collectively refers to (a) the Note, (b) this Mortgage, (c) the Loan Agreement, (d) the Guaranty Agreement, (e) all Uniform Commercial Code Financing Statements delivered by Mortgagor, as debtor, in favor of Mortgagee, as secured party, in connection with the Mortgaged Property, and (f) any and all other documents and/or agreements evidencing, securing or relating to the loan contemplated by the Loan Agreement.

33. Survival and Conflicts. In the event of any inconsistency or conflict between any provisions of the Loan Documents and the U.S. Department of Housing and Urban Development documents evidencing the source of funds to Mortgagee (the "HUD Documents"), the provisions of the HUD Documents shall prevail and apply.

34. Anti-Forfeiture. Mortgagor hereby further expressly represents and warrants to Mortgagee that to the best of Mortgagor's knowledge there has not been committed by Mortgagor or any other person involved with the Mortgaged Property or the Mortgagor any act or omission affording the federal government or any state or local government the right and/or remedy of forfeiture as against the Mortgaged Property or any part thereof or any monies paid in performance of its obligations under the Note or under any of the other Loan Documents, and Mortgagor hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right and/or remedy of forfeiture. In furtherance thereof, Mortgagor hereby indemnifies Mortgagee and agrees to defend and hold Mortgagee harmless from and against any loss, damage or other injury, including without limitation, attorneys' fees and expenses, to the fullest extent not prohibited by applicable law, and all other costs and expenses

incurred by Mortgagee in preserving its lien, security interest and other rights and interests in the Mortgaged Property and any additional collateral under any of the Loan Documents in any proceeding or other governmental action asserting forfeiture thereof, by reason of, or in any manner resulting from, the breach of the covenants and agreements or the warranties and representations set forth in the preceding sentence. Without limiting the generality of the foregoing, the filing of formal charges or the commencement of proceedings against Mortgagor, Mortgagee, any guarantor, any additional collateral under any of the Loan Documents or all or any part of the Mortgaged Property under any federal or state law in respect of which forfeiture of the Mortgaged Property or any part thereof or of any monies paid in performance of Mortgagor's obligations under the Loan Documents is a potential result shall, at the election of the Mortgagee in its absolute discretion, constitute an Event of Default hereunder without notice or opportunity to cure.

35. Assignment of Leases and Rents.

(a) **Waiver Until Default:** Unless and until a default shall have occurred under the Note, or in connection with any other instrument given by the Assignor to the Assignee to evidence and/or collateralize the Debt, or unless otherwise expressly agreed in writing, Assignor shall be entitled to receive, collect and enjoy the rents, issues and profits of the Mortgaged Premises and to exercise all of the rights of landlord, provided, however, that from and after the time of such an event of default and during the continuation thereof, Assignee shall, without application for the appointment of a receiver or other process of law, become immediately entitled to enter upon the Premises, to receive, collect and enjoy the rents, issues and profits due or to become due from the Premises and to exercise the rights hereinafter granted.

(b) **Collection of Rents:** Subject to paragraph 35(a) above, the Assignee shall have the power and authority:

(i) to enter upon and take possession of the Premises and to demand, collect and receive from the tenants or other occupants now or at any time hereafter in possession of the Premises or of any part thereof, rents now due or to become due;

(ii) to endorse the name of the Assignor or of any subsequent owner of the Premises on any checks, notes or other instruments for the payment of money, to deposit the same in bank accounts, and to give any and all acquittances or any other instrument in relation thereto in the name of the Assignor or in the name of the Assignee;

(iii) to institute, prosecute, settle, or compromise any summary or legal proceedings for the recovery of such rents, profits, or for the recovery, in whole or in part of the Premises, either in its name or in the name of the Assignor;

(iv) to institute, prosecute, settle or compromise any other proceedings for the protection of the Premises, for the recovery of any damage to the Premises, or for the abatement of any nuisance thereon, either in its name or in the name of the Assignor; and

(v) to defend against any legal proceedings brought against the Assignor or against the then owners of the Premises arising out of the operation of the Premises.

(c) **Authority to Lease and Manage:** Subject to paragraph 35(a) above, the Assignee shall have the power and authority:

(i) to lease, rent, and manage the Premises, or any part thereof;

(ii) to employ an agent to lease, rent and manage the Premises whose compensation shall be paid out of the gross rents collected;

(iii) to make any changes or improvements deemed necessary or expedient for the leasing or the renting of the Premises;

(iv) to keep and maintain the Premises in good condition;

(v) to purchase all equipment or supplies necessary or desirable in the operation and maintenance of the Premises;

(vi) to pay for all utilities, maintenance, repairs, and other items relating to operating the Premises;

(vii) to pay taxes, assessments, water and sewer rates, and meter charges due and unpaid or which may be due and payable;

(viii) to pay the indebtedness herein described;

(ix) to pay the premiums on all policies of insurance covering the Premises;

(x) to comply with orders of any governmental departments having jurisdiction over the Premises;

(xi) to remove any mechanics' liens, security interest, or other liens against the Premises; and

(xii) in general, to pay all charges and expenses in the operation of the Premises.

(d) **Appointment of Attorney in Fact:** Subject to paragraph 35(a) above, the Assignor shall execute such documents as Assignee may require Assignor to execute in order to effectuate the purposes of this Agreement, including, but not limited to, the execution of letters to all tenants advising them to forward all rents and income payments to Assignee (or the Assignee's designee), and Assignor further appoints Assignee as its attorney-in-fact, and authorizes it to execute, issue and deliver any notices or documents on behalf of Assignor to the tenants or occupants of the Premises or otherwise in order to effectuate the purposes of the assignment hereinabove set forth.

(e) **Payment of Expenses:** Subject to paragraph 35(a) above, the Assignee shall have the authority to pay the cost of all the matters herein mentioned out of the rents and other revenues received from the Premises and the cost of any such expenditures and of any payment which may be made by the Assignee under any of the provisions of this Agreement, shall be deemed secured by the Mortgage herein made and provided or other mortgages held by Assignee against the Premises and/or other real property of the Mortgagor and such costs may be retained by the Assignee out of the rents of the Premises.

(f) **Liability of Assignee:** The Assignee shall in no way be liable for any act done or any thing omitted by it in furtherance of or arising under this Agreement. Nothing herein contained shall be construed to prejudice any right the Assignee may now have, or which may arise in the future by reason of the default of the Assignor:

(i) to institute or to prosecute any proceedings to foreclose the Mortgage herein made and provided, or any other mortgages held by Assignee against the Premises and/or other real property of the Mortgagor; or

(ii) to enforce any lien of the Assignee on any other collateral given by the Assignor to secure repayment of the Debt or given by the Assignor to secure any other obligation of the Assignor with the Assignee.

(g) **Transfer of Leases:** Subject to paragraph 35(a) above, the Assignor hereby assigns, transfers, and sets over to the Assignee all leases and sub-leases made to the various tenants in the Improvements, and all of Assignor's right, title and interest therein as collateral for the Debt. In connection with such assignment Assignor hereby authorizes and empowers Assignee to continue present leases, or to lease any one or more apartments, offices or rental space therein upon such terms and conditions as the Assignee may deem just and proper, and, if necessary, to execute, acknowledge and deliver any and all instruments in writing necessary to effectuate the purpose of this Agreement. The Assignee shall have full power and authority to do and perform all acts or things necessary to be done in and about the Premises, as fully and to all intents and purposes as the Assignor might or could do if present, with full power of substitution and revocation, hereby ratifying and confirming all that the Assignee shall lawfully do or cause to be done by virtue hereof.

(h) **Modification of Leases:** The Assignor hereby agrees that it will not cancel, modify or surrender any lease with a term in excess of one year now existing in respect to any portion of the Real Estate, nor reduce any rents, or change, modify or waive any existing lease, nor accept any prepayment of rent in excess of one month without providing Assignee with written notice thereof.

(i) **Failure to Repair:** It is understood and agreed that the Assignee shall in no way be responsible or liable for any failure or refusal to make repairs to the Premises. The Assignee shall in no way be responsible personally for any debt incurred in respect to the Premises.

(j) **Rights of Assignee in Collateral:** It is understood and agreed by the parties that this Assignment shall in no manner prejudice the Assignee or estop the Assignee in any way in the exercise of its rights as Mortgagee under the Mortgage herein made and provided, as the plaintiff in any foreclosure action, or in connection with the exercise of its rights in any other collateral which may now or hereafter be held by the Assignee to secure the Debt or which may otherwise be held by the Assignee. This Assignment shall at all times be subject to the exercise of any of such rights which the Assignee may have through any proceedings which the Assignee may be entitled to take in connection with the Premises or other collateral.

36. **Miscellaneous.** The Mortgaged Property is located in the State of Florida, and this Mortgage and the rights and indebtedness secured hereby shall, without regard to the place of contract or payment, be construed and enforced according to the laws of Florida. Nothing herein contained nor any transaction related hereto shall be construed or so operate as to require Borrower or Mortgagor to do any act contrary to law, and if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage, in whole or in part, or any of the Borrower or Mortgagor's obligations hereunder, such clauses and provisions only shall be held void and of no force or effect as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect. All of the obligations, rights and covenants herein contained shall run with the land, and shall bind and inure to the benefit of Borrower and Mortgagor, its successors and permitted assigns, and Mortgagee and any subsequent holder of the Note. Whenever used, the singular number shall include the plural and the plural numbers shall include the singular, and the use of any gender shall include all genders, all as the context may reasonably require.

MORTGAGOR AND BORROWER HEREBY, AND MORTGAGEE BY ITS ACCEPTANCE HEREOF, EACH WAIVES THE RIGHT OF A JURY TRIAL IN EACH AND EVERY ACTION ON THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS, IT BEING ACKNOWLEDGED AND AGREED THAT ANY ISSUES OF FACT IN ANY SUCH ACTION ARE MORE APPROPRIATELY DETERMINED BY A JUDGE SITTING WITHOUT A JURY; FURTHER, MORTGAGOR AND BORROWER HEREBY CONSENTS AND SUBJECTS ITSELF TO THE JURISDICTION OF COURTS OF THE STATE OF FLORIDA AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO

THE VENUE OF SUCH COURTS IN THE COUNTY IN WHICH THE MORTGAGED PROPERTY IS LOCATED.

37. Offsets, Counterclaims and Defenses. Any assignee of this Mortgage, the Note or any other Loan Document shall take the same free and clear of all offsets, counterclaims or defenses of any nature whatsoever which Mortgagor may have against any assignor of this Mortgage, the Note or any other Loan Document and the Debt, other than as required by law, and no such offset, counterclaim or defense shall be interposed or asserted by Mortgagor in any action or proceeding brought by any such assignee upon this Mortgage, the Note or any other Loan Document and/or the Debt and any such right to interpose or assert any such offset, counterclaim or defense in any such action or proceeding is hereby expressly waived by Mortgagor to the extent Mortgagor may bring a separate action for such offset, counter claim or defense.

38. Prepayment After Event of Default. If an Event of Default shall occur under this Mortgage and if by reason thereof Mortgagee elects to declare the entire principal balance hereof to be immediately due and payable, or if an action is commenced for the foreclosure of this Mortgage, then in such event the prepayment consideration in the Note provided for shall become due and payable on the date of such election in the same manner as though Mortgagor had exercised such right of prepayment as herein set forth. If any such event occurs prior to the earliest date upon which Mortgagor has a right of prepayment, then in such event the prepayment consideration applicable upon the earliest date on which Mortgagor had such right of prepayment shall apply and Mortgagor also shall pay to Mortgagee a sum equal to interest which would have accrued on the principal balance of the Debt at the rate specified in the Note from the date of payment to the end of the period during which prepayment is prohibited. The amount of such prepayment consideration computed on the principal balance as of the date aforesaid, shall be added to and secured by this Mortgage and shall be recoverable by the Mortgagee in the same manner as the principal balance hereof and in addition thereto, in any action brought for the foreclosure of this Mortgage.

PROVIDED, THAT THE CONDITION OF THIS MORTGAGE IS SUCH that if Mortgagor shall pay all of the indebtedness secured hereby, then thereupon this Mortgage shall be released of record by Mortgagee, at the cost and expense of Mortgagor, and thereafter the Mortgage shall be void. The foregoing shall not affect the covenants, agreements, indemnifications and warranties in this Mortgage which expressly survive the release hereof, which shall remain in full force and effect.

40. Patriot Act. Mortgagor hereby represents and warrants to Mortgagee that neither Mortgagor nor any of its officers, directors, shareholders, partners, members or affiliates (including the indirect holders of equity interests in Mortgagor) is or will be an entity or person: (1) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 (AEO13224:); (ii) whose name appears on the United States Treasury Department=s Office of Foreign Assets Control (AOFAC@) most current list of ASpecifically Designated National and Blocked Persons@ (which list may be published from

time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pcf>; (iii) who commits, threatens to commit or supports "terrorism", as is defined in EO 13223; or (iv) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in clauses (i)-(iv) above are herein referred to as AProhibited Persons@). Mortgagor covenants and agrees that neither Mortgagor nor any of its officers, directors, shareholders, partners, members or affiliates (including the indirect holders of equity interests in Mortgagor) will: (i) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person; or (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO 13224. Mortgagor further covenants and agrees to deliver (from time to time) to Mortgagee any such certification or other evidence as may be requested by Mortgagee in its sole and absolute discretion, confirming that: (i) neither Mortgagor nor its officers, directors, shareholders, partners, members or affiliates (including the indirect holders of equity interests in Mortgagor) is a Prohibited Person; and (ii) neither Mortgagor nor its officers, directors, shareholders, partners, members or affiliates (including the indirect holders of equity interests in Mortgagor) has engaged in any business, transaction or dealings with a Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Mortgage and Security Agreement with Assignment of Leases and Rents to be duly executed and delivered as of the date first above written.

Signed, sealed and delivered in the presence of:

MORTGAGOR:

KIDDIE HAVEN PRE-SCHOOL, INC., a Florida corporation

June White
Witness **June White**

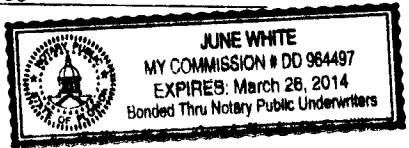
By: Nancy R. Tirado
Nancy R. Tirado, President

Patricia Caswell
Witness **Patricia Caswell**

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

On the 12th day of May, in the year 2010, before me, the undersigned, personally appeared NANCY R. TIRADO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

June White
Notary Public



MORTGAGEE:

PALM BEACH COUNTY, FLORIDA, a political
subdivision of the State of Florida
By: Its Board of County Commissioners

Signed, sealed and delivered
in the presence of:

Claudia Liper
Witness

By: Robert Weisman
Robert Weisman, County Administrator

**Approved as to Form and
Legal Sufficiency:**

By: Dawn S. Wynn, Esq.
Senior Assistant County Attorney

Approved as to Terms and Conditions:

By: Sherry Howard
Sherry Howard
Economic Development Director

EXHIBIT "A"

LEGAL DESCRIPTION

The South 188 feet of the North 325 feet of the West 230 feet of the East 260 feet of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼), in Section 18, Township 44 South, Range 43 East, situate, lying and being in Palm Beach County, Florida.

LOAN AGREEMENT

THIS LOAN AGREEMENT (the "Agreement") is made and dated as of the 12th day of May, 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, with an office at 301 N. Olive Avenue, 10th Floor, West Palm Beach, Florida 33401 ("Lender"), and KIDDIE HAVEN PRE-SCHOOL, INC., a Florida corporation with an office at 2783 Gulfstream Road, Palm Springs, Florida 33461 ("Borrower").

RECITALS:

A. The Borrower is the owner in fee simple of certain real property located at 2783 Gulfstream Road, in the Village of Palm Springs, County of Palm Beach, State of Florida, and as more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

B. The Borrower has requested the Lender to extend credit to the Borrower in the form of a U.S. Department of Housing and Urban Development ("HUD") Section 108 loan in the principal amount of FIFTY SEVEN THOUSAND AND 00/100 DOLLARS (\$57,000.00) as working capital for the Borrower (the "Loan"). The Lender has agreed to extend such credit.

C. The Borrower and the Lender desire to set forth herein the mutually agreed upon terms and conditions of such credit extension and the advancement of the proceeds of the Loan.

D. All capitalized terms not otherwise defined within this Agreement are as defined in annexed Exhibit B.

NOW THEREFORE, in consideration of the matters set forth in the above Recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Loan Terms.

(a) Loan Amount. On the terms and subject to the conditions set forth herein, and relying on the representations and warranties made to the Lender herein and in all other documents referenced hereunder, including the Note (defined below), the Mortgage and Security Agreement with Assignment of Leases and Rents, the Guaranty Agreement, UCC-1 Financing Statements and all other documents required hereunder (collectively the "Loan Documents"), the Lender agrees that it shall make the Loan to the Borrower in an aggregate amount equal to and not to exceed FIFTY SEVEN THOUSAND AND 00/100 DOLLARS (\$57,000.00) (the "Loan Amount"), which Loan shall be evidenced by the Note and which shall be advanced by the Lender as hereinafter provided, and the Borrower agrees to borrow such sum from the Lender.

(b) Security. The Loan, the Note and the performance by the Borrower of the terms, provisions and obligations hereof and under any other of the Loan Documents shall be secured by the liens, security interests and such other undertakings created therein by or described in the following instruments of even date herewith from the Borrower to the Lender (collectively the "Collateral"):

(1) Security interest granting to Lender a continuing third position security interest in the Property and all improvements thereon, subordinate to the Permitted Debt described in Exhibit C attached hereto; and

(2) Security interest granting to Lender a continuing first position security interest in all receivables and inventory of Borrower;

Together with all attachments, accessions, interest, proceeds and products of all of the above including without limitation, any insurance proceeds thereof. The Lender may at any time and from time to time file financing and continuation statements and amendments thereto reflecting the same.

(3) This Agreement;

(4) That certain Mortgage and Security Agreement with Assignment of Leases and Rents against the Property, securing a third position Lien, subordinate to the Permitted Debt (the "Mortgage");

(5) That certain Guaranty Agreement (the "Guaranty Agreement") from Nancy R. Tirado and Pedro W. Tirado (the "Individual Guarantors" or "Guarantor");

(6) Any and all amendments and modifications to any of the foregoing documents; and

(7) Any other of the Loan Documents pursuant to or required by this Agreement or any other of the aforementioned documents and instruments.

2. **General Loan Provisions.**

(a) Use of Proceeds. The proceeds of the Loan shall be used solely for working capital in the amount of \$57,000.00.

(b) Note. The obligation of the Borrower to repay the Loan shall be evidenced by one promissory note of even date herewith in the principal amount of \$57,000.00 payable to the order of the Lender (the "Note"). The Loan shall be paid over a term of ten (10) years in equal monthly installments of principal and interest (at the rate set forth in (b)(1) below), commencing with a first payment due on the 10th day of the second month following Closing. The Note shall provide as follows:

(1) Interest Rate. The initial interest rate shall be equal to the 3-month London Interbank Offered Rate ("LIBOR") plus one and two-tenths percent (1.2%), adjusted monthly on the First day of each month, (the "Floating Rate"). On a fixed date selected by HUD, HUD shall inform the Lender that it has the option of fixing the Floating Rate and the Lender shall inform the Borrower of such option. Upon the mutual approval of the Lender and the Borrower, the Floating Rate shall be fixed at the then determined fixed rate selected by HUD, plus one percent (1%) (the "Fixed Fate").

(2) Late Charge. There shall be due and owing by the Borrower a late charge of five percent (5%) of any monthly payment on any such payment which is seven (7) days or more past due. However, in the event that this late charge is found unenforceable by a court of law, the Borrower shall pay actual damages to the Lender which shall include but not be limited to the loss of use of the delinquent payment(s) and administrative costs in monitoring the

default by the Borrower. Administrative costs include but are not limited to attempts to contact the Borrower via written and letter correspondence, generating and reviewing the delinquency reports, evaluating the delinquent account, evaluating the credit file, entering relevant information into the Lender's file and/or computer, relaying information to management and different departments, notifying and reporting to management and different departments.

(3) Nature and Place of Payments. All payments made on account of the Obligations shall be made by the Borrower, without setoff or counterclaim, in lawful money of the United States in immediately available funds, free and clear of and without deduction for any taxes, fees, or other charges of any nature whatsoever imposed by any taxing authority and must be received by the Lender by its due date pursuant to the terms of the Note. All payments on account of the Obligations shall be made to the Lender. If any payment required to be made by the Borrower hereunder becomes due and payable on a day other than a Business Day, the due date thereof shall be extended to the next succeeding Business Day and interest thereon shall be payable at the then applicable contract rate during such extension.

(4) Default Rate. Following a default hereunder, the interest rate shall be four percent (4%) in excess of the interest set forth in Section 2(b)(1) above, but in no event in excess of the maximum rate of interest permitted by law.

(5) Computations. All computations of interest and fees payable hereunder shall be based upon a year deemed to consist of 360 days for the actual number of days elapsed. Any change in the interest rate on the Note shall become effective as of the opening of business on the Business Day on which such change shall occur, and the Lender will periodically notify the Borrower of the effective date and the amount of each change.

(6) Prepayment. As long as a Floating Rate applies to the Note, Borrower shall have the right of prepayment of all or any portion of the Loan without premium or penalty. In the event Lender and Borrower mutually agree to fix the interest rate as provided under (b)(1) above, the Borrower will be subject to any prepayment or defeasance penalty or premium as is necessary at the time of Borrower's election to fix the interest rate under the Note, and the Borrower shall be responsible for all costs (including reasonable attorneys' fees) associated with any amendments to the Note or this Agreement to effectuate the Fixed Rate.

(c) Fees. The Borrower shall pay to Lender a non-refundable commitment fee of \$100.00, payable upon acceptance of Lender's commitment. The Borrower shall also pay to Lender at Closing: (i) a Closing fee of \$855.00, equivalent to 1.5% of the Loan Amount; and (ii) a non-refundable master document fee of \$1,000.00. The Borrower shall be responsible for payment of all costs of closing of any kind or nature, including due diligence costs incurred by Lender, the reasonable attorneys' fees and costs of Lender's counsel and all other costs or fees incurred by Lender in connection with the Closing. Such fees shall be paid at Closing from the proceeds of the Loan, and the net proceeds of the Loan will be distributed to Borrower as provided hereunder.

3. Conditions to Making Advance. Borrower agrees that, for and on its own behalf and for the purposes set forth herein, that the advance of the Loan to be made on the Closing Date is subject to the prior satisfaction of each of the following conditions precedent with proof thereof to be furnished to Lender and agrees that such proof shall be in form, content and sufficiency acceptable to Lender and its counsel:

- (a) Execution of this Loan Agreement.
- (b) Execution of each of the other Loan Documents.
- (c) Satisfaction and compliance with any requirements as may be imposed by HUD in connection with the closing of the Loan.
- (d) Borrower to provide evidence to Lender of a cash equity contribution to working capital of One Hundred Five Thousand and 00/100 Dollars (\$105,000.00).
- (e) If required by Lender, an appraisal shall be prepared for the Property, at Borrower's expense, which in form and substance shall be satisfactory to Lender, in Lender's sole discretion, including applicable regulatory requirements.
- (f) If requested by Lender, Borrower shall have furnished to Lender, at Borrower's expense, an environmental report and certificate on the Property in form and substance satisfactory to Lender, prepared by an engineer or other expert satisfactory to Lender stating that the Property complies with all applicable provisions and requirements respecting "Hazardous Substances" (as defined in the Loan Documents).
- (g) If requested by Lender, Borrower shall have furnished to Lender a survey of recent date, prepared and certified by a qualified surveyor and providing that the improvements on the Property shall lie wholly within the boundaries of the Collateral without encroachment or violation of any zoning ordinances, building codes or regulations, or setback requirements, together with such other information as Lender in its sole discretion may require.
- (h) Borrower shall have provided to Lender an ALTA Lender's extended coverage policy of title insurance with such endorsements as Lender may require, issued by a title company acceptable to Lender and in a form, amount, and content satisfactory to Lender, insuring or agreeing to insure that Lender's Mortgage or other security document on the Property is or will be upon recordation a valid third position lien on the Property free and clear of all defects, liens, encumbrances and exceptions, except for the Permitted Liens and those as specifically accepted by Lender in writing.
- (i) Financial statements of Borrower and Guarantor dated no more than ninety (90) days prior to the Closing Date, in form reasonably acceptable to Lender.
- (j) Satisfaction of any financial covenants contained herein.
- (k) Such other information concerning the Borrower and its business, operations and condition (financial and otherwise) as Lender may reasonably request.
- (l) Acceptable resolutions of the Borrower approving the execution and delivery of the Loan Documents and such other certificates as Lender may require.
- (m) A certificate of the Borrower certifying the incumbency, the names and true signatures of the person or persons authorized to execute and deliver the Loan Documents.

(n) A copy of the Borrower's Certificate of Incorporation, Bylaws and other organizational documents evidencing the valid formation and existence of the Borrower in good standing, all existing amendments thereto, certified as of the date of this Agreement as being accurate and complete, together with good standing certificate.

(o) An opinion of counsel for the Borrower and Guarantor covering such matters as Lender may reasonably request and in form and substance acceptable to Lender and its counsel.

(p) Policies or certificates of insurance acceptable to Lender evidencing all insurance required under this Loan Agreement.

(q) All fees and costs due at the Advance pursuant to this Agreement shall have been paid in full.

(r) All acts and conditions (including, without limitation, the obtaining of any necessary governmental and regulatory approvals and consents including, without limitation, all necessary building and construction permits and the making of any required filings, recording, or registrations) required to be done and performed and to have happened prior to the execution, delivery, and performance of the Loan Documents and to constitute the same as legal, valid, and binding obligations, enforceable in accordance with their respective terms, shall have been done and performed and shall have happened in due and strict compliance with all applicable laws.

(s) Such other documents, certificates, affidavits and other documents as are reasonably required of Lender consistent with the terms of this Loan Agreement.

4. **Advances.** Lender shall make the advance on the Loan only upon compliance by the Borrower with all of the terms and conditions of this Agreement, including but not limited to Section 3 of this Agreement, and shall be disbursed as follows:

(a) To the payment of the fees set forth in Section 2(c) of this Agreement, together with all other disbursements required to be made from the Advance as approved by Lender, including but not limited to the payment of any title insurance premium and costs of recording as set forth in an invoice from the Title Insurer; and

(b) The balance to Borrower for use as provided and required hereunder.

5. **Job Goals.** Borrower agrees to use its good faith best efforts to create and hire six (6) new full-time equivalent ("FTE") job positions within the five (5) year period immediately following the Closing. Fifty-one percent (51%), or at least four (4) FTE job positions, shall be offered to persons of low to moderate-income, pursuant to HUD guidelines and the certain Section 108 Loan Program Agreement by and between the Borrower and Lender dated on even date herewith. For this purpose, a FTE shall mean employment of a minimum of 2,080 hours per calendar year. These job goals are independent and exclusive of any other job goal commitment Borrower may have heretofore or hereafter made to Lender.

6. **Representations and Warranties of the Borrower.** As an inducement to the Lender to enter into this Agreement and to make the Loan as provided herein, the Borrower and Guarantor represent and warrant to the Lender, both as of the Closing Date and continuing through the term of this Agreement, that:

(a) **Financial Condition.** The Borrower's and Guarantor's Financial Statements, copies of which have heretofore been furnished to the Lender and will be delivered to the Lender in the future pursuant to Section 7(a) of this Agreement, are and will be complete, timely and correct in all respects, have been and will be prepared in accordance with GAAP or other accounting method approved by the Lender and consistently followed, and do and will completely and accurately represent the financial condition of the subjects thereof as of the dates thereof, and neither the Borrower nor Guarantor has received any notice of any amendment or audit thereof or any inquiry or investigation related thereto from any Governmental Authority.

(b) **No Change.** Since the date of the Financial Statements heretofore delivered to the Lender, there has been no material adverse change in the business, operations, assets, or financial or other condition of the Borrower or the Guarantor. Since the date of the Financial Statements heretofore delivered to the Lender, the Borrower has not entered into, incurred, or assumed any long-term debt, mortgages, material leases or oral or written commitments, nor commenced any significant project, nor made any purchase or acquisition of any significant property.

(c) **Existence; Compliance with Laws.** The Borrower: (i) is duly organized and validly existing in good standing as an entity under the laws of the state of its formation and is qualified to do business in each jurisdiction (including in the State of Florida) where its ownership of property or the conduct of its business requires such qualification and where failure to qualify would have a material adverse effect on the Borrower or Guarantor or its operations, Assets, Property or business or on the ability of the Borrower to pay or perform the Obligations; (ii) has the power and authority and the legal right to own and operate its Assets and Property and to conduct its business in the manner in which it proposes so to do; and (iii) is in compliance with all Requirements of Law and Contractual Obligations.

(d) **Power; Authorization; Enforceability of Obligations.** The Borrower and Guarantor have the power and authority and the legal right to execute, deliver, and perform the Loan Documents to which it is a party and Borrower and Guarantor, respectively, have taken all necessary limited liability company and corporate action, respectively, to authorize the execution, delivery, and performance of the Loan Documents. The Loan Documents have been duly executed and delivered on behalf of the Borrower and Guarantor and constitute legal, valid, and binding obligations of the Borrower and Guarantor enforceable against the Borrower and Guarantor in accordance with their respective terms, subject to the effect of applicable bankruptcy and other similar laws affecting the rights of creditors generally and the effect of equitable principles whether applied in an action at law or a suit in equity.

(e) **Conflict With Other Instruments.** The execution and delivery of the Loan Documents will not violate any provision of law or any order of any court or Governmental Authority, the organizational documents of the Borrower or Guarantor,

or any provision of any indenture, agreement or other instrument binding upon the Borrower or Guarantor or any of its properties or assets, and will not result in the creation or imposition of any Lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Borrower or Guarantor, except for those provided for in the Loan Documents.

(f) No Legal Bar. The execution, delivery, and performance of the Loan Documents, the borrowing hereunder and the use of the proceeds of the Loan, will not violate any Requirement of Law or any Contractual Obligation of the Borrower or Guarantor or create or result in the creation of any Lien on any assets of the Borrower or Guarantor.

(g) No Material Litigation. No suit, action, litigation, investigation, or proceeding (including, without limitation, Hazardous Substances Claims) of or before any court, arbitrator or Governmental Authority is pending or, to the knowledge of the Borrower, threatened by, against or affecting the Borrower or Guarantor or against any of its properties or revenues which is likely to be adversely determined and which, if adversely determined, is likely to have a material adverse effect on the business, operations, property, or financial or other condition of the Borrower or Guarantor.

(h) Taxes. To the best of the Borrower's and Guarantor's knowledge after inquiry with the Borrower's and Guarantor's accountants, the Borrower and Guarantor have filed or caused to be filed all tax returns that are required to be filed and have paid all taxes shown to be due and payable on said returns or on any assessments made against their or any of their property other than taxes that are being contested in good faith by appropriate proceedings and as to which the Borrower or Guarantor have established adequate reserves in conformity with GAAP. No tax liens have been filed against the Premises, or any other of the property or any other assets of the Borrower or Guarantor, and no claims are being asserted with respect to such taxes which could have a material adverse effect upon the financial condition, business, property or operations of the Borrower or Guarantor.

(i) Investment Borrower Act. The Borrower is not an "investment company" or a company "controlled" by an "investment company" within the respective meanings of such terms under the Investment Company Act of 1940, as amended.

(j) Federal Reserve Board Regulations. The Borrower is not engaged and it will not engage, principally or as one of its important activities, in the business of extending credit for the purpose of "purchasing" or "carrying" any "margin stock" within the respective meanings of such terms under Regulation U of the Board of Governors of the Federal Reserve System. No part of the proceeds of the Loan will be used for "purchasing" or "carrying" "margin stock" as so defined or for any purpose that violates, or that would be inconsistent with, the provisions of the Regulations of the Board of Governors of the Federal Reserve System.

(k) ERISA. (i) No Prohibited Transactions, Accumulated Funding Deficiencies, withdrawals from Multiemployer Plans, or Reportable Events have occurred with respect to any Plans or Multiemployer Plans that, in the aggregate, could subject the Borrower to any tax, penalty, or other liability where such tax, penalty, or

liability is not covered in full, for the benefit of the Borrower, by insurance; (ii) no notice of intent to terminate a Plan has been filed, nor has any plan been terminated under Section 4041 of ERISA, nor has the PBGC instituted proceedings to terminate, or appoint a trustee to administer a Plan, and no event has occurred or condition exists that might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan; (iii) the present value of all benefit liabilities (as defined in Section 4001(a)(16) of ERISA) under all Plans (based on the actuarial assumptions used to fund the Plans) does not exceed the assets of the Plans; and (iv) the execution, delivery, and performance by the Borrower of this Agreement and the making of the Loan hereunder and the use of the proceeds thereof will not involve any Prohibited Transactions.

(l) Assets. The Borrower and Guarantor have good and marketable title to all of their assets. The Borrower has no outstanding Liens on any of the Collateral or its other assets nor are there any security agreements to which the Borrower is a party, nor any title retention agreements, whether in the form of leases or otherwise, of any personal property except as otherwise permitted hereunder.

(m) Securities Acts. The Borrower has not issued any unregistered securities in violation of the registration requirements of the Securities Act of 1933, as amended, or any other law, and is not violating any rule, regulation or requirement under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended. The Borrower is not required to qualify an indenture under the Trust Indenture Act of 1939, as amended, in connection with its execution and delivery of the Note.

(n) Consents, etc. No consent, approval, authorization of, or registration, declaration or filing with, any Governmental Authority is required on the part of the Borrower in connection with the execution and delivery of this Agreement or any of the other Loan Documents or the performance of or compliance with the terms, provisions, and conditions hereof or thereof, except for such consents, approvals, authorizations, registrations, declarations or filings as have been previously obtained or made by the Borrower.

(o) No Defaults. The Borrower is not in default under any material existing agreement, and no Event of Default or Potential Default has occurred or is continuing.

(p) Use of Proceeds. The proceeds of the Loan shall be used for the purposes set forth in Section 2(a) of this Agreement.

(q) No Notices; No Violations. The Borrower has not received any notice from any Governmental Authority or any insurance or inspection body to the effect that any of the Collateral, or any of the Borrower's facilities, equipment or business procedures or practices fail to comply with any applicable law, ordinance, regulation, building or zoning law, judicial or administrative determination, or any other requirements of any such authority or body, and the Borrower's facilities, equipment, procedures and practices, are in full compliance with all such laws, ordinances, determinations, regulations and requirements.

(r) **Liens on Collateral.** Other than the Permitted Debt, neither Borrower nor Guarantor has made any verbal or written contract or arrangement of any kind, the performance of which by any other party thereto would give rise to a Lien on the Collateral, or any portion thereof, except for those arising pursuant to this Agreement.

(s) **No Material Omission.** No representation or warranty made herein contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make the statements contained herein not misleading. If during any time the Loan remains outstanding, the Borrower becomes aware of any facts, occurrences, information, statements, or events that render any of the foregoing representations or warranties herein made untrue or materially misleading or incomplete, Borrower shall immediately notify the Lender in writing of such facts, occurrences, information, statements or events.

(t) **Chief Office Location.** The chief executive office of the Borrower is located at 2783 Gulfstream Road, Palm Springs, Florida 33461. Except as otherwise disclosed to Lender, none of the Borrower's books or records is maintained at any other location. The Borrower shall notify the Lender in writing of any change in the location of the Borrower's chief executive office.

(u) **No Reliance.** Borrower represents to the Lender that it has at all times pertinent to this Loan Agreement been represented by advisors of its own selection, including but not limited to attorneys-at-law and/or certified public accountants; that it has not relied upon any statement, representation, warranty, agreement or information provided by the Lender, its employees, agents or attorneys; that it acknowledges that it is informed by its advisors of its respective rights, duties, and obligations with respect to the Loan under all applicable laws, that it has no set-offs, defenses or counterclaims against the Lender with respect to the Loan, and that it is indebted to the Lender for the amounts stated in this Loan Agreement.

(v) **No Inducement.** Borrower further acknowledges and agrees that the Lender has not made any statements, representations, warranties, agreements or provided information to it in order to induce the execution of this Loan Agreement. Borrower further acknowledges and agrees that all agreements of the parties are set forth in this Loan Agreement or in the other Loan Documents executed by Borrower prior to or on even date hereof.

7. **Affirmative Covenants.** The Borrower and Guarantor hereby covenant and agree with the Lender that, as long as any Obligations remain unpaid, the Borrower (and Guarantor, as the case may be) shall:

(a) **Financial Statements.** Upon Lender's request, furnish or cause to be furnished to the Lender Borrower's and Guarantor's financial statements, to be delivered within 90 days of the fiscal year end for which requested. Any such financial statements as are requested shall be certified as true and correct by Borrower and/or Guarantor, shall be in accordance with GAAP, fairly present their financial condition as of the date provided, and shall be in form satisfactory to Lender.

(b) Tax Returns. Furnish or cause to be furnished to the Lender annual federal tax returns of Borrower and Guarantor within 30 days of filing, but in no event later than October 15th following the close of any tax year. In addition, furnish or cause to be furnished to the Lender any state income tax returns of Borrower and Guarantors no later than thirty (30) days after the due date for filing same, including extensions.

(c) Operating Budget. Upon request of Lender, furnish or cause to be furnished to the Lender on an annual basis within ninety (90) days after the last day of each fiscal year of the Borrower an operating budget for the next immediately succeeding fiscal year of Borrower, in such form and content as is satisfactory to Lender.

(d) Certificates; Reports, Other Information. Furnish or cause to be furnished to the Lender such additional financial and other information as the Lender may from time to time reasonably request, including, without limitation, the delivery within thirty (30) days after the last day of each fiscal year of the Borrower, a certified report showing the number and classification of employees employed by Borrower.

(e) Payment of Indebtedness. Pay, discharge, or otherwise satisfy at or before maturity or before it becomes delinquent, defaulted, or accelerated, as the case may be, all of its Indebtedness (including taxes), except Indebtedness being contested in good faith and for which provision is made to the satisfaction of the Lender for the payment thereof in the event the Borrower is found to be obligated to pay such Indebtedness and which Indebtedness is thereupon promptly paid by the Borrower.

(f) Maintenance of Assets; Compliance. Maintain their respective entity existence in good standing, and maintain all rights, privileges, licenses, approvals, franchises, properties, and assets necessary or desirable in the normal conduct of its business, and comply with all Contractual Obligations and Requirements of Law.

(g) Inspection of Collateral; Books and Records; Discussions. Keep proper books of record and account in which full, true, and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its business and activities. Upon reasonable notice and upon reasonable times, the Borrower shall permit representatives of the Lender to visit and inspect any of the Collateral and examine and make abstracts from and copies of any of the Borrower's books and records at any reasonable time and as often as may reasonably be desired by the Lender, and to discuss the business, operations, properties, and financial and other condition of the Borrower with officers and employees of such parties, and with their independent certified public accountants.

(h) Notices. Promptly give written notice to the Lender of:

(1) The occurrence of any Potential Default or Event of Default;

(2) Any litigation or any proceeding before a Governmental Authority affecting the Borrower that could have a material adverse effect on any of the Collateral, or on the business, operations, assets or financial or other condition of the Borrower; and

(3) A material adverse change in the Collateral, or in the business, operations, assets or financial or other condition of the Borrower.

(i) Expenses. Pay all expenses: (i) of the Lender incident to the origination of the Loan, the preparation, negotiation, and administration of this Agreement and the other Loan Documents and the protection of the rights of the Lender hereunder and under the other Loan Documents including, without limitation, the cost of all inspections conducted by or on behalf of the Lender; and (ii) of the Lender incident to the enforcement of payment of the Obligations, whether by judicial proceedings or otherwise, and before as well as after judgment including, without limitation, in connection with bankruptcy, insolvency, liquidation, reorganization, moratorium, or other similar proceedings involving the Borrower or a "workout" of the Obligations. The obligations of the Borrower under this subsection (i) shall be effective and enforceable whether or not the Loan is made hereunder and shall survive payment of all other Obligations.

(j) Loan Documents. Comply with and observe all terms and conditions of this Agreement and the other Loan Documents.

(k) Insurance. Obtain and maintain in full force and effect at all times policies of insurance covering (i) workers' compensation meeting the Borrower's statutory obligations; (ii) contingent liability and public liability, protecting the Borrower against any liability for loss or damage to persons or property in amounts of \$500,000 per individual and \$1,000,000 per occurrence; (iii) builders all-risk during the periods in which tenant improvements are being constructed, followed by fire and other hazards with standard form of extended coverage endorsements in amounts equal to 100% of the insurable value of the Collateral securing the Loan; (iv) business interruptions; and (v) flood, if needed; as well as such other policies of insurance or evidence with respect thereto as may be reasonably required by the Lender, all of which shall be in such form and amount as is satisfactory to the Lender, and each of which shall insure the interest of the Borrower, and lender's loss payable (as to personal property) clause in favor of the Lender; and with the agreement of the insurers issuing such policies of insurance that such policies will not be canceled without at least thirty (30) days' prior written notice to the Lender. All insurance policies required hereunder shall be obtained from companies qualified to do business in the State of Florida. If the Property is located in a federally designated flood hazard area as determined by an independent certification agency, the Borrower must provide at Closing a policy of flood insurance in the amount of at least 100% of the insurable value of the Collateral securing the Loan, with a lender's loss payable (as to personal property) clause in favor of Lender. If determined that the Property is not located in a flood zone at Closing, but at any time during the term of the Loan it is ever determined that the Property is located in a flood zone, the Borrower will be required to obtain flood insurance coverage satisfactory to the Lender.

(l) ERISA. Furnish to the Lender:

(1) Promptly and in any event within ten (10) days after the Borrower knows or has reason to know of the occurrence of a Reportable Event with respect to a Plan with regard to which notice must be provided to the PBGC, a copy of such materials required to be filed with the PBGC with respect to such Reportable Event and in each such case a statement of the chief financial officer or other representative of

the Borrower approved by the Lender setting forth details as to such Reportable Event and the action that the Borrower proposes to take with respect thereto;

(2) Promptly and in any event within ten (10) days after the Borrower knows or has reason to know of any condition existing with respect to a Plan that presents a material risk of termination of the Plan, imposition of an excise tax, requirement to provide security to the Plan or incurrence of other liability by the Borrower or any ERISA Affiliate, a statement of the chief financial officer of the Borrower describing such condition;

(3) At least ten (10) days prior to the filing by any plan administrator of a Plan of a notice of intent to terminate such Plan, a copy of such notice;

(4) Promptly and in no event more than ten (10) days after the filing thereof with the Secretary of the Treasury, a copy of any application by the Borrower or an ERISA Affiliate for a waiver of the minimum funding standard under Section 412 of the Code;

(5) Promptly and in no event more than ten (10) days after the filing thereof with the Internal Revenue Service, copies of each annual report that is filed on Form 5500, together with certified financial statements for the Plan (if any) as of the end of such year and actuarial statements on Schedule B to such Form 5500;

(6) Promptly and in any event within ten (10) days after it knows or has reason to know of any event or condition that might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan, a statement of the Borrower describing such event or condition;

(7) Promptly and in no event more than ten (10) days after receipt thereof by the Borrower or any ERISA Affiliate, a copy of each notice received by the Borrower or an ERISA Affiliate concerning the imposition of any withdrawal liability under Section 4202 of ERISA; and

(8) Promptly after receipt thereof a copy of any notice the Borrower or any ERISA Affiliate may receive from the PBGC or the Internal Revenue Service with respect to any Plan or Multiemployer Plan; provided, however, that this subsection (n) shall not apply to notices of general application promulgated by the PBGC or the Internal Revenue Service.

(m) No Conveyance or Lien. Other than Permitted Debt, neither the Borrower nor Guarantor will convey or encumber the Collateral in any way without the prior written consent of the Lender. The Borrower will promptly discharge any Lien, assignment or encumbrance not permitted by this Agreement on any part of the Collateral or affecting any rights intended to be covered by any of the Loan Documents.

(n) Claims and Losses. The Borrower will comply with and will furnish the Lender with any official notice or claim made by any Governmental Authority pertaining to all or any part of the Premises or the Improvements. The Borrower will

also promptly notify the Lender of any substantial fire, casualty or notice of any taking by eminent domain, affecting all or any part of the Premises or the Improvements.

(o) Further Assurances. The Borrower and Guarantor shall comply with all conditions of this Agreement and will execute all documents necessary to be executed by the Borrower and Guarantor to consummate the transactions contemplated herein and under any other of the Loan Documents.

(p) Compliance with Laws. The Borrower will comply in all material respects with all applicable laws, rules, regulations and orders of any Governmental Authority including, without limitation, ERISA and Hazardous Substances Laws, the noncompliance with which could materially and adversely affect its operations or condition or the Collateral, except for such laws, rules, regulations and orders as the Borrower is contesting in good faith by appropriate proceedings and the noncompliance with which during such contest would not materially and adversely affect the Borrower's operations or financial condition or the Collateral if the result of such contest were adverse to the Borrower.

(q) Management and Ownership Control. Subject to the terms of Section 8(k) of this Agreement, neither Borrower nor Individual Guarantor shall allow the conveyance, assignment, sale, transfer or other disposition of their membership units or other equity interest in Borrower, nor allow the issuance of any un-issued membership units of Borrower.

8. Negative Covenants. The Borrower and Guarantor hereby covenant and agree with the Lender that, as long as any Obligations remain unpaid, the Borrower (and Guarantor, as the case may be) shall not, directly or indirectly:

(a) Liens. Create, incur, assume or suffer to exist, any Lien upon any of the Collateral, or any of its other assets except:

(1) Liens or charges for current taxes, assessments, or other governmental charges that are not delinquent or that remain payable without penalty, or the validity of which are contested in good faith by appropriate proceedings upon stay of execution of the enforcement thereof, provided the Borrower shall have set aside on its books and shall maintain on deposit with the Lender adequate reserves for the payment of same in conformity with GAAP;

(2) Liens, deposits, or pledges made to secure statutory obligations, surety, or appeal bonds, or bonds for the release of attachments or for stay of execution, or to secure the performance of bids, tenders, contracts (other than for the payment of borrowed money), leases, or for purposes of like general nature in the ordinary course of the Borrower's business;

(3) Purchase money security interests for property hereafter acquired, conditional sale agreements, or other title retention agreements, with respect to property hereafter acquired; provided, however, that no such security interest or agreement shall extend to any property other than the property acquired; and

(4) Liens securing Permitted Debt.

(b) Indebtedness. Create, incur, assume, or suffer to exist, or otherwise become or be liable, in respect of any Indebtedness except:

(1) The Obligations;

(2) Indebtedness reflected in the financial statements referred to herein;

(3) Trade debt and equipment leases incurred in the ordinary course of business and outstanding less than thirty (30) days after the same has become due and payable or which is being contested in good faith, provided provision is made to the satisfaction of the Lender for the eventual payment thereof in the event it is found that such contested trade debt is payable by the Borrower;

(4) Indebtedness secured by Liens permitted under Section 8(a) of this Agreement; and

(5) Permitted Debt.

(c) Consolidation and Merger. Liquidate or dissolve or enter into any consolidation, merger, partnership, joint venture, syndicate, or other combination.

(d) Acquisitions. Purchase or acquire or incur liability for the purchase or acquisition of any or all of the assets or business of any Person other than in the ordinary course of business as presently conducted.

(e) Distributions. Make any distribution of assets to its members, whether in cash, property, or securities, while there exists an uncured Event of Default or which would cause an Event of Default.

(f) Investments; Loans; Advances. Make or commit to make any advance, loan, or extension of credit or capital contribution to, or purchase any stock, bonds, notes, debentures, or other securities of, or make any other investment in, any Person, including to Borrower's members or Guarantor, unless the prior written consent of Lender is first provided.

(g) Sale of Assets. Sell, lease, assign, transfer, or otherwise dispose of any of its assets (other than obsolete or worn-out property), whether now owned or hereafter acquired, other than in the ordinary course of business as presently conducted and at fair market value.

(h) ERISA.

(1) Terminate or withdraw from any Plan so as to result in any material liability to the PBGC;

(2) Engage in or permit any person to engage in any Prohibited Transaction involving any Plan that would subject the Borrower to any material tax, penalty, or other liability;

(3) Incur or suffer to exist any material Accumulated Funding Deficiency, whether or not waived, involving any Plan;

(4) Allow or suffer to exist any event or condition that presents a risk of incurring a material liability to the PBGC;

(5) Amend any Plan so as to require the posting of security under Section 401(a)(29) of the Code; or

(6) Fail to make payments required under Section 412(m) of the Code and Section 302(e) of ERISA that would subject the Borrower to any material tax, penalty, or other liability.

(i) Amendment to Organizational Documents. Permit any amendment, modification, supplement, revocation or termination to occur with respect to Borrower's articles of organization, operating agreement, corporate or limited liability existence, authority to do business, or other organizational document relating to the Borrower, without in each instance obtaining the prior written consent of the Lender.

(j) Utility Rights. Without the prior written consent of the Lender, sell, assign, convey, transfer or otherwise pledge or hypothecate any contract respecting the use of utilities (the "Utility Contracts") or any of the rights contained therein including, without limitation, the rights to sewer capacity reserved thereunder.

(k) Management and Ownership Control. Borrower shall not, without the prior written consent of Lender, create, effect, consent to, attempt, contract for, agree to make, suffer or permit any conveyance, sale, assignments, transfer, Lien, pledge, encumbrance, mortgage, security interest or alienation of all or any portion of, or any ownership or beneficial interest in, the Collateral or the Borrower, whether effected directly, indirectly, voluntarily, involuntarily, by operation of law or otherwise. If any of the foregoing shall occur without Lender's prior written consent, then the same shall conclusively be deemed to increase the risk to Lender and immediately constitute an Event of Default hereunder. Notwithstanding any contrary provision contained in this Section 8(k), and subject to the terms in this Section 8(k) and so long as no Event of Defaults exist, the members of the Borrower may transfer ("Transfer") that number of their membership units of Borrower that represent no more than forty nine percent (49%) of the total issued and outstanding membership units of Borrower to a transferee(s) (a "Transferee") in connection with any business succession plan adopted by Borrower; PROVIDED, THAT:

(1) such succession plan is reasonably acceptable to Lender;

(2) the Individual Guarantor continues to control the management, operations, business and affairs of Borrower;

(3) the proposed Transferee is not a person who appears as a "Sanctioned Party" on the list promulgated by the United States Office of Foreign Asset Control;

(4) the Transferee executes such instruments, including but not limited to an adherence agreement, acknowledging and agreeing to the terms of the Transfer set forth herein; and

(5) The Guarantor executes such instrument as of the date of the Transfer acknowledging and agreeing that notwithstanding the Transfer, the Guarantor shall remain fully liable under the Guaranty Agreement with the same force and effect as if such Transfer did not occur.

(l) Cash Distributions, Issuances, Redemptions, etc. Neither Borrower nor Guarantor shall redeem its membership units, nor issue additional membership interests. Borrower shall not distribute its excess cash flow to its members in amounts that would violate its debt service coverage requirements set forth hereunder.

9. **Survival.** The representations, warranties and covenants of Borrower and Lender set forth in this Agreement are accurate as of the date hereof, will continue to be accurate during the entire term of this Agreement and shall survive closing under this Agreement.

10. **Events of Default.** Each of the following shall constitute an event of default hereunder (and each shall hereinafter be individually referred to as an "Event of Default"):

(a) The Borrower shall fail to pay in full within five (5) days from the date due and payable any installment of principal or interest on the Loan or any other of the Obligations;

(b) Any representation, warranty or covenant made by the Borrower herein or in any of the other Loan Documents or in connection herewith or with any of the other Loan Documents or by any Guarantor in any Guaranty shall be false, materially inaccurate or materially incomplete in any material respect on or as of the date made;

(c) The Borrower shall fail to timely observe, comply with or perform any covenant or other term or provision contained herein or in any of the other Loan Documents, and such failure shall continue for thirty (30) days following notice from Lender; provided, however, if such default cannot reasonably be cured within the thirty (30) day period, and Borrower promptly commences such cure within the thirty (30) day period, then within such additional period as is deemed reasonable by Lender under such circumstances during which Borrower is diligently pursuing such cure to completion and provided the value of the Project is not impaired by the granting of such additional time;

(d) The Borrower shall default in any payment of any type including, but not limited to, principal of or interest on any Indebtedness (other than the Obligations) or any other event shall occur, the effect of which is to permit such Indebtedness to be declared due or otherwise to become due prior to its stated maturity or which results in the forfeiture by the Borrower of any of its rights thereunder;

(e) The Borrower or the Guarantor shall commence any case, proceeding or other action: (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or

seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts; or (B) seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its assets, or the Borrower or the Guarantor shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the Borrower, or the Guarantor, any case, proceeding or other action of a nature referred to previously in clause (i) that: (A) results in the entry of an order for relief or any such adjudication or appointment; (B) remains undismissed, undischarged, or unbonded for a period of sixty (60) days or more; or (iii) there shall be commenced against the Borrower, or the Guarantor, any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint, or similar process against all or substantially all of its assets that results in the entry of an order for such relief that shall not have been vacated, discharged, stayed, satisfied, or bonded pending appeal within sixty (60) days from the entry thereof; or (iv) the Borrower or the Guarantor shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) the Borrower or the Guarantor shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due;

(f) The death of an Individual Guarantor;

(g) Any Reportable Event or a Prohibited Transaction shall occur with respect to any Plan; (ii) a notice of intent to terminate a Plan under Section 4041 of ERISA shall be filed; (iii) a notice shall be received by the plan administrator of a Plan that the PBGC has instituted proceedings to terminate a Plan or appoint a trustee to administer a Plan; (iv) any other event or condition shall exist that might, in the opinion of the Lender, constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan; or (v) the Borrower or any ERISA Affiliate shall withdraw from a Multiemployer Plan under circumstances that the Lender determines could have a material adverse effect on the financial condition of the Borrower;

(h) One or more judgments or decrees in excess of \$10,000.00 shall be entered against the Borrower or the Guarantor, or against any of its assets or properties, and all such judgments or decrees shall not have been vacated, discharged, stayed, satisfied, or bonded within one hundred twenty (120) days from the entry or actual notice thereof or in any event later than five (5) days prior to the date of any proposed execution or sale thereunder;

(i) The Borrower shall voluntarily suspend the transaction of business for more than five (5) consecutive days in any calendar year;

(j) The Guarantor shall fail to observe or comply with any term or condition of any Guarantee or shall attempt to rescind or revoke any Guarantee, with respect to future transactions or otherwise;

(k) The Lender shall in good faith determine (which determination shall be conclusive) that a material adverse change has occurred in the financial or business condition of the Borrower or the Guarantor.

(l) The Borrower shall fail to perform under any other of the Obligations following the expiration of any applicable notice, grace or cure periods.

- (m) The dissolution or other cessation of business of Borrower.
- (n) The merger, consolidation, reorganization, change of control or sale of all or substantially all of the assets of Borrower.
- (o) The default under, or breach of any term contained in, the Section 108 Loan Agreement.

11. **Rights and Remedies of Lender Upon an Event of Default.** Automatically upon the occurrence of an Event of Default under Section 10 above, and at the option of the Lender upon the occurrence of any other Event of Default, the Obligations shall become immediately due and payable, without demand upon or presentment to the Borrower or the Guarantor, which are expressly waived by the Borrower and Guarantor, and the Lender may immediately exercise all rights, powers, and remedies available to it at law, in equity or otherwise including, without limitation, any one or more of the following:

- (a) Exercise any remedy available to Lender under the UCC-1 Financing Statements and any amendments thereto;
- (b) Apply to the payment of the principal and interest or either outstanding under the Loan, as the Lender may elect, all or any part of any funds it receives upon exercise of its remedies available to Lender under any of the Loan Documents;
- (c) Declare the entire principal amount of the Note to be due and payable forthwith, whereupon the Note shall become forthwith, due and payable, both as to principal and interest, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Note to the contrary notwithstanding;
- (d) Take any action at law or in equity to collect the payments then due and thereafter to become due under the Note or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under any of the Loan Documents;
- (e) Take possession of the Borrower's interest in the Collateral without terminating this Loan Agreement, and pursue remedies of a creditor under the Uniform Commercial Code and assign, sell or lease, or otherwise dispose of the Borrower's interest in the Collateral for the account of the Borrower, and the Borrower shall then be liable for any difference between the loan payments and other amounts due under this Loan Agreement and the Note and amounts received pursuant to such assignment or contract of sale or lease or other disposition of the Borrower's interest in the Collateral and the amount of such difference shall then be immediately due and payable. The Borrower hereby agrees that in the event the Lender does take possession of the Collateral as provided herein, the obligation of the Borrower to pay such loan payments due or to become due under this Loan Agreement and Note shall survive such repossession;
- (f) Without further notice or demand or legal process, enter upon any Property of the Borrower and take possession of the Collateral, all records and items relating to

the Collateral and, at the Lender's request, the Borrower will assemble the Collateral and such records and deliver them to the Lender;

(g) Sell the Collateral, but the Lender shall give the Borrower reasonable notice of the time and place of any public sale of such Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if notice of the sale or other intended disposition is (1) mailed (by certified mail, postage paid) to the Borrower at least ten (10) days prior to the time of such sale or disposition or (2) delivered to the Borrower at least five (5) days prior to the time of such sale or disposition. At such sale the Lender may sell the Collateral for cash or upon credit or otherwise, at such prices and upon such terms as it deems advisable and the Lender may bid or become purchaser at such sale, free of the right of redemption, which is hereby waived. The Lender may adjourn such sales at the time and place fixed therefor without further notice or advertisement and may sell such Collateral as an entirety or in separate lots as it deems advisable, but the Lender shall not be obligated to sell all or any part of such Collateral at the time and place fixed for such sale if it determines not to do so. Upon the institution of any such action hereunder by the Lender, the Lender shall be entitled to the appointment of a receiver for the Collateral without proof of the depreciation of the value of same.

(h) If the Lender shall have proceeded to enforce its rights under this Loan Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Lender, then the Borrower and the Lender shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Borrower and the Lender shall continue as though no such proceedings had taken place.

(i) Without limiting the generality of the foregoing, upon the happening of an Event of Default by the Borrower hereunder, all of the Borrower's right, title and interest in the Collateral hereunder or in equity and the Borrower's rights to possession thereof may be terminated by an action for foreclosure or repossession in accordance with the statutes of the State of Florida.

(j) Upon the institution of any such action by the Lender, the Lender shall be entitled to the appointment of a receiver for the Collateral.

(k) No remedy herein conferred or reserved to the Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it in this Section, it shall not be necessary to give notice other than such notice as may be required in this Section.

(l) In addition to the above remedies, if the Borrower commits a breach, or threatens to commit a breach of this Loan Agreement, the Lender shall have the right and remedy, without posting bond or other security, to have the provisions of this Loan Agreement

specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Lender and that money damages will not provide an adequate remedy therefor.

(m) In the event the Borrower should default under any of the provisions of this Loan Agreement and the Lender shall require and employ attorneys or incur other expenses for the collection of payments due or to become due for the enforcement or performance or observance of any obligation or agreement on the part of the Borrower herein contained, the Borrower shall on demand therefor pay to the Lender the reasonable fees of such attorneys and other expenses so incurred by the Lender.

(n) The Lender shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Borrower if an Event of Default shall occur hereunder.

12. **Miscellaneous Provisions.**

(a) **Disbursement of Proceeds.** The Borrower and Lender acknowledge that the advancement of the proceeds of the Loan shall be contingent upon funding of section 108 loan proceeds to the Lender from HUD pursuant to the terms and conditions of that certain Contract for Loan Guarantee Assistance Under Section 108 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C.

(b) **No Assignment by Borrower; Parties in Interest.** The Borrower may not assign its rights or delegate its duties under this Agreement without the prior written consent of the Lender. Subject to the foregoing, all provisions contained in this Agreement or any document or agreement referred to herein or relating hereto shall inure to the benefit of the Lender, its successors and assigns, and shall be binding upon the Borrower, its successors, trustees and assigns.

(c) **Amendment; No Waiver.** This Agreement may not be amended or the terms or provisions hereof waived unless such amendment or waiver is in writing and signed by the Lender and the Borrower. It is expressly agreed and understood that any failure by the Lender to exercise its right to elect to accelerate amounts outstanding hereunder and/or to terminate the obligation of the Lender to make the Loan hereunder shall not constitute an amendment or waiver of any term or provision of this Agreement. No delay or failure by the Lender to exercise any right, power, or remedy shall constitute a waiver thereof by the Lender, and no single or partial exercise by the Lender of any right, power, or remedy shall preclude other or further exercise thereof or any exercise of any other rights, powers, or remedies.

(d) **Cumulative Rights.** The rights, powers, and remedies of the Lender hereunder are cumulative and in addition to all rights, powers, and remedies provided under any and all agreements between the Borrower and the Lender relating hereto, at law, in equity or otherwise.

(e) **Entire Agreement.** This Agreement and the documents and agreements referred to herein embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter hereof and thereof.

(f) Notices. All notices, consents, requests, and demands to or upon the respective parties hereto shall be in writing, and shall be deemed to have been given or made when delivered in person to those Persons listed on the signature pages hereof or when deposited in the U.S. mail, postage prepaid, or, in the case of telegraphic notice or the overnight courier services when delivered to the telegraph company or overnight courier service, or in the case of telex or telecopy notice, when sent, verification received, in each case addressed to the addresses of those Persons as set forth in the preamble to this Agreement, or such other address as any party may designate by notice to the other parties in accordance with the terms of this subsection (e). All notices to Lender shall be copied to Harris Beach PLLC, One Park Place, 300 South State Street, Syracuse, New York 13202, ATTN: Anthony P. Marshall, Esq.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to choice of law rules.

(h) Transfers. If Lender determines or elects to sell, assign, and otherwise transfer to other persons all or portions of, or participations in, the Lender's interest in the Loan hereunder, Borrower expressly agrees to attorn to the Transferee as the Lender hereunder. For purposes of this subsection (g), the Lender may disclose to any potential or actual Transferee any and all information supplied to Lender by or on behalf of the Borrower. The Borrower agrees to execute and deliver to the Lender such documents, instruments, and agreements, including, without limitation, amendments to the Loan Documents, deemed necessary or desirable by the Lender to effect such transfers.

(i) Counterparts. This Agreement and the other Loan Documents may be executed in any number of counterparts, all of which together shall constitute one agreement.

(j) Accounting Terms. All accounting terms not otherwise defined herein are used with the meanings given such terms under GAAP.

(k) Authorization to Disclose. The Borrower hereby authorizes the Lender to disclose to the Guarantor any and all information concerning the Borrower, its business, properties, and condition (financial or otherwise) now or hereafter in the Lender's possession or within its control to the extent deemed necessary or desirable by the Lender.

(l) Severability. If any provision contained in this Agreement is for any reason held invalid or unenforceable, no other provision shall be affected thereby, and this Agreement shall be construed as if the invalid or unenforceable provision had never been a part of it.

(m) Indemnity. The Borrower and Guarantor hereby agree, whether or not any of the transactions contemplated in the Loan Documents shall be consummated, to pay, assume liability for, and indemnify, protect, defend, save and keep harmless the Lender and its officers, directors and agents, from and against any and all liabilities, obligations, losses, damages, settlements, claims, actions, suits, penalties, costs and expenses (including, without limitation, legal and investigative fees and expenses) of whatsoever kind and nature (unless caused by the Lender's gross negligence or willful misconduct), including, without limitation, (1) claims based upon negligence, strict or absolute liability, liability in tort, latent and other defects (whether or

not discoverable), in any way relating to or resulting from this Agreement, any Loan Document, or any of the transactions contemplated herein or therein, (2) any loss, damage or injury to, or death of, any person occurring at or about or resulting from any defect in the Collateral; (3) any damage or injury to the persons or property of the Borrower, or its officers, agents, servants or employees, or any other person caused by any act of negligence of any other person, other than if caused by the Lender, or its directors, officers, agents, servants or employees; or (4) any costs, expenses or damages incurred as a result of any lawsuit commenced because of action taken in good faith by the Lender in connection with the Collateral. The provisions of this subsection (m) shall survive the payoff, release, foreclosure or other disposition, as applicable, of this Agreement or the obligations. The Borrower and Guarantor shall further indemnify, protect, defend and hold the Lender and its directors, agents, servants, officers and employees harmless from and against any and all such losses, damages, injuries, costs or expenses and (except for claims, demands, suits, actions or other proceedings resulting from gross negligence or willful or wanton misconduct of Lender or its agents, servants, officers and employees, arising out of any and all claims, demands, suits, actions or other proceedings whatsoever, brought by any person or entity whatsoever (except the Borrower) and arising or purportedly arising from this Loan Agreement, the Loan or any transaction contemplated in any of the Loan Documents.

(n) Further Actions. The Borrower shall execute and deliver such documents and instruments, and shall take such other actions as the Lender deems necessary to consummate the transactions described in this Agreement.

(o) Lender's Liability to Third Parties. The rights and benefits of this Agreement shall not inure to the benefit of any third party, except for the Lender's successor and assigns. Notwithstanding anything to the contrary contained in this Agreement or in any other of the Loan Documents, or any conduct or course of conduct by the Borrower or the Lender or their respective affiliates, agents or employees, neither this Agreement nor any such Loan Documents shall be construed to create any rights, claims or causes of action against the Lender in favor of any contractor, subcontractor, consultant, architect or any other persons or entities furnishing services or materials to or for the construction of the Improvements, or their respective creditors or any other person or entity other than the Borrower. Notwithstanding any contrary term or provision contained hereunder, no recourse under or upon any obligation, covenant, or agreement contained in this Agreement or any of the Loan Documents, or for any claim based thereon, or under any judgment obtained against the Lender, or by the enforcement of any assessment or penalty by any legal or equitable proceeding by virtue of any constitution, rule of law or equity, statute, or under this Agreement or any of the Loan Documents, shall be had against Lender or its directors or officers, past, present or future, for the payment by the Lender of any sum that may be due by the Lender hereunder or under the Loan. Any and all liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, director or officer of Lender to respond by reason of any act or omission on his part or otherwise, for the payment for or by the Lender of any sum that may be due hereunder or under the Loan is hereby expressly waived and released as a condition of and in consideration for the execution of this Agreement and the making of the Loan.

(p) Force Majeure. In the event of an act of God or other circumstances beyond the control of the Lender or the Borrower including, without limitation, war, national emergency, embargo, labor difficulties or strikes, which will prohibit performance or compliance

with this Agreement, such noncompliance for a reasonable amount of time after which such act of God or other such event has occurred shall not be construed as a breach of this Agreement.

(q) Power of Attorney.

(1) Borrower hereby makes, constitutes and appoints the Lender as its irrevocable true and lawful attorney(s)-in-fact and each of its present and future officers with full power of substitution in Borrower's name, place and stead for the purpose of perfecting, further perfecting, acknowledging, continuing, filing, recording, endorsing and/or making technical corrections in, any security interest, Lien, encumbrance or mortgage required to be granted or conveyed by Borrower to the Lender under the terms of the Loan, including, without limitation, the filing of financing and continuation statements. In addition, Borrower shall cooperate fully with the Lender with respect to the filing or recordation of such documents in the appropriate filing or recordation offices and it shall bear, on demand, all costs of such filing or recordation.

(2) The attorney(s)-in-fact is/are hereby authorized to file or record this Loan Agreement in the appropriate governmental filing or recording office if such filing or recording of a power of attorney is required by law in order to effectuate or validate same.

(3) Notwithstanding the foregoing, Borrower shall execute or endorse any documents that are necessary in the sole judgment of the Lender to perfect, secure, continue or correct any security interest, mortgage, Lien or encumbrance that Borrower is required under the terms of the Loan to grant to the Lender as security for same.

(r) **Waiver of Trial by Jury. Borrower waives any right to trial by jury on any claim, demand, action or cause of action arising under this Loan Agreement or the transactions related hereto, in each case whether sounding in contract or tort or otherwise. Borrower agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and that any party to this Loan Agreement may file an original counterpart or a copy of this section with any court as written evidence of the consent of Borrower to the waiver of its right to trial by jury. Borrower acknowledges that it has had the opportunity to consult with counsel regarding this section, it fully understands its terms, content and effect, and that it voluntarily and knowingly agrees to the terms of this section.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Loan Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

BORROWER:

KIDDIE HAVEN PRE-SCHOOL, INC., a Florida
corporation

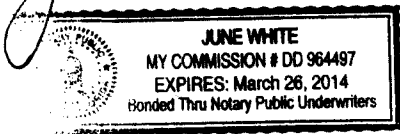
Patricia Caswell
Witness **Patricia Caswell**

By: Nancy R. Tirado
Nancy R. Tirado, President

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

On the 12th day of May, in the year 2010, before me, the undersigned, personally appeared NANCY R. TIRADO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals(s) acted, executed the instrument.

June White
Notary Public



LENDER:

PALM BEACH COUNTY, FLORIDA, a political
subdivision of the State of Florida
By: Its Board of County Commissioners

Signed, sealed and delivered
in the presence of:

Claudia Lopez
Witness

By: Robert Weisman
Robert Weisman, County Administrator

**Approved as to Form and
Legal Sufficiency:**

Approved as to Terms and Conditions:

By: Dawn S. Wynn
Dawn S. Wynn, Esq.
Senior Assistant County Attorney

By: Sherry Howard
Sherry Howard
Economic Development Director

IN WITNESS WHEREOF, the parties hereto have caused this Loan Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

BORROWER:

KIDDIE HAVEN PRE-SCHOOL, INC., a Florida corporation

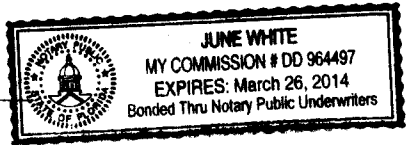
Patricia Caswell
Witness
Patricia Caswell

By: *Nancy R. Tirado*
Nancy R. Tirado, President

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

On the 12th day of May, in the year 2010, before me, the undersigned, personally appeared NANCY R. TIRADO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals(s) acted, executed the instrument.

June White
Notary Public



LENDER:

PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida
By: Its Board of County Commissioners

Signed, sealed and delivered in the presence of:

Witness

By: _____
Robert Weisman, County Administrator

Approved as to Form and Legal Sufficiency:

Approved as to Terms and Conditions:

By: _____
Dawn S. Wynn, Esq.
Senior Assistant County Attorney


By: _____
Sherry Howard
Economic Development Director

GUARANTOR ADHERENCE

The undersigned Guarantors have caused this Loan Agreement to be executed as of the day and year first above written for purposes of evidencing their adherence to this Loan Agreement as it applies to the undersigned as Guarantors of the Loan in accordance with the terms and conditions of this Loan Agreement.



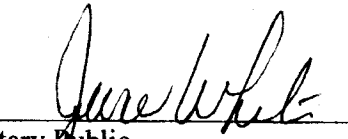
Nancy R. Tirado



Pedro W. Tirado

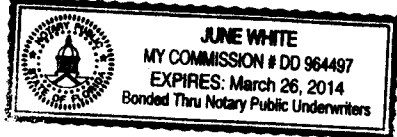
STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

On the 12th day of May, in the year 2010, before me, the undersigned, personally appeared NANCY R. TIRADO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals(s) acted, executed the instrument.

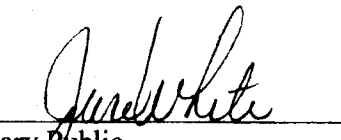


Notary Public

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:



On the 12th day of May, in the year 2010, before me, the undersigned, personally appeared PEDRO W. TIRADO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals(s) acted, executed the instrument.



Notary Public

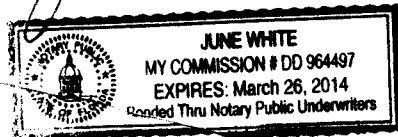


TABLE OF EXHIBITS

Exhibit A: Legal Description of Property

Exhibit B: Definitions

Exhibit C: Permitted Debt

Exhibit A
Legal Description of Property

The South 188 feet of the North 325 feet of the West 230 feet of the East 260 feet of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), in Section 18, Township 44 South, Range 43 East, situate, lying and being in Palm Beach County, Florida.

Exhibit B
Definitions

For purposes of this Agreement, the capitalized terms contained in this Agreement and set forth below shall have the following meanings. All other capitalized terms have the meanings ascribed as otherwise set forth in this Agreement:

“Agreement” shall mean this Agreement, as the same may be amended, extended, or replaced from time to time.

“Closing or “Closing Date” shall mean on or before May 14, 2010, and **TIME IS OF THE ESSENCE** with respect to such date.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder as from time to time in effect.

“Commitment Letter” shall mean the commitment letter issued by Lender and accepted by Borrower and Guarantor dated January 19, 2010 setting forth the terms of Lender’s commitment to provide the Loan to Borrower.

“Control” as used herein means the power in fact to direct the management and policies of such legal entity, whether through ownership or direct management control.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations issued thereunder as from time to time in effect.

“ERISA Affiliate” shall mean each trade or business, including the Borrower, whether or not incorporated, which together with the Borrower would be treated as a single employer under Section 4001 of ERISA.

“GAAP” shall mean generally accepted accounting principles in the United States in effect from time to time.

“Hazardous Substances Claims” shall mean any enforcement, cleanup, removal, or other governmental or regulatory action, directive or order, or any governmental claim for alleged damages or other compensation, with respect to any of the Property including, without limitation, the Premises, made under or pursuant to any Hazardous Substances Laws, and/or any claim asserted in writing by any third party relating to alleged damages, contribution, cost recovery, or other compensation, loss, or injury resulting from any Hazardous Substances.

“Hazardous Substances Laws” shall mean any applicable federal, state, county, regional, or municipal laws, ordinances, regulations, directives or guidelines relating to Hazardous Substances.

“Indebtedness” of any Person shall mean all items of indebtedness which, in accordance with GAAP and other applicable accounting practices, would be included in determining liabilities as shown on the liability side of a statement of condition of such Person as of the date as of which indebtedness is to be determined, including, without limitation, all obligations of

money borrowed, capitalized lease obligations, and all interest rate management or “swap” agreements evidenced on ISDA forms, and shall also include all indebtedness and liabilities of others assumed or guaranteed by such Person or in respect of which such Person is secondarily or contingently liable (other than by endorsement of instruments in the course of collection) whether by reason of any agreement to acquire such indebtedness or to supply or advance sums or otherwise.

“Lien” shall mean any security interest, mortgage, pledge, lien, claim on property, charge, or encumbrance (including any conditional sale or other title retention agreement), any lease in the nature thereof, and the filing of or agreement to give any financial statement under the Uniform Commercial Code of any jurisdiction.

“Obligations” shall mean any and all debts, obligations, and liabilities of the Borrower to the Lender including, without limitation, the Loan (whether principal, interest, fees, or otherwise, whether or not jointly owed with others, whether direct or indirect, absolute or contingent, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, whether or not from time to time decreased or extinguished and later increased, created, or incurred and whether or not extended, modified, rearranged, restructured, refinanced, or replaced including, without limitation, modifications to interest rates or other payment terms of such debts, obligations, or liabilities).

“PBGC” shall mean the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA and any successor thereto.

“Permitted Debt” shall mean that Indebtedness described on Exhibit C attached hereto.

“Person” shall mean any corporation, natural person, firm, joint venture, partnership, trust, unincorporated organization, government, or any department or agency of any government.

“Plan” shall mean any plan (other than a Multiemployer Plan) subject to Title IV of ERISA maintained for employees of the Borrower or any ERISA Affiliate (and any such plan no longer maintained by the Borrower or any of its ERISA Affiliates to which the Borrower or any of its ERISA Affiliates has made or was required to make any contributions during the five (5) years preceding the date on which such plan ceased to be maintained).

“Potential Default” shall mean an event that but for the lapse of time or the giving of notice, or both, would constitute an Event of Default.

“Prohibited Transaction” shall mean any transaction described in Section 406 of ERISA that is not exempt by reason of Section 408 of ERISA or the transitional rules set forth in Section 414(c) of ERISA and any transaction described in Section 4975(c)(1) of the Code, which is not exempt by reason of Section 4975(c)(2) or Section 4975(d) of the Code, or the transitional rules of Section 2003(c) of ERISA.

“Reportable Event” shall mean any of the events set forth in Section 4043(b) of ERISA or the regulations thereunder, a withdrawal from a Plan described in Section 4063 of ERISA, a cessation of operations described in Section 4068(f) of ERISA, an amendment to a Plan

necessitating the posting of security under Section 401(m) of the Code and Section 302(e) of ERISA when due.

“Requirements of Law” shall mean as to any Person the Certificate of Incorporation, Certificate of Limited Partnership, Bylaws, partnership agreement or other organizational or governing documents of such Person, and any law, treaty, rule or regulation, or a final binding determination of an arbitrator or a determination of a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its assets or to which such Person or any of its assets are subject.

“Working Capital” shall mean current assets minus current liabilities as such terms are defined under GAAP.

Exhibit C
Permitted Debt

In accordance with a certain Authorization for Debenture Guarantee (SBA 504 Loan # 34338950-10) approved by the U.S. Small Business Administration ("SBA") on May 22, 2009, authorizing a SBA 504 loan from the Florida Business Development Corporation (the "CDC") to Borrower in the principal amount of Two Hundred Ten Thousand and 00/100 Dollars (\$210,000.00) (the "SBA 504 Loan"), this HUD Section 108 Loan from Palm Beach County, Florida, to Borrower in the principal amount of Fifty Seven Thousand and 00/100 Dollars (\$57,000.00) (the "HUD Section 108 Loan") is hereby made specifically subordinate to:

1. That certain first mortgage lien on the Mortgaged Premises held by Regions Bank, the Third Party Lender to the SBA 504 Loan, dated June 12, 2009 and recorded in Official Records Book 23309, page 175 of the Public Records of Palm Beach County, Florida, in the original principal amount of Three Hundred Ninety Eight Thousand and 00/100 Dollars (\$398,000.00) (the "Permanent Third Party Lender Loan"); and
2. That certain second mortgage lien on the Mortgage Premises held by Regions Bank, the Interim Lender to the SBA 504 Loan, dated June 12, 2009 and recorded in Official Records Book 23309, page 192 of the Public Records of Palm Beach County, Florida, in the original principal amount of Two Hundred Ten Thousand and 00/100 Dollars (\$210,000.00) (the "Interim Lender Loan").

It is hereby acknowledged and agreed to by the parties that the HUD Section 108 Loan shall be subordinate to the Permanent Third Party Lender Loan and a mortgage lien in favor of the CDC and SBA, to be recorded in the Official Records of Palm Beach County upon the closing of the SBA 504 Loan, and the satisfaction of the Interim Lender Loan.

PALM BEACH COUNTY

SECTION 108 PROMISSORY NOTE

Principal: \$57,000.00
Date: May 12, 2010
RE: Kiddie Haven Pre-School, Inc.

FOR VALUE RECEIVED, the undersigned, **KIDDIE HAVEN PRE-SCHOOL, INC.**, a Florida corporation with an address of 2783 Gulfstream Road, Palm Springs, Florida 33461 ("**Borrower**"), in connection with a certain U.S. Department of Housing and Urban Development ("**HUD**") Section 108 loan in the principal amount of FIFTY SEVEN THOUSAND AND 00/100 DOLLARS (\$57,000.00) (the "**Loan**"), promise(s) to pay to the order of **PALM BEACH COUNTY**, a political subdivision of the State of Florida, together with any other holder hereof ("**Holder**") with an address of 301 N. Olive Avenue, 10th Floor, West Palm Beach, Florida 33401, or such other place as Holder may from time to time designate in writing, the principal sum of FIFTY SEVEN THOUSAND AND 00/100 DOLLARS (\$57,000.00) together with interest thereon (the "**Loan Amount**"), to be paid in lawful money of the United States of America, as follows:

1. This Note shall bear interest computed at the stated rate of the Three-Month London Interbank Offered Rate (LIBOR), adjusted monthly on the First day of each month, as published in the Money Rates Section of the Wall Street Journal, or some other comparable rate if LIBOR is no longer published, plus one and two-tenths percent (1.2%) (the "**Floating Rate**"). Interest will be calculated on the basis of a 360-day year and the actual number of days elapsed. On a fixed date selected by HUD, HUD shall inform the Holder that it has the option of fixing the Floating Rate and the Holder shall inform the Borrower of such option. Upon the mutual approval of the Holder and the Borrower, the Floating Rate shall be fixed at the then determined fixed rate selected by HUD, plus one percent (1.0%) (the "**Fixed Rate**").

2. Repayment hereunder shall occur as follows:

- (a) Borrower shall make interest only payments from the date of disbursement of the loan proceeds to the Holder through June 30, 2010. Interest shall be calculated pursuant to Section 1 above.
- (b) Commencing July 10, 2010 and continuing on the 10th day of each month thereafter, Borrower shall make principal and interest payments based on a ten (10) year amortization schedule until June 10, 2020, at which time all principal, accrued interest, late fees and advances shall be due and payable (the "**Maturity Date**"). Commencing July 10, 2010 and continuing on and through June 10, 2019, the amount of each monthly principal payment shall be \$500.00. Commencing July 10, 2019 and continuing on and through May 10, 2020, the amount of each monthly principal payment shall be \$250.00. On the Maturity Date, Borrower shall make a final principal payment in the amount of \$250.00. Interest shall be calculated monthly

pursuant to Section 1 above. The foregoing payments shall be made as referenced on Schedule A, Principal Payment Schedules, attached hereto.

3. As long as the Floating Rate applies to this Note, Borrower shall have the right of prepayment of all or any portion of the Loan without penalty or premium. In the event the Holder opts to select the Fixed Rate, the Borrower shall be subject to any prepayment or defeasance penalty or premium as is necessary at the time of Holder's election to fix the interest rate under this Note, and shall be responsible for all costs (including reasonable attorneys' fees) associated with any amendments to this Note to effectuate the Fixed Rate.

4. After maturity or acceleration, this Note shall bear interest at the Default Interest Rate (as defined in the Loan Documents referenced below) until paid in full.

THIS NOTE is executed pursuant to the terms and conditions of that certain Loan Agreement dated of even date herewith between Borrower and Holder (the "Loan Agreement"), and is secured by a Mortgage (the "Mortgage") encumbering certain real property located at 2783 Gulfstream Road, Palm Springs, Florida (the "Premises"). The foregoing and all other agreements, instruments and documents delivered in connection therewith and herewith are collectively referred to as the "Loan Documents."

THIS NOTE has been executed and delivered in, and is to be governed by and construed under the laws of, the State of Florida, as amended, except as modified by the laws and regulations of the United States of America.

Nothing contained herein, nor any transaction related hereto, shall be construed or so operate as to require the Borrower to pay interest at a greater rate than is now lawful in such case to contract for, or to make any payment, or to do any act contrary to ethical law. Should any interest or other charges paid by the Borrower, or parties liable for the payment of this Note, in connection with the Loan Documents result in the computation or earning of interest in excess of the maximum rate of interest that is legally permitted under applicable law, any and all such excess shall be and the same is hereby waived by the Holder, and any and all such excess shall be automatically credited against and in reduction of the balance due under this indebtedness, and a portion of said excess which exceeds the balance due under this indebtedness shall be paid by the Holder to the Borrower.

Holder shall have the right to declare the total unpaid balance hereof to be immediately due and payable in advance of the Maturity Date upon the failure of the Borrower to pay when due or within the applicable grace period any payment of principal or interest or other amount due hereunder; or upon the occurrence of an Event of Default pursuant to any other Loan Documents now or hereafter evidencing, securing or guaranteeing payment of this Note. Exercise of this right shall be without notice to Borrower or to any other person liable for payment hereof, notice of such exercise being hereby expressly waived.

Any payment hereunder not paid when due or within the applicable grace period (at maturity, upon acceleration or otherwise) shall bear interest at the highest rate allowed by applicable law from the due date until paid.

Provided Holder has not accelerated this Note as provided herein, Borrower shall pay Holder a late charge of five (5%) percent of any required payment which is not received by

Holder within five (5) days of when said payment is due. The parties agree that said charge is a fair and reasonable charge for the late payment and shall not be deemed a penalty.

In the event that this Note is collected by law or through attorneys at law, or under advice therefrom, Borrower agrees, to pay all costs of collection including reasonable attorneys' fees, whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors proceedings or otherwise.

Acceptance of partial payments or payments marked "payment in full" or "in satisfaction" or words to similar effect shall not affect the duty of Borrower to pay all obligations due hereunder, and shall not affect the right of Holder to pursue the remedies available to it under any Loan Documents.

Any notice to be given or to be served upon any party hereto in connection with this Note, whether required or otherwise, may be given in any manner permitted under the Loan Documents.

THE UNDERSIGNED jointly and severally waive(s) presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note and agree(s) to perform and comply with each of the covenants, conditions, provisions and agreements of any of the undersigned as contained in every instrument now evidencing or securing said indebtedness. No extension of the time for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability under this Note, either in whole or in part of any of the undersigned not a party to such agreement.

THE UNDERSIGNED further jointly and severally hereby waive(s), to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

BORROWER WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION, WHETHER ARISING IN CONTRACT OR TORT, BY STATUTE OR OTHERWISE, IN ANY WAY RELATED TO THIS NOTE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER'S EXTENDING CREDIT TO BORROWER AND NO WAIVER OR LIMITATION OF HOLDER'S RIGHTS UNDER THIS PARAGRAPH SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON HOLDER'S BEHALF.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, this Promissory Note has been duly executed by the undersigned, as of the date set forth above.

Signed, sealed and delivered
in the presence of:

KIDDIE HAVEN PRE-SCHOOL, INC., a Florida
corporation

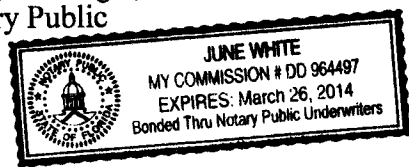
Patricia Caswell
Witness **Patricia Caswell**

By: Nancy R. Tirado
Nancy R. Tirado, President

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

On the 12th day of May, in the year 2010, before me, the undersigned, personally appeared NANCY R. TIRADO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individuals(s) acted, executed the instrument.

June White
Notary Public



SCHEDULE A

PRINCIPAL PAYMENT SCHEDULES

**Section 108 Promissory Note
Kiddie Haven Pre-School, Inc.**

ANNUAL PRINCIPAL PAYMENT SCHEDULE				
<u>Year No.</u>	<u>End of Year Due Date</u>	<u>End of Year Total Principal Amount</u>	<u>Monthly Principal Amount</u>	<u>Monthly Interest Amount Equivalent to</u>
	July 10, 2010	\$0.00	\$500.00	3-Month LIBOR plus <u>+1.2%</u>
1	July 10, 2011	\$6,000.00	\$500.00	3-Month LIBOR plus <u>+1.2%</u>
2	July 10, 2012	\$6,000.00	\$500.00	3-Month LIBOR plus <u>+1.2%</u>
3	July 10, 2013	\$6,000.00	\$500.00	3-Month LIBOR plus <u>+1.2%</u>
4	July 10, 2014	\$6,000.00	\$500.00	3-Month LIBOR plus <u>+1.2%</u>
5	July 10, 2015	\$6,000.00	\$500.00	3-Month LIBOR plus <u>+1.2%</u>
6	July 10, 2016	\$6,000.00	\$500.00	3-Month LIBOR plus <u>+1.2%</u>
7	July 10, 2017	\$6,000.00	\$500.00	3-Month LIBOR plus <u>+1.2%</u>
8	July 10, 2018	\$6,000.00	\$500.00	3-Month LIBOR plus <u>+1.2%</u>
9	July 10, 2019	\$6,000.00	\$500.00	3-Month LIBOR plus <u>+1.2%</u>
10	June 10, 2020	\$3,000.00	\$250.00	3-Month LIBOR plus <u>+1.2%</u>
Total Principal Amount		\$57,000.00	N/A	

MONTHLY PRINCIPAL PAYMENT SCHEDULE

Section 108 Loan Program
 Monthly Repayment Schedule
 Kiddie Haven Pre-School, Inc.

	Monthly Principal Payment	Principal Balance	
Beginning Balance		\$57,000	
July 10, 2010	\$500	\$56,500	
August 10, 2010	\$500	\$56,000	
September 10, 2010	\$500	\$55,500	
October 10, 2010	\$500	\$55,000	
November 10, 2010	\$500	\$54,500	
December 10, 2010	\$500	\$54,000	
January 10, 2011	\$500	\$53,500	
February 10, 2011	\$500	\$53,000	
March 10, 2011	\$500	\$52,500	
April 10, 2011	\$500	\$52,000	
May 10, 2011	\$500	\$51,500	
End Year 1			
June 10, 2011	\$500	\$51,000	\$6,000
July 10, 2011	\$500	\$50,500	
August 10, 2011	\$500	\$50,000	
September 10, 2011	\$500	\$49,500	
October 10, 2011	\$500	\$49,000	
November 10, 2011	\$500	\$48,500	
December 10, 2011	\$500	\$48,000	
January 10, 2012	\$500	\$47,500	
February 10, 2012	\$500	\$47,000	
March 10, 2012	\$500	\$46,500	
April 10, 2012	\$500	\$46,000	
May 10, 2012	\$500	\$45,500	
End Year 2			
June 10, 2012	\$500	\$45,000	\$6,000
July 10, 2012	\$500	\$44,500	
August 10, 2012	\$500	\$44,000	
September 10, 2012	\$500	\$43,500	
October 10, 2012	\$500	\$43,000	
November 10, 2012	\$500	\$42,500	
December 10, 2012	\$500	\$42,000	
January 10, 2013	\$500	\$41,500	
February 10, 2013	\$500	\$41,000	
March 10, 2013	\$500	\$40,500	
April 10, 2013	\$500	\$40,000	
May 10, 2013	\$500	\$39,500	

End Year				
3	June 10, 2013	\$500	\$39,000	\$6,000
	July 10, 2013	\$500	\$38,500	
	August 10, 2013	\$500	\$38,000	
	September 10, 2013	\$500	\$37,500	
	October 10, 2013	\$500	\$37,000	
	November 10, 2013	\$500	\$36,500	
	December 10, 2013	\$500	\$36,000	
	January 10, 2014	\$500	\$35,500	
	February 10, 2014	\$500	\$35,000	
	March 10, 2014	\$500	\$34,500	
	April 10, 2014	\$500	\$34,000	
	May 10, 2014	\$500	\$33,500	
End Year				
4	June 10, 2014	\$500	\$33,000	\$6,000
	July 10, 2014	\$500	\$32,500	
	August 10, 2014	\$500	\$32,000	
	September 10, 2014	\$500	\$31,500	
	October 10, 2014	\$500	\$31,000	
	November 10, 2014	\$500	\$30,500	
	December 10, 2014	\$500	\$30,000	
	January 10, 2015	\$500	\$29,500	
	February 10, 2015	\$500	\$29,000	
	March 10, 2015	\$500	\$28,500	
	April 10, 2015	\$500	\$28,000	
	May 10, 2015	\$500	\$27,500	
End Year				
5	June 10, 2015	\$500	\$27,000	\$6,000
	July 10, 2015	\$500	\$26,500	
	August 10, 2015	\$500	\$26,000	
	September 10, 2015	\$500	\$25,500	
	October 10, 2015	\$500	\$25,000	
	November 10, 2015	\$500	\$24,500	
	December 10, 2015	\$500	\$24,000	
	January 10, 2016	\$500	\$23,500	
	February 10, 2016	\$500	\$23,000	
	March 10, 2016	\$500	\$22,500	
	April 10, 2016	\$500	\$22,000	
	May 10, 2016	\$500	\$21,500	
End Year				
6	June 10, 2016	\$500	\$21,000	\$6,000
	July 10, 2016	\$500	\$20,500	
	August 10, 2016	\$500	\$20,000	
	September 10, 2016	\$500	\$19,500	
	October 10, 2016	\$500	\$19,000	
	November 10, 2016	\$500	\$18,500	
	December 10, 2016	\$500	\$18,000	
	January 10, 2017	\$500	\$17,500	

	February 10, 2017	\$500	\$17,000	
	March 10, 2017	\$500	\$16,500	
	April 10, 2017	\$500	\$16,000	
	May 10, 2017	\$500	\$15,500	
End Year				
7	June 10, 2017	\$500	\$15,000	\$6,000
	July 10, 2017	\$500	\$14,500	
	August 10, 2017	\$500	\$14,000	
	September 10, 2017	\$500	\$13,500	
	October 10, 2017	\$500	\$13,000	
	November 10, 2017	\$500	\$12,500	
	December 10, 2017	\$500	\$12,000	
	January 10, 2018	\$500	\$11,500	
	February 10, 2018	\$500	\$11,000	
	March 10, 2018	\$500	\$10,500	
	April 10, 2018	\$500	\$10,000	
	May 10, 2018	\$500	\$9,500	
End Year				
8	June 10, 2018	\$500	\$9,000	\$6,000
	July 10, 2018	\$500	\$8,500	
	August 10, 2018	\$500	\$8,000	
	September 10, 2018	\$500	\$7,500	
	October 10, 2018	\$500	\$7,000	
	November 10, 2018	\$500	\$6,500	
	December 10, 2018	\$500	\$6,000	
	January 10, 2019	\$500	\$5,500	
	February 10, 2019	\$500	\$5,000	
	March 10, 2019	\$500	\$4,500	
	April 10, 2019	\$500	\$4,000	
	May 10, 2019	\$500	\$3,500	
End Year				
9	June 10, 2019	\$500	\$3,000	\$6,000
	July 10, 2019	\$250	\$2,750	
	August 10, 2019	\$250	\$2,500	
	September 10, 2019	\$250	\$2,250	
	October 10, 2019	\$250	\$2,000	
	November 10, 2019	\$250	\$1,750	
	December 10, 2019	\$250	\$1,500	
	January 10, 2020	\$250	\$1,250	
	February 10, 2020	\$250	\$1,000	
	March 10, 2020	\$250	\$750	
	April 10, 2020	\$250	\$500	
	May 10, 2020	\$250	\$250	
End Year				
10	June 10, 2020	\$250	\$0	\$3,000
	(Maturity Date)			

\$57,000

**SECTION 108 LOAN PROGRAM AGREEMENT
BETWEEN PALM BEACH COUNTY AND
KIDDIE HAVEN PRE-SCHOOL, INC.**

THIS AGREEMENT is made as of the 12th day of May, 2010 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, herein referred to as COUNTY, and **Kiddie Haven Pre-School, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as COMPANY, whose physical address is **2783 Gulfstream Road, Palm Springs, FL 33461** and whose Federal I.D. number is **650880753**.

WITNESSETH:

WHEREAS, the COUNTY is administering various Section 108 Loan Programs under the Rules and Regulations of the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"); and

WHEREAS, the COUNTY and the COMPANY are required to follow such Rules and Regulations of HUD and the national purpose of the program which is to eliminate slums or blight or provide job opportunities to persons of low and moderate income or provide for an urgent need as defined by HUD; and

WHEREAS, the COUNTY has determined that the Section 108 loan is an eligible loan to the COMPANY under CFR 570.201, 570.203(b) and 570.703 (i)(1); and

WHEREAS, COUNTY intends to grant financing to COMPANY in the amount of Fifty Seven Thousand Dollars (\$57,000) subject to the terms and conditions outlined in the loan commitment dated January 19, 2010, as well as the Loan Documents which include, but are not limited to the Section 108 Promissory Note, the Loan Agreement, the Mortgage and Security Agreement with Assignment of Leases and Rents, the Guaranty Agreement, UCC-1 Financing Statements and all other documents required by the Loan Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

Anti-Piracy Provisions

The COMPANY hereby certifies that it is in compliance with Section 105H of U.S.C. 5305 and 24 CFR 570.210 and 570.482 and 507.506 in that the Section 108 Loan will not cause the COMPANY to locate a facility, plant or operation, including the expansion of a business that will result in the loss of jobs from one Labor Market Area to another.

Benefit to Persons of Low and Moderate Income

The COMPANY shall be in compliance with 24CFR 570.208 (b) (4) in that it shall make a good faith effort to hire 51% of its new employees from the low and moderate income labor pool. The definition of low and moderate-income persons shall be a family whose income is below or at 80% of median income as established by HUD and as published by www.huduser.org. The COMPANY has the option to enter into an In House Recruitment Agreement with The Workforce Alliance, Inc., in the form attached hereto as Exhibit B, or to hire the COMPANY's new employees directly. However, independently of what means the COMPANY uses to recruit its new employees, the COMPANY shall conduct a survey of all job applicants to determine the level of household income using the form attached hereto and made a part hereof as Exhibit C. Each year or as requested by the COUNTY, the COMPANY shall report its achievements to the COUNTY on the forms attached hereto and made a part hereof as Exhibit A and Exhibit C. Further, the COMPANY shall permit the COUNTY to investigate its books and payroll records and interview employees to ensure that the information contained in the reports is true and correct. The amount of low and moderate-income jobs to be created shall be 51% of the number of new employees. When the agreed upon number of low and moderate income employees has been achieved, the COMPANY shall have satisfied this Section.

Job Creation

In compliance with 24 CFR 570.209(b)(1) the COMPANY agrees to make a good faith effort to create one new full time equivalent (FTE) job per \$9,500 of HUD assistance within five (5) years, totaling six (6) new FTE jobs. Fifty-one percent (51%) or four (4) job positions shall be offered to persons of low to moderate-income, as per HUD guidelines and as per the above Section. Year 1 shall begin on the date of closing of the Section 108 Loan. A new FTE job shall be a position that requires employment for a minimum of 40 hours per week or 2,080 hours annually. A FTE job may include permanent, salaried part-time employees whose hours total 2,080 hours annually.

Job Audit

The COMPANY shall report its compliance with the job creation requirement by submitting an Annual Report certified by the Payroll Officer or Lead Accountant as shown in Exhibit A and Exhibit C of this Agreement attached hereto and made a part hereof. The Annual Report shall be submitted to the COUNTY (attn: Palm Beach County Economic Development Office). COMPANY will be informed by the COUNTY when the COUNTY has made the determination that there are deficiencies with the audit. Under these circumstances, the COMPANY shall resolve the identified deficiencies. Upon receipt by the COUNTY from COMPANY of the appropriate documentation, processing of the audit may proceed. Further, the COMPANY shall permit the COUNTY to investigate its books and records and interview employees to ensure compliance with this provision. When the COMPANY has achieved its job goals, it shall have satisfied this requirement.

Inspection

Upon ten (10) business days notice and at any time during normal business hours and as often as the COUNTY deems necessary, there shall be made available by COMPANY to the COUNTY for examination, all its records with respect to all matters covered by this Agreement. The COUNTY reserves the right to require copies of such records and/or to conduct an inspection of COMPANY'S records regarding performance measures at any time for any period covered by this Agreement.

GENERAL CONDITIONS

Employee: Bona Fide

COMPANY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for COMPANY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for COMPANY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Non-discrimination

COMPANY agrees that no person shall on the grounds of race, color, disability, national origin, religion, age, familial status, sex or sexual orientation, gender identity or expression, be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement.

Worker's Compensation & Employer's Liability

COMPANY shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Convicted Vendor List

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, COMPANY certifies that it, and its affiliates who will perform hereunder, have not been placed on the Convicted Vendor List maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date of execution of this Agreement by the COUNTY. This notice is required by F.S. 287.133(3)(a).

Florida Department of Management Services, Division of Purchasing
4050 Esplanade Way, Tallahassee, FL 32399-0950
(850) 488-8440

http://dms.myflorida.com/dms/purchasing/convicted_suspended_discriminatory_vendor_lists/convicted_vendor_list

Successors & Assigns

The COUNTY and COMPANY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor COMPANY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and COMPANY.

Material Change of Circumstances

COMPANY shall immediately notify the COUNTY of any material change of circumstances of COMPANY'S business operations in Palm Beach County. For the purposes hereof, material change of circumstance shall include, but not be limited to, the failure of COMPANY to diligently and actively pursue fulfillment of the terms hereof, the sale or transfer of COMPANY'S assets for the benefit of creditors, the suspension, closing or cessation of operation of COMPANY, voluntary or involuntary bankruptcy or an assignment for the benefit of COMPANY'S creditors. In the event of a material change of circumstances, the COUNTY shall have the right to terminate this Agreement, whereupon the COUNTY shall have no further obligation to COMPANY under this Agreement.

Entire Agreement Between Parties

The COUNTY and COMPANY agree that this Agreement and all attachments hereto including but not limited to the Loan Documents, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Invalid or Unenforceable Terms

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Remedies

In the event of a Default by the COMPANY, the COUNTY shall consult with HUD as to the appropriate remedy, including acceleration of the principal balance due under the Section 108 loan, including defeasance provisions if applicable. The COMPANY recognizes the authority of HUD in this matter.

Law and Remedy

This Agreement shall be governed by the laws of the State of Florida and the laws of the United States and the Rules and Regulations of HUD. Any and all legal action necessary to enforce the Agreement shall be held in Palm Beach County or such jurisdiction as is established by HUD. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Indemnification and Hold Harmless

The COMPANY agrees to protect, defend, reimburse, indemnify and hold the COUNTY and HUD, its agents, its employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees, and causes of action of every kind and character against and from the COUNTY and HUD, which arise out of this Agreement. COMPANY recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the COUNTY in support of this clause in accordance with the laws of the State of Florida. This Paragraph shall survive the termination of the Agreement.

Assignability

It is recognized by the COUNTY and the COMPANY that this Agreement is part of the closing documents of a Section 108 Loan and the Loan Documents and this Agreement are held in trust for the benefit of HUD, and HUD has the final discretion as to its enforcement.

Notice

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Sherry Howard, Director
Palm Beach County Economic Development Office
P.O. Box 1989
West Palm Beach, Florida 33402-1989

With a copy to:

Dawn Wynn, Senior Assistant County Attorney
Palm Beach County Attorney's Office
301 N. Olive Ave, 6th Floor
West Palm Beach, FL 33401

And if sent to the COMPANY shall be mailed to:

Nancy R. Tirado, Director
Kiddie Haven Pre-School, Inc.
2783 Gulfstream Road
Palm Springs, FL 33461

(REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of COUNTY, and COMPANY has hereunto set its hand the day and year first above written.

WITNESS FOR COUNTY:

[Signature]
Signature
Claudia Lopez
Name (type or print)
Economic Development
Title Specialist

PALM BEACH COUNTY,
FLORIDA BY ITS BOARD OF
COUNTY COMMISSIONERS

By: [Signature]
Robert Weisman
County Administrator

APPROVED AS TO TERMS AND
CONDITIONS:

By: [Signature]
Director, Economic Development

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
Senior Assistant County Attorney

WITNESS FOR COMPANY:

[Signature]
Signature
Nancy R. Tirado
Name (type or print)
Owner / Director
Title

COMPANY:

Kiddie Haven Pre-School
Company Name
[Signature]
Signature
Nancy R. Tirado
Name (type or print)
Owner / Director
Title

COMPANY SEAL
(Seal must be identical to
COMPANY name. If seal is
unavailable, COMPANY must
draw seal. If not applicable, write
N/A.)

**EXHIBIT A
JOB CREATION REPORT**

DATE:

COMPANY: Kiddie Haven Pre-School, Inc.

LOAN CLOSING DATE:

LOAN AMOUNT: \$57,000

NUMBER OF NEW FTE JOBS TO BE CREATED: 6

START DATE: (Date of Closing)

EXPECTED COMPLETION DATE: (Five years after closing date)

Hiring Date	Job Position	# Hours per year	Salary

Total New Jobs; _____

Certified by: (Name)

Title:

Signature:

EXHIBIT B



In House Recruitment Agreement

Date: _____ Employer/Company Name: _____

Employer Contact Name: _____ Phone: _____

Company Address: _____
Street City State Zip

Please read this In House Recruitment (IHR) Agreement carefully as it contains information about the IHR event(s) you have or will request. You will be asked to sign a new Agreement once every twelve (12) months. Future access to IHR services will not be initiated until you have returned this acknowledgement confirming your acceptance of its terms and conditions.

Workforce Alliance agrees to provide the employer with:

- Recruiting/Interviewing space at the INSERT OFFICE Office.
- The opportunity to book up to two (2) select hiring events per office in any one (1) business week. Regionally the total IHR events booked cannot exceed six (6) in any one (1) business week.
- An internally posted promotional flyer three (3) or more days prior to the scheduled IHR event.
- A candidate file search for the IHR event based on specific job order criteria.
- Access to walk-in candidates-at employer discretion. Do you wish to see walk-in candidates? Yes No
- A staff member to coordinate interviews.
 - o Staff member: _____ Phone: _____
- A copy of the event job seeker sign-in sheet.

The employer agrees to provide Workforce Alliance with:

- A specific job order for each vacant position at least five (5) business days in advance of the scheduled event.
 - o Note: Scheduling the event with a minimum of five (5) business days notice will allow staff to properly file search and market your event. Events may be scheduled with fewer than five (5) business days notice but they will result in fewer "scheduled" and walk-in candidates as all job fair activities may not be completed.
- Information on any special event requirements of needs.
- At least one (1) business days notice to cancel or reschedule an event.
Contact: _____
- Assurance that the employer will stay for the entire length of the scheduled IHR event.
- Specific hire information on each candidate hired no later than fifteen (15) business days following the IHR event. Reasonable extensions to the fifteen (15) day deadline may be requested.
- Hire Information includes each of the following:
 - o Candidates Name & Social Security Number (The new hires name and last four digits of the SSN are acceptable)
 - o Starting Wage/Salary

Workforce Alliance reserves the right to restrict employer access to future IHR events should the employer elect not to comply with any or all of these requests. Please sign below to acknowledge that you understand and agree to the terms and conditions outlined above.

Employer Representative's Signature _____ Date _____
Workforce Alliance Representative's Signature _____ Date _____

Workforce Alliance, Inc., Business Services Division
1951 North Military Trail, Ste. D
West Palm Beach, FL 33409
(561) 340-1060

**EXHIBIT C
SURVEY FORM**

Project Location: Palm Springs, FL

Family Income Survey for Kiddie Haven Pre-School's Section 108 Loan

Name: _____ Date: _____

Kiddie Haven Pre-School is a recipient of a Section 108 Federal Loan from the U.S. Housing and Urban Development (HUD) Department through Palm Beach County and it is required by Federal Law to maintain the following information on all applicants and hires. This information will not affect the consideration of your resume/application for employment. This form will be processed separately from your resume/application. We appreciate your cooperation.

Position applied for: _____

Gender: _____ Female _____ Male

Address: _____

Ethnic Category (as defined by the U.S. Equal Employment Opportunity Commission)

- White (Not Hispanic or Latino):**
Persons having origins in any of the original peoples of Europe, North Africa or the Middle East.
- Black or African American (Not Hispanic or Latino):**
Persons having origins in any of the Black racial groups of Africa.
- Hispanic or Latino:**
Persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino):**
Persons having origins in any of the original peoples of the Hawaii, Guam, Samoa or other Pacific Islands.
- Asian (Not Hispanic or Latino):**
Persons having origins in any of the original peoples of the Far East, Southeast Asia or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- American Indian or Alaska Native (Not Hispanic or Latino):**
Persons having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment.
- Two or Races (Not Hispanic or Latino):**
Persons who identify with more than one of the above five races.

Circle the appropriate answers:

1. Are you head of household? YES or NO

2. Number of household members: 1 2 3 4 5 6 7 8 more
 than 8

3. Based on household members, indicate (circle) the annual household (family) income:

No. Persons Living in the House	ANNUAL HOUSEHOLD (FAMILY) INCOME		
1 Member	\$0 - \$15,800	\$15,801 - \$26,400	\$26,401 - \$42,200
2 Members	\$0 - \$18,100	\$18,101 - \$30,150	\$30,151 - \$48,250
3 Members	\$ 0 - \$20,350	\$20,351 - \$33,950	\$33,951 - \$54,250
4 Members	\$ 0 - \$22,600	\$22,601 - \$37,700	\$37,701 - \$60,300
5 Members	\$0 - \$24,400	\$24,401 - \$40,700	\$40,701 - \$65,100
6 Members	\$0 - \$26,200	\$26,201 - \$43,750	\$43,751 - \$69,950
7 Members	\$0 - \$28,000	\$28,001 - \$46,750	\$46,751 - \$74,750
8 Members	\$ 0 - \$29,850	\$29,851 - \$49,750	\$49,751 - \$79,600

"Any false statements made knowingly and willfully may subject the signer to penalties under Section 1001 and 1010 of Title 18 of the United States Code."

Signature _____ Date: _____

GUARANTY AGREEMENT

FOR VALUE RECEIVED and to induce **Palm Beach County, Florida**, a political subdivision of the State of Florida, with an address of 301 N. Olive Avenue, Suite 601, West Palm Beach, Florida 33401 ("Lender") to make a loan in the total principal amount of FIFTY SEVEN THOUSAND AND 00/100 DOLLARS (\$57,000.00) to **Kiddie Haven Pre-School, Inc.**, a Florida corporation with a business address of 2783 Gulfstream Road, Palm Springs, Florida 33461 (the "Borrower"), the undersigned jointly and severally, irrevocably and unconditionally guarantee to Lender, its successors and assigns:

The due performance and prompt payment, whether at maturity or by acceleration or otherwise, of all of the present and future debts, liabilities and/or obligations of the Borrower to Lender (collectively "Borrower's Debt"), together with interest on the Borrower's Debt, and all legal and other costs or expenses paid or incurred by Lender in the enforcement thereof against the Borrower or the undersigned.

To indemnify Lender against loss, cost or expense caused by the assertion by the Borrower of any defense to the Borrower's Debts or other obligations or the assertion by the undersigned of any defense to the undersigned's obligations thereunder. The undersigned waives any right or claim of right to cause a marshaling of the Borrower's assets or to cause Lender to proceed against any of the security for the Borrower's Debt or for the obligations guaranteed thereby before proceeding against the undersigned; we agree that any payments required to be made by the Borrower hereunder shall become due on demand immediately upon the happening of any Event of Default under the Note of the Borrower, dated the date hereof (the "Note"), the Loan and Security Agreement, dated the date hereof (the "Loan Agreement"), entered into between the Borrower and Lender, and without presentment to the Borrower, demand for payment or protest thereof, or notice of nonpayment or protest thereof.

Liability hereunder shall be unaffected by (i) any amendment or modification of the provisions of any instrument, made to or with the undersigned by the Borrower or other persons, including but not limited to the extension of the time of any payment; (ii) any sale, assignment or foreclosure of any of the property securing Borrower's Debt; (iii) any exculpatory provision in any instruments limiting Lender's recourse to property encumbered by the Borrower's Debt or to any other security, or limiting Lender's rights to a deficiency judgment against the Borrower; (iv) the release of the Borrower or any other persons from performance or observance of any of the agreements, covenants, terms or conditions contained in any of said instruments by operation of law or otherwise; (v) the release in whole or in part of any security for the Borrower's Debt; or (vi) Lender's failure to file any UCC financing statements (or Lender's improper recording or filing of any thereof) or to otherwise perfect, protect, secure or insure any security interest or lien given as security for the Borrower's Debt; and in any such case, whether with or without notice to the undersigned and with or without consideration.

The undersigned fully understand that this Guaranty is a continuing Guaranty; that it applies to all future debts, liabilities and obligations of the Borrower, as well as those now

outstanding and to those made on or about the date of this Guaranty. The undersigned has the right to terminate the continuing nature of this Guaranty at any time upon written notification to Lender by certified or registered mail, return receipt requested. Termination shall apply only to debts incurred by the Borrower after written notice of termination is received by Lender and shall not apply to or affect my responsibility under this Guaranty for all of the Borrower's Debts existing as of the date the notice is received.

No delay on Lender's part in exercising any right, power or privilege under any instrument securing the Borrower's Debt or this Guaranty, or any other document made to or with Lender by the Borrower shall operate as a waiver of any such privilege, power or right.

This Guaranty cannot be modified orally. This Guaranty is a personal obligation of each of the undersigned. We have been advised by counsel of our choosing as to the nature and consequences of the liabilities undertaken pursuant to the terms hereof.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty Agreement on the 12th day of May, 2010.



Nancy R. Tirado



Pedro W. Tirado

ENVIRONMENTAL INDEMNITY AGREEMENT

THIS ENVIRONMENTAL INDEMNITY AGREEMENT is made as of the 12th day of May, 2010 by and among **Kiddie Haven Pre-School, Inc.**, a Florida corporation with an address of 2783 Gulfstream Road, Palm Springs, Florida 33461 (hereinafter called the "Borrower"); **Nancy R. Tirado and Pedro W. Tirado**, individuals with an address of 4653 Spruce Lane, Palm Beach Gardens, Florida 33418 ("Individual Guarantors"); (Borrower and Individual Guarantors hereinafter collectively called the "Indemnitor") and **Palm Beach County, Florida**, a political subdivision of the State of Florida, with an address of 301 N. Olive Avenue, 10th Floor, West Palm Beach, Florida 33401 (hereinafter called "Lender").

RECITALS:

A. Borrower owns a certain parcel of real property situated at 2783 Gulfstream Road, Palm Springs, Florida 33461 as more particularly described on Schedule A attached hereto (collectively, the "Land"), and certain buildings, structures and other improvements now or at any time hereafter located on the Land and all rights, privileges, easements, hereditaments and appurtenances thereunto relating or appertaining and all fixtures and equipment required for the operation thereof (collectively, the "Improvements"). The Improvements and the Land on all of the referenced properties are hereinafter collectively called the "Properties".

B. Borrower has applied to Lender for a certain U.S. Department of Housing and Urban Development ("HUD") Section 108 loan in the principal amount of FIFTY SEVEN THOUSAND AND 00/100 DOLLARS (\$57,000.00) (the "Loan").

D. Lender is willing to provide the Loan on the condition, inter alia, that Borrower and Indemnitor enter into this Indemnity Agreement to set forth certain representations, warranties and agreements made herein by Borrower and Indemnitor in favor of and for the benefit of Lender and to evidence and confirm the express intent, understanding and agreement of Indemnitor and Lender that these representations, warranties and agreements survive the satisfaction, foreclosure, delivery of a deed in lieu of foreclosure, execution, termination or cancellation of the security agreements securing the Loan to the Properties as set forth in any of the Loan Documents (as defined in the Loan and Security Agreement dated the date hereof) for whatever reason.

E. In order to induce Lender to make the Loan, Borrower and Indemnitor are each willing to enter into this Environmental Indemnity Agreement.

NOW, THEREFORE, in consideration of the promises expressed above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Guarantor make the following representations, warranties and agreements in favor of and for the benefit of Lender:

1 Covenants.

(a) Without limiting the generality of any provision herein or in any of the Loan Documents, Indemnitor hereby represents and warrants to Lender that neither Indemnitor, nor to the best knowledge and belief of Indemnitor, any previous owner or user of the Properties or adjacent property has used, generated, stored or disposed of in violation of any Environmental Law (as defined below) in, on, under, around or above the Properties or any adjacent property, any Hazardous Material (defined herein as flammable explosives, radioactive materials, solid waste, hazardous substances, hazardous waste, hazardous materials, asbestos containing materials, petroleum or any fraction thereof, pollutants, irritants, contaminants, toxic substances, or any other materials respectively defined as such in, or regulated by, any applicable Environmental Law), that, to the best knowledge and belief of Indemnitor, the Properties are not currently in violation of any Environmental Law (defined herein as any federal, state or local law, regulation or ordinance, as each may be validly interpreted and applied by the appropriate governmental entity, governing any Hazardous Material for the protection of human health, safety or the environment, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 and the Emergency Planning and Community Right-to-Know Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Air Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act and the Oil Pollution Act of 1990).

(b) Indemnitor shall keep and maintain, and Indemnitor shall cause each and every one of the tenants and any other persons present on or occupying the Properties (collectively, the "Tenants"), employees, agents, contractors and subcontractors of Indemnitor and Tenants, to keep and maintain the Properties, including, without limitation, the soil and ground water thereof, in compliance with, and not cause or knowingly permit the Properties, including the soil and ground water thereof, to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions thereon (including, but not limited to, any Environmental Law).

(c) Neither Indemnitor nor Tenants nor any employees, agents, contractors and subcontractors of Indemnitor or Tenants or any other persons occupying or present on the Properties shall (i) use, generate, manufacture, store or dispose on, under or about the Properties or transport to or from the Properties any Hazardous Material, except as such may be required to be used, stored, or transported in connection with the permitted uses of the Properties and then only to the extent permitted by law after obtaining all necessary permits and licenses therefor; or (ii) perform, cause to be performed or permit any fill activities or other acts which would in any way destroy, eliminate, alter, obstruct, interfere with, or otherwise affect any Wetlands, as defined in 33 C.F.R. Section 328.3 and in any comparable state and local law, statute, ordinances, rule or regulation ("Wetlands"), in violation of any federal, state or local laws, statutes, ordinances, rules or regulations pertaining to such Wetlands ("Wetlands Law").

(d) Indemnitor further represents and warrants to Lender that to the best of its knowledge:

(1) Underground storage tanks are not and have not been located on the Properties.

(2) All Environmental Permits (hereinafter defined) applicable to the Properties have been obtained and are in full force and effect. "Environmental Permits" mean all permits, licenses, permits, approvals, authorizations, consents or registrations required by any applicable Environmental Laws in connection with the ownership, lease, purchase, transfer, closure, use and/or operation of the Properties and/or operation of the Properties for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials.

(3) No event has occurred with respect to the Properties which, with the passage of time or the giving of notice, or both, would constitute a violation of any applicable Environmental Law or non-compliance with any Environmental Permit, except as set forth in the Environmental Reports.

(4) There are no agreements, consent orders, decrees, judgments, license or permit conditions or other orders or directives of any federal, state or local court, governmental agency or authority relating to the past, present or future ownership, use, operation, sale, transfer or conveyance of the Properties which require any change in the present condition of the Properties or any work, repairs, construction, containment, clean up, investigations, studies, removal or other remedial action or capital expenditures with respect to the Properties.

(5) There are no actions, suits, claims or proceedings, pending or threatened, which could cause the incurrence of expenses or costs of any name or description or which seek money damages, injunctive relief, remedial action or any other remedy that arise out of, relate to or result from (i) a violation or alleged violation with respect to the Properties of any applicable Environmental Law or non-compliance or alleged non-compliance with any Environmental Permit, (ii) the presence of any Hazardous Material or a release or the threat of a release of any Hazardous Material on, at or from the Properties or any property adjacent to or within the immediate vicinity of the Properties or (iii) human exposure to any Hazardous Material, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Properties or the ownership, use, operation, sale, transfer or conveyance thereof.

(e) Indemnitor shall immediately advise Lender in writing of: (i) any notices (whether such notices are received from the Environmental Protection Agency, or any other federal, state or local governmental agency or regional office thereof) of violation or potential violation which are received by Indemnitor of any applicable federal, state or local laws, ordinances, or regulations relating to any Environmental Law or any Wetlands Law; (ii) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Indemnitor or the Properties pursuant to any Environmental Law or Wetlands Law; (iii) all claims made or threatened by any third party against Indemnitor or the Properties relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Environmental Law or Wetlands Law (the matters set forth in clauses (i), (ii) and (iii) above are hereinafter referred to as "Environmental or Wetlands Claims"); and (iv) discovery by

Indemnitor of any occurrence or condition on any real property adjoining or in the vicinity of the Properties that could cause the Properties or any part thereof to be classified as in violation of any Environmental Law or Wetlands Law or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Properties under any Environmental Law or Wetlands Law.

(f) Lender shall have the right but not the obligation to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Environmental or Wetlands Claims, and to have its reasonable attorneys' and consultants' fees in connection therewith paid by Indemnitor upon demand.

(g) Except to the extent resulting from Lender's acts or omission after taking possession of the Properties pursuant to Section 14 of the Mortgage, Indemnitor and any guarantor of the Loan shall be responsible for, and each hereby jointly and severally indemnifies and agrees to defend and hold harmless Lender, its directors, officers, employees, agents, successors and assigns and any other person or entity claiming by, through, or under Lender, from and against, any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence (whether prior to or during the term of the loan secured by the Mortgages) of Hazardous Materials on, under or about the Properties (whether by Indemnitor or a predecessor in title or any Tenants, employees, agents, contractors or subcontractors of Indemnitor or any predecessor in title or any third persons at any time occupying or present on the Properties), including, without limitation: (i) all consequential damages; (ii) the cost of any required or necessary repair, cleanup or detoxification of the Properties, including the soil and ground water thereof, and the preparation and implementation of any closure, remedial or other required plans, (iii) damage to any Wetlands or natural resources; and (iv) all reasonable costs and expenses incurred by Lender in connection with clauses (i), (ii), and (iii), including but not limited to reasonable attorneys' and consultants' fees; provided, however, that nothing contained in this paragraph shall be deemed to create or give any rights to any person other than Lender and its successors and assigns, it being intended that there shall be no third party beneficiary of such provisions, or preclude Indemnitor from seeking indemnification from, or otherwise proceeding against, any third party including, without limitation, any tenant or predecessor entitled to the Properties.

(h) Any costs or expenses reasonably incurred by Lender for which Indemnitor is responsible or for which Indemnitor has indemnified Lender shall be paid to Lender on demand, and failing prompt reimbursement, shall earn interest at the default rate of interest set forth in the Loan Documents (the "Default Rate").

(i) Indemnitor shall take or cause to be taken any and all remedial action in response to the presence of any Hazardous Materials or Wetlands on, under, or about the Properties, required pursuant to any settlement agreement, consent decree or other governmental proceeding; furthermore, Indemnitor shall take such additional steps as may be necessary to preserve the value of Lender's security under the Loan Documents.

(j) Upon Lender's request, based upon a reasonable belief by Lender of a change in the status of the Properties, Indemnitor shall retain, at Indemnitor's sole cost and expense, a licensed geologist, industrial hygienist or an environmental consultant (referred to hereinafter as the "Consultant") acceptable to Lender to conduct a baseline investigation of the Properties for the presence of Hazardous Materials or Wetlands ("Environmental Audit"). The Environmental Audit shall be performed in a manner reasonably calculated to discover the presence of Hazardous Materials or Wetlands contamination; provided, however, such investigation shall be of a scope and intensity no greater than a baseline investigation conducted in accordance with the general standards of persons providing such services taking into consideration the known uses of the Properties and properties in the vicinity of the Properties and any factors unique to the Properties. The Consultant shall concurrently deliver the results of its investigation in writing directly to Indemnitor and Lender. Such results shall be kept confidential by both Indemnitor and Lender unless legally compelled or required to disclose such results or disclosure is reasonably required in order to pursue rights or remedies provided herein or at law.

(k) If Indemnitor fails to pay for or obtain an Environmental Audit as provided for herein, Lender may, but shall not be obligated to, obtain the Environmental Audit, whereupon Indemnitor shall immediately reimburse Lender all its costs and expenses in so doing, together with interest on such sums at the Default Rate.

(l) Indemnitor covenants to reasonably cooperate with the Consultant and to allow entry and reasonable access to all portions of the Properties for the purpose of Consultant's investigation. Indemnitor covenants to comply, at its sole cost and expense, with all recommendations contained in the Environmental Audit reasonably required to bring the Properties into compliance with all Environmental Laws and Wetlands Law, including any recommendation for additional testing and studies to detect the quantity and types of Hazardous Materials or Wetlands present, if Lender requires the implementation of the same.

2. Notices. Except for any notice required under applicable law to be given in another manner, any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (i) if hand delivered or if sent by telecopy, effective upon receipt or (ii) if delivered by overnight courier service, effective on the first business day following delivery to such courier service, or (iii) if mailed by United States registered or certified mail, postage prepaid, return receipt requested, effective two (2) days after deposit in the United States mails, addressed in each case to a party hereto at the address set forth at the beginning of this agreement or at such other address or to such other addressee as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice

3. Survival. Notwithstanding anything in this Indemnity Agreement, the Collateral Security Agreement or any of the other Loan Documents to the contrary, the representations and undertakings of Indemnitor in this Indemnity Agreement shall survive the expiration, satisfaction, foreclosure, or other termination of the Collateral Security Agreement and the other Loan Documents, and the repayment of the debt secured thereby, regardless of the means of such

expiration, termination or repayment provided, however, the indemnification and obligations herein shall not apply to events first occurring after Lender forecloses or takes title to the Properties by deed in lieu of foreclosure. No release of the Collateral Security Agreement or any of the other Loan Documents shall be deemed to effect a release of this Indemnity Agreement, but rather, this Indemnity Agreement shall be released and canceled only by a separate, specific, written release of this Indemnity Agreement. The liability of the Indemnitor to the Lender hereunder shall in no way be limited, abridged, impaired or otherwise affected by (i) any amendment or modification of the Loan Documents by or for the benefit of the Indemnitor or any subsequent owner of the Properties, (ii) any extensions of time for payment or performance required by any of the Loan Documents, (iii) the release of the Indemnitor of the Loan, or any other person from the performance or observance of any of the agreements, covenants, terms or conditions contained in any of the Loan Documents or this Agreement by operation of law, Lender's voluntary act or otherwise, (iv) the invalidity or unenforceability of any of the terms or provisions of the Loan Documents, (v) any exculpatory provision contained in any of the Loan Documents limiting Lender's recourse to Properties encumbered by the Collateral Security Agreements or to any other security or limiting Lender's rights to a deficiency judgment against Indemnitor, (vi) any applicable statute of limitations, (vii) any investigation or inquiry conducted by or on the behalf of Lender or any information which Lender may have or obtain with respect to the environmental or ecological condition of the Properties, (viii) the sale, assignment or foreclosure of the Note or the Collateral Security Agreements evidencing and securing the Loan, respectively, (ix) the sale, transfer or conveyance of all or part of the Properties, (x) the dissolution and liquidation of the Indemnitor (xi) the release or discharge, in whole or in part, of the Indemnitor or Guarantor in any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding or (xii) any other circumstances which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of Indemnitor under the Loan Documents or this Agreement.

4. Successors and Assigns. The provisions contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.


5. Governing Law. This agreement shall be governed by the laws of the State of Florida.

SIGNATURE PAGE FOLLOWS

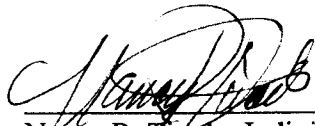
IN WITNESS WHEREOF, Indemnitor has caused this Indemnity Agreement to be duly executed and delivered as of the date set forth above.

INDEMNITOR:

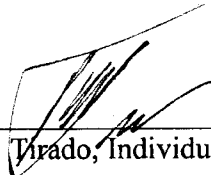
KIDDIE HAVEN PRE-SCHOOL, INC., a Florida Corporation

By: 

Nancy R. Tirado, President



Nancy R. Tirado, Individually



Pedro W. Tirado, Individually

SCHEDULE A

LEGAL DESCRIPTION

The South 188 feet of the North 325 feet of the West 230 feet of the East 260 feet of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼), in Section 18, Township 44 South, Range 43 East, situate, lying and being in Palm Beach County, Florida.

FURTHER ASSURANCES

On this 12th day of May, 2010, and in consideration of the closing of a certain loan in the amount of FIFTY SEVEN THOUSAND AND 00/100 DOLLARS (\$57,000.00) from Palm Beach County, Florida, a political subdivision of the State of Florida (the "Lender"), to Kiddie Haven Pre-School, Inc., a Florida corporation (the "Borrower"), the undersigned individually covenant and agree as follows:

1. To execute such other documents and assurances as legal counsel to Palm Beach County may require in order to ensure compliance with U.S. Department of Housing and Urban Development requirements and procedures.

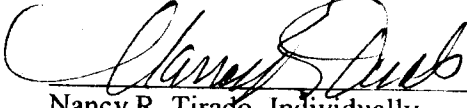
2. To execute all documents necessary to correct any errors or omissions in the documents executed this day in connection with the \$57,000.00 HUD Section 108 Loan to Borrower from Lender.


IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

KIDDIE HAVEN PRE-SCHOOL, INC.

By: 

Nancy R. Tirado, President


Nancy R. Tirado, Individually


Pedro W. Tirado, Individually

HARRIS BEACH PLLC
ATTORNEYS AT LAW

ONE PARK PLACE
300 SOUTH STATE STREET
SYRACUSE, NY 13202
(315) 423-7100

May 12, 2010

Secretary of Housing and Urban Development
451 7th Street, SW
Washington, D.C. 204102

Re: Note No. B-08-UC-12-0004 in the Maximum Commitment Amount of \$57,000.00 to be executed by Palm Beach County, Florida to be guaranteed by the Secretary of Housing and Urban Development ("HUD") under Section 108 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. 5308 ("Section 108")

Dear Secretary:

The undersigned, having members duly licensed and in good standing to practice law in the State of Florida, is legal counsel to Palm Beach County, Florida ("Borrower"). As such, we have represented Borrower regarding that certain Variable/Fixed Rate Note, referred to as Note No. B-08-UC-12-0004 in the Maximum Commitment Amount of \$89,000.00 (the "Note"), to be executed by Borrower payable to the order of the Registered Holder thereof, and to be guaranteed by the Secretary of Housing and Urban Development ("HUD") under Section 108 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. 5308 ("Section 108"). The Note will initially be issued to the interim lender, which will make advances to the Borrower in the amount requested by the Borrower under the Note. HUD's guarantee of the Note will be governed by the Contract for Loan Guarantee Assistance under Section 108 dated _____, 20____, between the Borrower and HUD (the "Contract"), in which the Borrower pledges Community Development Block Grants pursuant to 24 CFR 570.705(b)(2), as well as any other security specified therein, as security for HUD's guarantee. It is anticipated that the Note, as authorized by the Contract, will be included in a future trust created by HUD (together with other Section 108 Notes issued by other borrowers), and participation certificates based on the trust will ultimately be sold in a future public offering by the underwriters selected by HUD.

In our capacity as legal counsel, we have made an examination and investigation of all such matters of fact and questions of law as we consider necessary or advisable to enable us to render the opinion hereafter set forth. Specifically, and without limiting the generality of the foregoing, we have examined:

1. The Amended and Restated Master Fiscal Agency Agreement dated as of May 17, 2000, the Trust Agreement dated as of January 1, 1995, and the form of Supplement to the Trust Agreement.
2. Resolution No. 2009-0725 of the governing body of Borrower, dated May 5, 2009, authorizing Robert Weisman, County Administrator, or his designee, to

execute on behalf of Borrower all documents necessary or desirable to accomplish the transaction (the "Resolution").

3. The Contract.
4. The Note.

Based on the foregoing investigation and authorities, I am of the opinion that:

1. Borrower has authorized in accordance with applicable State and local law, the transaction, including issuance of the Note, the pledge of Community Development Block Grants funds under the Contract, and the execution of all documents necessary or desirable to accomplish the transaction.
2. Borrower has authorized Robert Weisman in his capacity as the County Administrator in accordance with the above-referenced Resolution, to execute the Note and all other documents necessary or desirable to accomplish the transaction.
3. The Note has been duly executed by the aforementioned authorized representative of the Borrower, and upon delivery thereof, due execution of the Guarantee on behalf of HUD, and receipt of the loan proceeds, if any, on behalf of the Borrower, the Note, shall be a valid, binding and enforceable obligation of the Borrower.
4. The pledge of present and future Community Development Block Grants by the Borrower pursuant to 24 CFR 570.705(b)(2) and the Contract remains valid.
5. There is no outstanding, or to my knowledge threatened, action, suit, proceeding, investigation or litigation by or against the Borrower which will affect the validity of the Note or the security therefor.

Very truly yours,

HARRIS BEACH PLLC

Harris Beach PLLC

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM**

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON Katherine M. Davis, Esq.	
B. SEND ACKNOWLEDGEMENT TO: Name Palm Beach County, Economic Development Office Address 301 N. Olive Avenue, 10th Floor Address City/State/Zip West Palm Beach, Florida 33402-1989	

THIS INSTRUMENT IS CERTIFIED TO BE
A TRUE AND CORRECT COPY OF THE ORIGINAL.

EMERGENCY TITLE INC.
Patricia Caswell

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names

1 a ORGANIZATION'S NAME KIDDIE HAVEN PRE-SCHOOL, INC.				
1 b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1 c MAILING ADDRESS Line One 2783 GULFSTREAM ROAD		This space not available		
MAILING ADDRESS Line Two		CITY PALM SPRINGS	STATE FL	POSTAL CODE 33461 COUNTRY USA
1 d TAX ID# 65-0880753	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	1 e TYPE OF ORGANIZATION CORPORATION	1 f JURISDICTION OF ORGANIZATION FLORIDA	1 g ORGANIZATIONAL ID# P98000098410 <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names

2 a ORGANIZATION'S NAME				
2 b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2 c MAILING ADDRESS Line One		This space not available		
MAILING ADDRESS Line Two		CITY	STATE	POSTAL CODE COUNTRY
2 d TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	2 e TYPE OF ORGANIZATION	2 f JURISDICTION OF ORGANIZATION	2 g ORGANIZATIONAL ID# <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3 a ORGANIZATION'S NAME PALM BEACH COUNTY, FLORIDA				
3 b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3 c MAILING ADDRESS Line One P.O. BOX 1989		This space not available		
MAILING ADDRESS Line Two 301 N. OLIVE AVENUE, 10TH FLOOR		CITY WEST PALM BEACH	STATE FL	POSTAL CODE 33401 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All of the property described on Schedules "A" and "B" attached hereto, whether now existing or hereafter acquired, together with any and all additions thereto and replacements and proceeds thereof.

5. ALTERNATE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILIFF/BAILOR
 AG. LIEN NON-UCC FILING SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
 Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

EXHIBIT "A"

DESCRIPTION OF COLLATERAL

DEBTOR: KIDDIE HAVEN PRE-SCHOOL, INC.

SECURED PARTY: PALM BEACH COUNTY, FLORIDA

All rents, royalties, issues, proceeds and profits accruing and to accrue from the Premises as more particularly described in Exhibit "B" attached hereto and made a part hereof;

All buildings and improvements of every kind and description now or hereafter erected or placed on the Premises and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Mortgaged Property (as hereinafter defined) immediately upon the delivery thereof to the Premises, and all fixtures and articles of personal property now or hereafter owned by Debtor and attached to or contained in and used in connection with the Premises, including, without limitation, all furniture, apparatus, machinery, equipment, motors, elevators, fittings, radiators, furnaces, stoves, microwave ovens, awnings, shades, screens, blinds, office equipment, trash and garbage removal equipment, carpeting and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning, conveyor, security, sprinkler and other equipment, and all fixtures and appurtenances thereof; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to such improvements in any manner; it being intended that all the above-described property owned by Debtor and placed by Debtor on the Premises shall, so far as permitted by law, be deemed to be fixtures and a part of the realty; all of the property described in this paragraph is hereinafter sometimes collectively called the "Improvements";

Any and all warranty claims, maintenance contracts and other contract rights, instruments, documents, chattel papers and general intangibles with respect to or arising from the Premises, the Improvements and the balance of the Mortgaged Property, and all cash and non-cash proceeds and products thereof;

All proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including without limitation the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Mortgaged Property, whether or not Debtor obtained insurance pursuant to Secured Party's requirement; and

All awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Mortgaged Property for any taking by eminent domain, either permanent or temporary, of all or any part of the Mortgaged Property or any easement or other appurtenance thereof, including severance and consequential

damage and change in grade of streets and any and all refunds of impositions or other charges relating to the Mortgaged Property.

The property described above is herein called the "Premises" to the extent that such property is realty, and the "Collateral" to the extent that such property is personalty. The Premises and the Collateral are herein collectively called the "Mortgaged Property."

IN ADDITION SECURED PARTY CLAIMS A SECURITY INTEREST IN:

Any and all inventory, accounts receivable, general intangibles, and all accessories, additions, replacements and substitutions relating to any of the foregoing, whether now owned or hereafter acquired and wherever located and the proceeds thereof.

EXHIBIT "B"

LEGAL DESCRIPTION

The South 188 feet of the North 325 feet of the West 230 feet of the East 260 feet of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼), in Section 18, Township 44 South, Range 43 East, situate, lying and being in Palm Beach County, Florida.