

AGREEMENT REGARDING CLAIMS AND OBLIGATIONS

THIS AGREEMENT REGARDING CLAIMS AND OBLIGATIONS (the "Agreement") is made and entered into as of the ~~24th~~^{24th} day of ~~January~~^{MAY}, 2011 (the "Effective Date"), by and between **RON C. CARTER AND JAMES F. NEAL d/b/a MR. FLORIST PLANTS AND THINGS** (the "Creditors") and **BURTON W. WIAND**, as Court-appointed Receiver (the "Receiver") in the action styled *Securities and Exchange Commission v. Arthur Nadel, et al.*, Case No: 8:09-cv-87-T-26TBM (the "Action") (the Creditors and the Receiver are sometimes collectively referred to herein as the "Parties" and each is a "Party").

WITNESSETH

WHEREAS, the United States District Court for the Middle District of Florida, Tampa Division (the "Court"), appointed Burton W. Wiand as Receiver in the Action for a number of entities, including Lime Avenue Enterprises, LLC and, thus the property located at 599 Lime Avenue, Sarasota, Florida 34237 (the "Property") on March 17, 2009. All of the receivership entities and properties in the Action are collectively referred to as the "Receivership Estate."

WHEREAS, the Receivership Estate has certain liabilities outstanding with the Creditors subject to the Creditor's encumbrance, as generally described in Exhibit A.

WHEREAS, the Receiver desires to convey (the "Conveyance") the Property to the Creditors; and

WHEREAS, in consideration of the terms of the conveyance, and with the approval of the Court, the Creditors and the Receiver desire to fully settle any and all claims on the outstanding liabilities and claims involving the Receivership Estate, pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Creditors and the Receiver agree as follows:

OPERATIVE TERMS

Section 1. Contingency. The Creditors and the Receiver understand and agree that the obligations of the Parties to perform as set forth in this Agreement are contingent upon a final order of the Court approving the Conveyance and this Agreement (the "Contingency").

Section 2. Settlement Proceeds. Upon execution and delivery of this Agreement and satisfaction of the Contingency, and in consideration for the Creditors' execution and delivery of this Agreement, the Receiver agrees that the Creditors shall be entitled to, and will receive from the Receiver title to the property located at 599 Lime Avenue, Sarasota, Florida 34237.

Section 3. Creditors' Release. Upon execution and delivery of this Agreement and in consideration of the Conveyance, as well as satisfaction of the Contingency, the Creditors release, waive and forever discharged the Receiver and the Receivership Estate of and from any and all claims of any and all nature, including but not limited to the proof of claim, real estate mortgage and balloon mortgage note submitted by Creditors which is attached hereto as Exhibit A.

Section 4. Costs and Fees. To the extent not described in this Agreement, each Party shall bear its or his own costs, attorney's fees, and other expenses.

Section 5. Notices. Any notice, request, information or other document to be given hereunder to any Parties by any other party shall be in writing and shall have been deemed to have been given (i) when personally delivered, sent by facsimile (with hard copy to follow) or sent by reputable overnight express courier (charges prepaid), or (ii) five (5) days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another is specified in writing, notices, demands and communications to the Receiver and The Bank shall be sent to the addresses indicated below:

(a) If intended for the Receiver:

Burton W. Wiand, Receiver
3000 Bayport Drive, Suite 600
Tampa, Florida 33607
Attention: Jeffrey C. Rizzo

(b) If intended for the Creditors:

Ron C. Carter
James F. Neal
599 Lime Avenue
Sarasota, Florida 34237

Any Party may change the address to which notices hereunder are to be sent by giving written notice of such change of address as provided above.

Section 6. Entire Agreement; Amendments. This Agreement and the instruments delivered pursuant hereto constitute the entire agreement between the Parties hereto and supersede all prior written agreements and understanding, oral or written, between the Parties relating to the subject matter hereof. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the Party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. This Agreement, although initially drawn by one of the Parties hereto, shall not be construed for or against either party as a result thereof in any dispute pertaining to this contemplated hereby, but this Agreement shall be interpreted in accordance with language hereof in an effort to reach the result intended thereby.

Section 7. Applicable Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida. Creditors and Receiver hereby (i) agree that all disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be exclusively litigated as a summary proceeding in *SECURITIES AND EXCHANGE COMMISSION V. ARTHUR NADEL, ET AL.*, CASE NO: 8:09-CV-87-T-26TBMIN AND BEFORE THE UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, in Hillsborough County in the State of Florida, to the exclusion of the courts of any other state or country, and (ii) irrevocably submits to the exclusive jurisdiction of the UNITED STATES DISTRICT COURT, MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION, in Hillsborough County in the State of Florida, in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably waives any objection to the laying of venue of any such action or proceeding in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

Section 8. Captions. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.

Section 9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns; provided, however the delivery of the Agreement by one party shall not be binding upon either until both Parties have fully executed same.

Section 10. Waiver. No waiver by either party hereto of any condition or any breach of any term, covenant, representation or warranty contained in this Agreement shall be deemed or construed as a further or continuing waiver of such condition or breach or waiver of any other or subsequent condition or the breach of any other term, covenant, representation or warranty contained in this Agreement.

Section 11. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision will be deemed amended to the extent necessary to conform to applicable law or, if it cannot be so amended without materially altering the intention of the Parties, it will be deemed stricken and the remainder of the Agreement will remain in full force and effect.

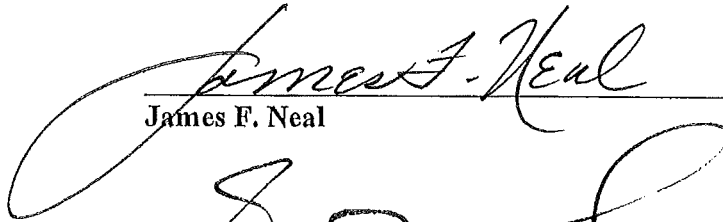
Section 12. Attorneys' Fees. In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Agreement, the prevailing party will be entitled to, from the non-prevailing party, reimbursement of its attorneys' fees (including, but not limited to, attorneys' fees, paralegals' fees and legal assistants' fees), costs and expenses incurred in the preparation for and in connection with any trial, appeal or bankruptcy proceeding.

Section 13. Counterparts. Any number of counterparts of this Agreement may be executed and each such executed counterpart shall be deemed to be an original.

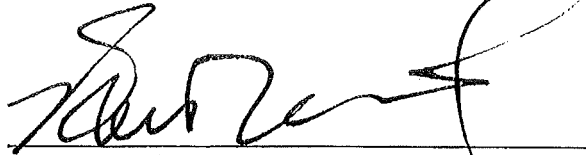
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.



Ron C. Carter



James F. Neal



BURTON W. WIAND, as Court-appointed Receiver for Lime Avenue Enterprises, LLC, et al. in the action styled *Securities and Exchange Commission v. Arthur Nadel, et al.*, Case No: 8:09-cv-87-T-26TBM

EXHIBIT A

{00041112.DOCX}

PROOF OF CLAIM FORM

SECURITIES AND EXCHANGE COMMISSION,
Plaintiff,

v.

ARTHUR NADEL, SCOOP CAPITAL, LLC, SCOOP
MANAGEMENT, INC.,

Defendants,

SCOOP REAL ESTATE, L.P., VALHALLA INVESTMENT
PARTNERS, L.P., VALHALLA MANAGEMENT, INC.,
VICTORY IRA FUND, LTD., VICTORY FUND, LTD.,
VIKING IRA FUND, LLC, VIKING FUND, LLC, AND
VIKING MANAGEMENT, LLC,

Relief Defendants.

Name and address of Claimant
(Please print or type):

Account Name:

Fund Name:

Ron C. Carter
James F. Neal
599 Lime Ave.
Sarasota, FL 34237

Case Number: 8:09-CV-00087-T-26TBM
U.S. District Court Middle District of
Florida (Tampa Division)

ATTENTION:

The Honorable Richard A. Lazzara of the United States District Court, Middle District of Florida, entered Orders appointing Burton W. Wiand as Receiver of SCOOP CAPITAL, LLC; SCOOP MANAGEMENT, INC.; SCOOP REAL ESTATE, L.P.; VALHALLA INVESTMENT PARTNERS, L.P.; VALHALLA MANAGEMENT, INC.; VICTORY FUND, LTD.; VICTORY IRA FUND, LTD.; VIKING IRA FUND, LLC; VIKING FUND, LLC; VIKING MANAGEMENT, LLC; VENICE JET CENTER, LLC; TRADEWIND, LLC; LAUREL MOUNTAIN PRESERVE, LLC; LAUREL PRESERVE, LLC; THE MARGUERITE J. NADEL REVOCABLE TRUST UAD 8/2/07; THE LAUREL MOUNTAIN PRESERVE HOMEOWNERS ASSOCIATION, INC.; THE GUY-NADEL FOUNDATION, INC.; LIME AVENUE ENTERPRISES, LLC; A VICTORIAN GARDEN FLORIST, LLC; VIKING OIL & GAS, LLC; and HOME FRONT HOMES, LLC (individually, "Receivership Entity," and collectively, "Receivership Entities"). On April 21, 2010, the Court issued an Order establishing a Claim Bar Date for all claims and approving this Proof of Claim Form and the basic procedures to administer any claims. In order to be eligible to receive a distribution from the Receivership Entities' assets, you must complete and return this Proof of Claim Form and, if applicable, provide the requested documentation, so that it is received on or before **September 2, 2010**, to **Burton W. Wiand, Receiver, c/o Maya M. Lockwood, Esquire, Wiand Guerra King P.L., 3000 Bayport Drive, Suite 600, Tampa, Florida 33607**. *The proper filling of this completed claim form may entitle you to receive a distribution from the Receivership. Altered forms will not be accepted.*

The information provided in this Proof of Claim Form will be used to calculate your distribution, if any, from the Receivership. The Receiver has the right to dispute and/or verify any information you have provided in order to determine the proper distribution amount, if any, to which you may be entitled. The Receiver further has the right to amend any information he may have provided as to your Net Investment Amount. **By identifying and providing a Net Investment Amount for an account the Receiver does not waive any right to (1) deny, contest the validity of, or otherwise object to a claim or (2), if warranted, amend the provided Net Investment Amount.**

IMPORTANT INFORMATION TO READ PRIOR TO SUBMITTING THIS FORM

ANY PERSON OR ENTITY SUBMITTING THIS PROOF OF CLAIM FORM SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA FOR ALL PURPOSES, INCLUDING, WITHOUT LIMITATION, AS TO ANY CLAIMS, OBJECTIONS, DEFENSES, OR COUNTERCLAIMS THAT COULD BE OR HAVE BEEN ASSERTED BY THE RECEIVER AGAINST SUCH CLAIMANT OR THE HOLDER OF SUCH CLAIM IN CONNECTION WITH THIS RECEIVERSHIP, INCLUDING THOSE ARISING OUT OF (1) ANY DEALING OR BUSINESS TRANSACTED BY OR WITH ANY RECEIVERSHIP ENTITY OR (2) ANY DEALING OR BUSINESS TRANSACTED THAT RELATES IN ANY WAY TO ANY RECEIVERSHIP PROPERTY. FURTHER, CLAIMANTS WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH CLAIMS, OBJECTIONS, DEFENSES, AND COUNTERCLAIMS. IF THIS COMPLETED FORM, SIGNED UNDER PENALTY OF PERJURY, IS NOT RECEIVED BY THE RECEIVER AT THE ABOVE-REFERENCED ADDRESS BY **SEPTEMBER 2, 2010**, YOU WILL BE FOREVER BARRED FROM ASSERTING ANY CLAIM AGAINST THE RECEIVERSHIP ENTITIES' ASSETS AND YOU WILL NOT BE ELIGIBLE TO RECEIVE ANY DISTRIBUTIONS FROM THE RECEIVER.

General Instructions:

You must answer each and every question. Please answer each question as fully as possible. If you need additional space to complete an answer, please attach a separate sheet of paper and indicate the number of the question for which you are providing the additional information. If the question does not apply to you, please write "not applicable." Do not write "NA," "N/A" or the like. If the answer to the question is "no" or "none," please answer as such.

1. Full name of person completing this form. Ron C. Carter and James F. Neal
2. If this form is being completed on behalf of a person or entity other than the person listed in question 1, please provide the name of the person or entity with an interest in the Receivership Entities' assets.

Ron C. Carter and James F. Neal d/b/a Mr. Florist Plants & Things

3. If this form is being completed on behalf of an entity, please provide the full name of the entity and all of its trustees, officers, directors, managing agents, shareholders, partners, beneficiaries, and any other party with an interest in the entity.

N/A

4. Current address and telephone number of person completing this form.

Ron C. Carter and James F. Neal, 599 North Lime Ave., Sarasota, FL

34237; 3824 Glen Oaks Manor Dr., Sarasota, FL 34232 - home

5. Current address and telephone number of person or entity with an interest in the Receivership Entities' assets (if different from answer to question 4).

Same as answer to question #4 above.

6. Provide one mailing address where you (or the person/entity on whose behalf you are acting) authorize the receipt of all future communications relating to this claim, including any possible distribution payment you may receive. It is your responsibility to advise the Receiver of any change to this address after the submission of this form.

Claimants direct that all communication be sent to their attorney-

Stephen H. Kurvin, Esq. 7 S. Lime Ave., Sarasota, FL 34237; 941-

957-0222; shk1awfirm@netscape.net

7. Please refer to Exhibit A attached to this document. If sufficient information is available, this Exhibit provides the following information for the identified "account:" (1) the total amount invested; (2) the total amount received; and (3) the Net Investment Amount. If you received funds unrelated to your investment in an "account" (for example, incentive fees), those amounts will also appear in the attached Exhibit. Do the amounts listed in the Exhibit accurately represent the amount of your investment into and all amounts received from that account and any other funds you received from the Receivership Entities? Failure to respond to this question will mean that you agree with the amounts listed in the Exhibit.

The claimant is the owner of a business purchased by Marguerite Nadel as
Lime Avenue Enterprises, LLC and the claimants are

N/A Yes N/A No. not investors.

If you answered yes, you do not have to respond to questions 8 and 9.

8. Please provide the following information regarding your investment in or with, or interest in, any Receivership Entity, and attach copies of all checks, bank or other financial account statements, invoices, wire transfer confirmations, and other documents relating to your answer:

Answer to #8: N/A

1st Investment in or with the Receivership Entities:

totaled \$ _____
was made on _____ (date);
through a check (or wire transfer) made payable to _____ and drawn on account
number _____ with _____ (Identify financial institution); for
_____ (Identify the purported fund or other entity through which your investment in or
with the Receivership Entities was made).

If applicable, 2nd Investment in or with the Receivership Entities:

totaled \$ _____
was made on _____ (date);
through a check (or wire transfer) made payable to _____ and drawn on account
number _____ with _____ (Identify financial
institution); for _____ (Identify the purported fund or other entity through which your
investment in or with the Receivership Entities was made).

If additional investments were made, please attach a separate sheet identifying (1) those amounts, (2) the dates on which they were made, (3) the payee (or recipient) of the check (or wire transfer), (4) the account number and financial institution holding the account, and (5) the purported fund or other entity through which your investment in or with the Receivership Entities was made.

Total amount you are claiming you invested in the Receivership Entities: \$ _____

9. Have you ever received any amount from a Receivership Entity, either as a distribution on your investment or for any other reason? _____ Yes _____ No. If yes, please provide the following information for each amount received, and attach copies of all checks, bank or other financial account statements, wire transfer confirmations, and other documents relating to your answers.

Answer to #9: N/A

	<u>Date</u>	<u>Amount</u>	<u>Payor/Payee of check/wire</u>
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

If any additional amounts were received from any Receivership Entity, please attach a separate sheet identifying those amounts, the dates on which they were received, and the payor and payee of the check(s) or wire transfers.

Total amount you are claiming you received from the Receivership Entities: \$ _____

10. Was any deposit into this account transferred from any other account with any Receivership Entity? _____ Yes XX No. If yes, please identify the date of any such transfer(s), the account name(s) and Receivership Entity from which the funds were transferred, and the amount of the transfer(s).

11. Was your investment funded in any part with an investment in or funds received or transferred from any "investment club" operated by Arthur Nadel, such as Harmony Investment Club, Indigo Investment Club, or Traders Investment Club? _____ Yes _____ No.

If you answered yes, please identify with specificity the funds received or transferred, the date of any such transfer, and the name of the investment club from which the funds originated.

N/A

12. Have you filed or otherwise commenced any lawsuits, arbitrations, actions, or other proceedings; or made any demands against any person or entity, relating in any way to your investment in or with any Receivership Entity, including against (i) financial institutions; (ii) employees, officers, directors, representatives, other investors, or shareholders of any Receivership Entity; (iii) brokers or agents; or (iv) any other person or entity? _____ Yes _____ No.

If you answered yes, please identify with specificity the nature and status of any lawsuits, arbitrations, actions, other proceedings or demands that you have filed, made or otherwise commenced. Please include the name of the attorney and/or firm who commenced any such proceeding or made any such demand on your behalf.

N/A

13. If you were not an investor in a Receivership Entity, state how you claim an interest in any distribution by the Receivership Entities (for example, if you are the beneficiary of a deceased investor, the investment was assigned or sold to you, or you provided services or goods to the Receivership Entities for which you have not been paid).

See Exhibit "A" attached hereto.

14. Did you receive anything of value other than money from any Receivership Entity at any point in time (for example, fax machines, shares of stock)? _____ Yes XX No. If yes, please identify what you received, from whom, and the date on which you received it.

15. Identify your primary contact person(s) at the Receivership Entities.

N/A

16. List any other employees or other representatives of any Receivership Entity or anyone else associated with a Receivership Entity, including any accountant (such as Michael Zucker), lawyer (such as lawyers associated with Holland & Knight LLP), or investment or trading representative (such as anyone associated with Shoreline Group, LLC) with whom you communicated or dealt.

N/A

17. Please identify with specificity the way in which you came to learn about the Receivership Entities and thereafter invest in or with any of them, including the person who introduced you to the Receivership Entities, the statements made by that person, any documents provided by that person, meetings you had with the representative(s) of the Receivership Entities, information that you relied on, and any other information.

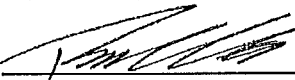
N/A

Please submit this completed and signed, under penalty of perjury, Proof of Claim Form and legible copies of any documentation requested in this form to **Burton W. Wiand, Receiver, c/o Maya M. Lockwood., Esquire, Wiand Guerra King P.L., 3000 Bayport Drive, Suite 600, Tampa, Florida 33607 SO THAT IT IS RECEIVED NO LATER THAN SEPTEMBER 2, 2010.**

IF YOU DO NOT AGREE WITH ANY AMOUNTS PROVIDED ON EXHIBIT A OR NO AMOUNTS WERE PROVIDED ON EXHIBIT A, YOU MUST PROVIDE ALL DOCUMENTS OR OTHER MATERIAL THAT IS RELATED IN ANY WAY TO YOUR INVESTMENT IN THE RECEIVERSHIP ENTITIES, OR, IF YOU ARE NOT AN INVESTOR, TO YOUR CLAIM AGAINST A RECEIVERSHIP ENTITY, INCLUDING COPIES OF YOUR CANCELLED CHECKS, BANK OR OTHER FINANCIAL ACCOUNT STATEMENTS SHOWING THE TRANSFER OF FUNDS INVESTED AND RECEIVED, STATEMENTS FROM THE RECEIVERSHIP ENTITIES, WIRE TRANSFER CONFIRMATIONS, AND ANY OTHER DOCUMENTS REGARDING YOUR CLAIM(S).

Sign, date, print your name and title, if any.

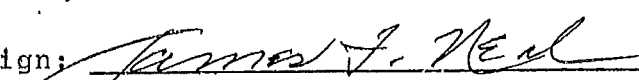
By signing below, I certify under penalty of perjury pursuant to 28 U.S.C. § 1746 which forms part of the laws of the United States of America that the information provided in this form is true and correct.

Sign: 

Print Name: Ron C. Carter

Date: August 18, 2010

Title: Owner

Sign: 

Print Name: James F. Neal

Date: August 18, 2010

Title: Owner

Question #13 continued:

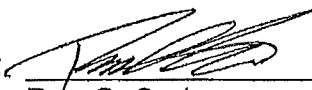
SCHEDULE "A"

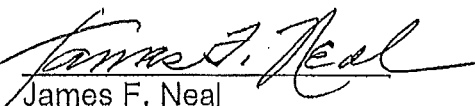
This Schedule is being submitted in response to question number 13 of Claimant's Proof of Claim form.

Attached hereto are a Note and Mortgage given to the Claimant for purchase of Claimant's real property and assets.

At present the last payment was made January 5, 2007 and the remaining principal balance was \$623,032.93 due and owing at 6% per year for twenty-five (25) years. The Note provided for a default interest rate of the maximum allowed by law, i.e., eighteen percent (18%). The following is a calculation of the amount owed:

Principal amount	\$	623,032.93
Interest at 6%		134,361.92
Interest at 18%		403,112.00
Attorney's fees		<u>3,412.50</u>
Total Claim	\$	1,163,919.35

Sign: 
Print: Ron C. Carter
Date: August 18, 2010
Title: Owner

Sign: 
Print: James F. Neal
Date: August 18, 2010
Title: Owner

COPY

BALLOON MORTGAGE NOTE

\$628,000.00

August 3, 2006

For value received, the undersigned Lime Avenue Enterprises, LLC, a Florida limited liability company, and Marguerite Nadel, promise to pay to the order of Ron C. Carter and James F. Neal, as joint tenants with full rights of survivorship, and not as tenants in common, the principal sum of Six Hundred Twenty-Eight Thousand and NO/100 Dollars (\$628,000.00) with interest thereon at the rate of six per centum (6%) per annum from date until maturity, said interest being payable as set forth below, both principal and interest being payable in lawful money of the United States of America at 3824 Glen Oaks Manor, Sarasota, FL 34232, or such address as the holder from time to time may specify by written notice to the maker, said principal and interest to be paid on the date and in the manner following:

Principal and interest payments in the amount of \$4,046.21, shall commence on September 3, 2006 and shall be due and payable on the 3rd day of each month thereafter for a period of 179 payments. On the 180th payment due August 3, 2021, the entire unpaid principal balance, together with all accrued but unpaid interest, shall be due and payable in full.

Privilege is reserved to prepay, at any time, all or any parts of indebtedness due hereunder without premium or fee.

This note is to be construed and enforced according to the laws of the State of Florida, and is secured by a mortgage on real estate of even date herewith.

If default be made in the payment of any of said sums or interest or in the performance of any agreements contained herein or in the said mortgage, and if such default is not made good within fifteen (15) days, then, at the option of the holder of the same, the principal sum then remaining unpaid with accrued interest shall immediately become due and collectible without notice, time being the essence of this contract, and said principal sum and said accrued interest shall both bear interest at the maximum rate per annum allowed by law, from such time until paid.

Each maker and endorser waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if counsel shall after maturity of this note or default hereunder or under said mortgage, be employed to collect this note or to protect the security thereof.

Lime Avenue Enterprises, LLC
a Florida limited liability company

Documentary Stamps have been paid and proper stamps have been affixed to the Mortgage.

By Marguerite Nadel
Marguerite Nadel, as Manager

Marguerite Nadel
Marguerite Nadel

Maker's Address:
1618 Main Street, Sarasota, Florida 34236

⑤
2

RWC 18 60
S.F. 2192.00
Int'g 1256.00

Prepared By and Return To:
John J. Shea, Esquire
John J. Shea, P.A.
269 South Osprey Avenue
Sarasota, Florida 34239

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2006144005 2 PGS
2006 AUG 09 03:41 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
TFERNANDEZ Receipt#816162

Doc Stamp-Mort: 2,198.00
Intang. Tax: 1,256.00



Real Estate Mortgage

THIS MORTGAGE made this 3rd day of August A.D. 2006, between Lime Avenue Enterprises, LLC, a Florida limited liability company

herein called Mortgagor, in consideration of the sum named in the promissory note herein described received from Ron C. Carter and James F. Neal, as joint tenants with full rights of survivorship, and not as tenants in common herein called Mortgagee, (the terms "Mortgagor" and "Mortgagee" include all parties in each capacity to this instrument and their respective heirs, personal representatives, successors and assigns; the term "note" includes all promissory notes described herein) Mortgagee hereby mortgages to Mortgagor the real property in Sarasota County, Florida, described as:

Lots 1 and 2 and the North 20 feet of Lots 3 and 4, Block F, EAST ADDITION TO THE CITY OF SARASOTA, as per plat thereof recorded in Plat Book 1, Pages 120 and 121, of the Public Records of Sarasota County, Florida.

\$628,000.00 at six percent (6%) per annum shall be payable in principal and interest payments in the amount of \$4,046.21, which shall commence on September 3, 2006 and shall be due and payable on the 3rd day of each month thereafter for a period of 179 payments. On the 180th payment due on August 3, 2021, the entire unpaid principal balance, together with all accrued but unpaid interest, shall be due and payable in full.

TOGETHER with all easements, connected therewith, improvements now or hereafter made thereon, fixtures attached thereto, any furniture or furnishings located thereon or therein and any reversions, remainders, rents, issues and profits thereof as security for the payment of the promissory note, a copy of which is attached,

AND Mortgagor hereby covenants:

1. That Mortgagor is in actual possession and seized of said real property in fee simple with full power and lawful right to mortgage the same; that said property is free from all liens and encumbrances except as set forth herein; that Mortgagor fully warrants the title to said real property and will defend the same against lawful claims of all persons whomsoever.
2. To pay all money required by said note and this mortgage, or either, promptly when due.
3. To pay all taxes, assessments, levies, liabilities, obligations and encumbrances of every description now on or which may hereafter accrue on said property, this mortgage and the debt secured hereby, or any of these, when due. If any part thereof is not paid when due, Mortgagee may pay it without waiving the option to foreclose this mortgage or any other right hereunder.
4. To pay all costs and expenses together with reasonable attorney's fees (including appellate proceedings) incurred by Mortgagee because of any default by Mortgagor under this mortgage and said note, or either.
5. To keep the improvements now or hereafter on said property insured against loss by fire or other hazards included in the terms "extended coverage" and "other perils" in the amount secured by this mortgage by an insurer approved by Mortgagee. The policy shall be held by and made payable to Mortgagee by standard New York mortgagee clause without contribution as Mortgagee's interest may appear. If any money becomes payable under such policy, then all checks for said money will be made payable to Mortgagor and Mortgagee and the proceeds shall be first applied to restore the mortgaged property to the condition it was immediately before the loss occurred and if there be any excess or if the property not so restored then Mortgagee may apply the same to the payments last due on the debt secured hereby or may permit Mortgagor to use it, or any part thereof, for other purposes without waiving or impairing any lien or right hereunder. If Mortgagor fails to obtain such policy, Mortgagee may procure it and pay therefor without waiving the option to foreclose this mortgage or any other right hereunder.
6. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.
7. That if said property, or any part thereof, is taken by eminent domain, Mortgagee shall have the right to receive and apply all money paid for such taking to the payments last due on the debt secured hereby or may permit Mortgagor to use it, or any part thereof, for other purposes without waiving or impairing any lien or right under this mortgage. If the remaining part of said property is inadequate security for the unpaid balance of said debt, Mortgagee may accelerate payment thereof immediately.
8. That if Mortgagee shall hold another mortgage or lien on said property, a default under such other mortgage or lien shall constitute a default under this mortgage also. Any default under this mortgage shall likewise constitute a default under such other mortgage or lien. If foreclosure proceedings under any mortgage or lien (whether held by Mortgagee or another) affecting said property are instituted, this shall constitute a default under this mortgage.
9. That Mortgagee may forbear to enforce defaults under this mortgage and said note, or either, or may extend the time for payment of any money secured hereby or may take other or additional security and may deal directly with any owner of said property in all respects pertaining to this mortgage and said note, or either, without notice to or the consent of any person liable under this mortgage and said note, or either, and without discharging or affecting the liability of any person liable under this mortgage and said note, or either.

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10. That the rents, profits, income, issues and revenues of said property (including any personal property located thereon or therein) are assigned and pledged as further security for the payment of the debt secured hereby with the right (but no duty) on the part of Mortgagee to demand and receive and apply them on said debt at any time after a default hereunder. If suit is instituted to foreclose or reform this mortgage or to determine the validity or priority thereof, Mortgagee shall be entitled to appointment of a receiver pendente lite without notice for said property and of all rents, income, profits, issues and revenues thereof. It is covenanted and agreed that the court shall forthwith appoint a receiver of said property and of such rents, income, profits, issues and revenues. Such appointment shall be made as a matter of strict right to Mortgagee without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of Mortgagor.

11. That if any dispute arises involving said note and this mortgage, or either, wherein Mortgagee incurs any costs (regardless of whether or not legal proceedings are instituted) or if any action or proceeding (including appellate proceedings) shall be maintained by any person other than Mortgagee wherein Mortgagee is made a party, all expenses incurred by Mortgagee to prosecute or defend the rights created by this mortgage and said note, or either, together with reasonable attorney's fees and costs, whether same be rendered for negotiation, trial or appellate work, shall be paid by Mortgagor.

12. That if any money secured hereby is not fully paid within fifteen (15) days after it becomes due, or if any covenant or agreement of said note and this mortgage, or either, is breached, Mortgagee shall have the option to accelerate payment of the entire principal and any other money secured hereby as immediately due and payable without notice. Time is of the essence of this mortgage. Any payment made by Mortgagee under paragraphs 3, 4, 5, or 11 shall bear interest at the maximum legal rate from the date of payment and shall be secured by this mortgage. No waiver of or failure to enforce any default or obligation under this mortgage and said note, or either, shall constitute a waiver of any subsequent default or of the terms of either instrument. If there is any conflict between the terms of this mortgage and said note, the terms of this mortgage shall prevail.

In Witness Whereof, the mortgagor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Lime Avenue Enterprises, LLC, a Florida limited liability company

[Signature]
Printed Name: John J. Shea
Witness

By: [Signature] (Seal)
Marguerite Nadel, Manager
P.O. Address: 1618 Main Street, Sarasota, Florida

[Signature]
Printed Name: Anne C. Beckmann
Witness

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 3rd day of August, 2006 by Marguerite Nadel, Manager of Lime Avenue Enterprises, LLC, a Florida limited liability company, on behalf of the limited liability company she is personally known to me or she has produced her _____ as identification.

[Signature]
Printed Name: _____
Notary Public
My Commission Expires: _____

