

**THIS DOCUMENT PREPARED BY AND UPON
RECORDATION RETURN TO:**

Glankler Brown, PLLC
6000 Poplar Avenue, Suite 100
Memphis, TN 38119
Attention: William R. Bradley, Jr.
BPR # 4275
Tel: (901) 576-1704

Cross Reference: Deed of Trust and Security Agreement dated January 3, 2006, recorded in Book 2385, at Page 662, in the Office of the Chancery Clerk of DeSoto County, Mississippi; Assignment of Leases and Rents dated effective as of January 3, 2006, recorded in Book 112, at Page 233, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

WITH A COPY TO:

Kilpatrick Stockton LLP
1100 Peachtree Street
Suite 2800
Atlanta, Georgia 30309
Attention: Mindy Planer
Tel: 404-815-6500

Loan Numbers 03-0259966 (Note A) and 03-0259967 (Note B)

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (this "*Agreement*") is entered into as of the 10th day of June, 2010, by and among **BANK OF AMERICA, NATIONAL ASSOCIATION**, successor by merger to LaSalle Bank National Association, as Trustee under that certain Pooling and Servicing Agreement dated March 16, 2006 (the "*PSA*"), for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2006-CIBC14, Commercial Mortgage Pass-Through Certificates, Series 2006-CIBC14 ("*Noteholder A*"), **U.S. BANK NATIONAL ASSOCIATION**, as Trustee under that certain Pooling and Servicing Agreement dated December 1, 2006, for the Registered Holders of Mezz Cap Commercial Mortgage Trust 2006-C4, Commercial Mortgage Pass-Through Certificates, Series 2006-C4 ("*Noteholder B*;" Noteholder B together with Noteholder A are collectively referred to herein as "*Lender*") acting by and through Midland Loan Services, Inc. ("*Midland*"), as special servicer for Lender under the PSA, with an address of c/o Midland Loan Services, Inc., 10851 Mastin, Suite 700, Overland Park, Kansas 66210, Re: Loan Numbers 03-0259966 (Note A) and 03-0259967 (Note B), **TULANE HOLDINGS, LLC**, a Mississippi limited liability company ("*Borrower*"), with an address of 709 Cedar Lane, Teaneck, New Jersey 07666, and **DORON GOLDSCHMIDT**, an individual, with an address of 709 Cedar Lane, Teaneck, New Jersey 07666 and **GAVRIEL ALEXANDER**, an individual, with an address of c/o Royal Realty Group, 15 Sherri Lane, Wesley Hills, New York 10977 (collectively referred

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to herein as "**Guarantor**"; Guarantor together with Borrower are collectively referred to herein as the "**Borrower Parties**"). References hereinbelow to the "**Parties**" shall mean Lender and Borrower Parties, collectively, and anyone acting on behalf of any of them.

RECITALS:

A. Borrower is the owner of certain real property located in DeSoto County, Mississippi, commonly known as the Tulane Park Apartments, 7100 Tulane Road, Horn Lake, Mississippi 38637, which real property is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. Such real property, together with all improvements, fixtures and personal property located thereon, is collectively referred to as the "**Property**".

B. By assignment, (i) Noteholder A is the owner and holder of that certain Fixed Rate Note (A Loan), dated January 3, 2006 (as same may be extended, renewed, replaced, restated, consolidated, or otherwise modified from time to time, "**Note A**"), from Borrower payable to J.P.Morgan Chase Bank, N.A. ("**Original Lender**"), in the original principal amount of \$12,560,000.00; and (ii) Noteholder B is the owner and holder of that certain Fixed Rate Note (B Loan) dated January 3, 2006 (as same may be extended, renewed, replaced, restated, consolidated, or otherwise modified from time to time, "**Note B**;" Note B and Note A are collectively referred to as the "**Note**", and the loans evidenced by the Note are herein collectively referred to as the "**Loan**") from Borrower payable to Original Lender in the original principal amount of \$745,000.00.

C. Further by assignment, Noteholder A is the holder of certain other documents (collectively with the Note, the "**Loan Documents**") evidencing and securing the Loan, including, without limitation, the following:

1. Deed of Trust and Security Agreement, dated as of January 3, 2006, executed by Borrower in favor of Original Lender, filed for record on January 3, 2006, in Book 2385, at Page 662, in the Office of the Chancery Clerk of DeSoto County, Mississippi (as same may be amended from time to time, the "**Security Instrument**");
2. Assignment of Leases and Rents, dated effective as of January 3, 2006, executed by Borrower in favor of Original Lender, filed for record on January 3, 2006, in Book 112, at Page 233, in the Office of the Chancery Clerk of DeSoto County, Mississippi (as same may be amended from time to time, the "**ALR**");
3. Environmental Indemnity Agreement, dated as of January 3, 2006, executed by Borrower in favor of Original Lender (as same may be amended from time to time, the "**Environmental Indemnity Agreement**");
4. Guaranty, dated as of January 3, 2006, executed by Guarantor, in favor of Original Lender (as same may be amended from time to time, the "**Guaranty**");
5. Escrow Agreement for Reserves and Impounds, dated as of January 3, 2006, between Borrower and Original Lender (as same may be amended from time to time, the "**Escrow Agreement**"); and
6. All other documents executed or delivered in connection with the Loan, including, without limitation this Agreement.

D. Midland services the Loan for Lender, as special servicer, pursuant to the PSA, and that certain Intercreditor Agreement Among Note Holders dated as of January 3, 2006 (the "ICA"), and is authorized to enter into this Agreement on behalf of Lender.

E. Events of Default have occurred under the Loan Documents by reason of: (i) Borrower's failure to pay the monthly payments required under the Loan Documents to be made on April 1, 2008, and on each payment date thereafter through June 1, 2010 with respect to the Note (the "*Delinquent Payments*," and such Events of Default by reason of the Delinquent Payments shall hereinafter be referred to as the "*Existing Monetary Default*"); (ii) Borrower's failure to deliver to Noteholder A insurance proceeds Borrower received in connection with such casualty (the "*Casualty Default*"); and (iii) Borrower's failure to use Rents (as defined in the ALR) from the Property for the period from April 2008 through the date hereof, to pay the monthly payments and other amounts due under the Loan and the Loan Documents (the "*Rent Application Default*;" the Rent Application Default, together with the Casualty Default and the Existing Monetary Default are collectively referred to herein as the "*Existing Defaults*").

F. Borrower has requested that: (1) Borrower be allowed to cure the Existing Monetary Default with respect to past due monthly principal and interest payments and certain escrow payments under Note A, the Casualty Default and the Rent Application Default, by applying funds held by Borrower and certain funds held by Lender to such Existing Defaults; (2) Lender waive certain past due escrow payments under Note A; (3) Lender waive all of the default interest and part of the late charges due on the Delinquent Payments under Note A; (4) Borrower be allowed to cure the Existing Monetary Default under Note B by deferring the payment of certain Delinquent Payments due under Note B; and (5) Lender make certain other modifications to the Loan Documents (the "*Loan Modifications*;" the Loan Modifications together with the requests set forth in (1), (2), (3) and (4) of this Recital are hereinafter referred to collectively as the "*Transactions*").

G. Based upon the covenants, agreements, acknowledgements, warranties and representations set forth in this Agreement and subject to the express terms and conditions of this Agreement and the documents, instruments and agreements executed and to be executed pursuant to this Agreement, Lender has agreed to the Transactions.

Terms not defined in this Agreement shall have the meanings ascribed thereto in the Security Instrument.

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the Parties do hereby stipulate, covenant and agree as follows:

1. Conditions. In addition to any other conditions set forth herein or required by Lender, the following are conditions precedent that must be satisfied prior to the closing of the Transactions (the "*Closing*"):

- (a) The execution, acknowledgment, delivery and recordation of this Agreement by all of the parties concurrently with the Closing.
- (b) Borrower's delivery to Lender of satisfactory evidence that all insurance over the Property required by the Loan Documents is in full force and effect as of the Closing, with all required premiums paid, and containing a mortgagee's clause satisfactory to Lender.
- (c) Lender's receipt of satisfactory Title Endorsements (hereinafter defined).

- (d) Lender's receipt of all of the Required Payments (hereinafter defined).
- (e) Lender's receipt of legal opinions from counsel for the Borrower Parties regarding the Transactions (including, without limitation, general corporate and enforceability opinions) that are satisfactory to Lender.
- (f) The execution and delivery of such other documents and agreements, and the satisfaction of such other conditions, as Lender may require in connection with the Transactions, including, but not limited to a current financial statement for each Guarantor.

2. General Representations, Warranties and Acknowledgments.

2.1. Each of the Borrower Parties hereby jointly and severally represents, warrants and acknowledges to Lender that the recitals set forth in A through F above are true and correct.

2.2. Each of the Borrower Parties hereby jointly and severally represents, warrants and acknowledges to Lender that each Borrower Party is authorized under applicable law to execute, deliver and perform this Agreement, and neither the execution and delivery of this Agreement nor the fulfillment of or compliance with any of the terms and conditions of this Agreement will conflict with or result in a breach of the terms, conditions or provisions of or constitute a violation or default under any lease, contract, agreement, applicable law, regulation, judgment, writ, order or decree to which any of the Borrower Parties or the Property is subject.

2.3. Each of the Borrower Parties hereby jointly and severally represents, warrants and acknowledges to Lender that the Loan Documents (as modified by this Agreement) to which each such Borrower Party is a party, are legal, valid and binding obligations of such Borrower Party and are enforceable against such Borrower Party in accordance with their respective terms, subject only to applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). Each of the Borrower Parties hereby jointly and severally represents, warrants and acknowledges to Lender that the Loan Documents (as modified by this Agreement) and each Borrower Party's obligations thereunder, remain in full force and effect as of the date hereof, and will remain in full force and effect throughout the term of the Loan. Each of the Borrower Parties hereby ratifies and reaffirms its respective representations and warranties contained in the Loan Documents (as modified by this Agreement) to which each such Borrower Party is a party, as if such warranties and representations were made as of the date of this Agreement. In addition, and except for terms and provisions of the Loan Documents (as modified by this Agreement) which by their terms are limited in application to a time or time period which has expired, each of the Borrower Parties hereby reaffirms all of the other terms and provisions of the Loan Documents (as modified by this Agreement) and its obligations thereunder. The liens, security interests and other encumbrances in favor of Lender granted under the Loan Documents (as modified by this Agreement) are duly perfected and are not subject to avoidance or invalidation for any reason.

2.4. Borrower hereby represents, warrants and acknowledges to Lender that Borrower has not received any notice of default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party or by which the Property or any other collateral for the Loan is bound.

2.5. Except for the matters described on Schedule 1 attached hereto, each of the Borrower Parties hereby represents, warrants and acknowledges to the Lender that there are no pending,

nor to the knowledge of any of the Borrower Parties, threatened actions, litigation, disputes, alleged defaults for breaches, suits or proceedings against or in any way relating adversely to any Borrower Party or the Property before any court, arbitrator or governmental or administrative body or agency.

2.6. Each of the Borrower Parties hereby jointly and severally represents, warrants and acknowledges to Lender that other than any misrepresentation or untrue statement of facts based on the Utilities and Rental Income Misstatements (hereinafter defined), none of this Agreement, or any report, schedule, certificate, agreement or any instrument heretofore or contemporaneously herewith provided to Lender by any of the Borrower Parties contain any misrepresentation or untrue statement of facts or omits to state any facts.

2.7. Each of the Borrower Parties jointly and severally warrants and represents that attached hereto as Exhibit "B" is an organization chart for the Borrower showing all of the direct and indirect ownership interests in Borrower.

2.8. Each of the Borrower Parties hereby jointly and severally represents, warrants and acknowledges to Lender that none of the Borrower Parties has any present intent to file a voluntary petition under any chapter of Title 11 of the United States Code (the "*Bankruptcy Code*"), or in any manner to seek relief, protection, reorganization, liquidation, dissolution or similar relief for debtors under any local, state, federal or other insolvency laws.

2.9. Each of the Borrower Parties hereby jointly and severally warrants, represents and agrees that neither the execution and delivery of this Agreement nor the performance of any actions required hereunder or thereunder is being consummated by such Borrower Party to hinder, delay or defraud any entity to which the Borrower Parties or any of them, were, are now or will hereafter become indebted.

2.10. Borrower hereby warrants, represents and agrees that upon modification of the Loan as set forth in this Agreement, Borrower will pay its debts as the same become.

2.11. Borrower hereby represents, warrants and acknowledges to Lender that Borrower is in compliance in all respects with all federal, state and local laws, rules and regulations applicable to its respective properties, operations, businesses and finances.

2.12. Borrower hereby represents and warrants that all payments of ad valorem taxes assessed against the Property due and payable through the date of this Agreement and all other taxes, assessments, levies, license fees, permit fees and other charges levied, assessed, confirmed or imposed on, or in respect of, the Property, through the date of this Agreement have been paid in full, and that Borrower is in full compliance with all obligations in the Loan Documents relating to the payment of taxes by Borrower.

2.13. Borrower hereby represents and warrants that all insurance required to be maintained by Borrower pursuant to the Loan Documents is presently maintained in full force and effect and in the form and the amounts required by the Loan Documents; that Borrower will cause all insurance premiums on such insurance policies to be paid when due so that the insurance required under the Loan Documents will remain continuously in full force and effect for the entire term of the Loan.

2.14. Borrower hereby represents and warrants that no mortgage tax, intangible tax, documentary stamp tax or similar tax is now or hereafter payable with respect to the Transactions. If at any time it is determined that such tax is payable, payment of such tax shall be the sole responsibility of the Borrower.

2.15. Each of the Borrower Parties hereby represents, warrants and acknowledges to Lender that to the extent applicable to each Borrower Party, other than the Existing Defaults, no Event of Default has occurred and is continuing under the Loan Documents.

2.16. Each of the Borrower Parties hereby represents, warrants and acknowledges to Lender that to the extent applicable to each Borrower Party, any court or third-party approvals necessary for any Borrower Party to enter into this Agreement have been obtained.

2.17. Each of the Borrower Parties hereby represents, warrants and acknowledges to Lender that to the extent applicable to each Borrower Party, the entities and/or persons executing this Agreement on behalf of each Borrower Party are duly authorized to execute and deliver this Agreement.

2.18. Borrower hereby represents, warrants and acknowledges that prior to the Loan Modifications, the Applicable Interest Rate of Note A is 5.703% per annum and the Applicable Interest Rate of Note B is 12.75% per annum, and the maturity date of both Note A and Note B is February 1, 2016.

2.19. Each of the Borrower Parties hereby acknowledges that notwithstanding Borrower's agreement to pay to Lender all Excess Cash Flow (as defined in the Security Instrument pursuant to Section 11.3 of this Agreement) less Expenses (as defined in the Security Instrument pursuant to Section 11.3 of this Agreement) in accordance with the terms of this Agreement, nothing in this Agreement shall limit, reduce or otherwise affect Borrower's obligations to make all payments required under the Loan Documents (as modified by this Agreement) as and when due and payable.

2.20. All representations and warranties referred to herein shall be true as of the date of this Agreement and the Closing and shall survive the Closing.

Lender is entitled to rely, and has relied, upon these representations, warranties and covenants in the execution and delivery of this Agreement and all other documents and instruments executed and delivered by Lender in connection with this Agreement.

3. Representations, Warranties and Acknowledgments relating to Loan and Escrow Balances and Past Due Amounts.

3.1. Borrower hereby represents, warrants and acknowledges that as of the date hereof, and prior to the application of any amounts described in this Agreement: (i) the outstanding principal balance of Note A is \$12,544,779.52; (ii) the outstanding principal balance of Note B is \$744,288.07; (iii) the balance in the On-going Replacement Reserve (as defined in the Escrow Agreement) is \$21,198.94; (iv) the balance of the Holdback Funds (as defined in the Escrow Agreement) is \$1,043,876.14; (v) the balance of the Insurance Deductible Escrow Funds (as defined in the Escrow Agreement) is \$10,270.57; (vi) the balance of the Tax and Insurance Funds is -\$228,887.13 (consisting of a tax escrow balance of -\$211,960.45 and an insurance escrow balance of -\$16,926.68); and (vii) the balance of unapplied funds held by Lender is \$85,710.54 (the "Unapplied Funds").

3.2. Borrower hereby represents, warrants and acknowledges that as of the date hereof and prior to the payment of any amounts described in this Agreement: Borrower's counsel is holding \$1,614,312.09 on behalf of Borrower (the "Borrower's Funds"), consisting of (a) the balance of the Clubhouse Insurance Proceeds (hereinafter defined) in the amount of \$322,000.00, (b) Balance of Withheld Rents (hereinafter defined) in the amount of \$1,292,312.09 and a Borrower contribution of \$22,091.77; .

3.3. Borrower hereby represents, warrants and acknowledges that as of the date hereof and after giving effect to the Loan Modifications but prior to the application of any amounts described in this Agreement, the total amount past due and payable under the Loan Documents consists of: (i) past due monthly principal and interest payments under Note A due April 1, 2008, and on the first day of each month (a "*Payment Date*") thereafter through and including February 1, 2010 and past due monthly interest payment under on Note A due March 1, 2010 and on each *Payment Date* thereafter through and including June 1, 2010 in the aggregate amount of \$1,848,039.72 ("*Past Due Note A P&F*"); (ii) past due monthly principal and interest payments under Note B due June 1, 2008 and on each *Payment Date* thereafter through February 1, 2010 in the amount of \$171,138.24 ("*Past Due Note B P&F*"); (iii) past due monthly escrow payments due April 1, 2008 and on each *Payment Date* thereafter through June 1, 2010 ("*Past Due Escrow Payments*"); (iv) late charges due under Note A through the date hereof ("*Past Due Note A Late Charges*"); (v) default interest due under Note A through the date hereof ("*Past Due Note A Default Interest*"); (vi) default interest and late charges due under Note B through the date hereof ("*Past Due Note B Default Interest and Late Charges*").

3.4. **INTENTIONALLY OMITTED.**

3.5. Borrower hereby represents, warrants and acknowledges that as of the date hereof and after to the application of any amounts described in this Agreement, the outstanding principal balance of Note A is \$12,247,083.53 and the outstanding principal balance of Note B is \$744,310.29.

3.6. All representations and warranties referred to herein shall be true as of the date of this Agreement and the Closing and shall survive the Closing.

Lender is entitled to rely, and has relied, upon these representations, warranties and covenants in the execution and delivery of this Agreement and all other documents and instruments executed and delivered by Lender in connection with this Agreement.

4. Payment of Certain Amounts, Fees and Expenses at Closing.

4.1 At Closing, Borrower shall pay from Borrower's Funds, (i) the attorney's fees of Rabin Panero and Herrick LLP and Glankler Brown, PLLC and the consultancy fees of Traxi, LLC in connection with the Transactions, each as approved by Lender, in a total amount not to exceed \$50,000, and (ii) a portion of the fee due to Title Company for the Title Endorsements in an amount not to exceed \$3,213.50.

4.2 At Closing, Borrower shall pay the remaining Borrower's Funds to Noteholder A, which funds together with the Holdback Funds and the Unapplied Funds, shall be applied as follows:

- (a) To Noteholder A, the sum of \$1,848,039.72 to pay the Past Due Note A P&I.
- (b) Intentionally Omitted.
- (c) To Noteholder A, the sum of \$211,960.45 to reimburse Noteholder A for the payment of property taxes due February 1, 2010.
- (d) To Noteholder A, the sum of \$16,926.68 to reimburse Lender for payment of insurance premiums.
- (e) To Noteholder A, the sum of \$70,653.48 to be placed in the Tax and Insurance Fund to pay amounts due to the tax escrow on March 1, 2010 and April 1, 2010, and to be applied towards part of the Past Due Escrows;
- (f) To Noteholder A, the sum of \$42,256.60, which represents interest due on certain advances made by Noteholder A.

- (g) To Noteholder A, the sum of **\$322,000.00** [*\$447,000.00 less the Construction Deposit*], to be held in accordance with the terms of Section 6 hereof.
- (h) To Noteholder A for the benefit of Midland, the sum of **\$125,447.80**, which represents a modification fee for Lender's consent to the Transactions (the "*Modification Fee*"). Borrower acknowledges that the Modification Fee is a fee due to Midland and shall not be applied to principal, interest or any other amounts due under the Loan Documents, and is fully earned and non-refundable.
- (i) To Noteholder A, the sum of **\$10,500.00**, which represents an appraisal fee.
- (j) To Noteholder A, the sum of **\$1,108.04**, which represents an inspection fee.
- (k) To Noteholder A, the sum of **\$41,792.50**, which represents Lender's attorney's fees.

In addition, at Closing, Borrower shall also pay all other costs incurred by Lender in connection with this Agreement and the Transactions, including without limitation, the cost of the Title Endorsements (hereinafter defined), all mortgage taxes, and all recording fees and any other fees and adjustments due and owing under the Loan Documents or in connection with the transactions described herein, and each of such costs together with all other amounts described in this Section shall be deemed a "*Required Payment*" pursuant to the terms of this Agreement.

5. Agreement with respect to Delinquent Payments and Waiver of Existing Monetary Default.

5.1 Borrower shall pay to Noteholder A at Closing: the sums set forth in Section 4, above.

5.2 Borrower hereby covenants and agrees to pay the Past Due Note B P&I in the aggregate amount of **\$171,138.24** and the Past Due Note B Default Interest and Late Charges on or before the earliest to occur of (i) the Maturity Date (as defined in the Note), (ii) prepayment of the principal balance of the Loan in full, and (iii) the occurrence of an Event of Default, if not paid sooner in accordance with the terms and conditions of the Loan Documents.

5.3 Lender hereby waives all Past Due Note A Late Charges, the balance of the Past Due Escrows, and all Past Due Note A Default Interest. Borrower Parties hereby acknowledge and agree that Lender has no obligation to waive any default interest, late charges, escrow payments or other amounts hereafter due under the Loan Documents.

5.4 On and subject to the terms and conditions of this Agreement and in strict reliance on the representations, warranties, acknowledgments and covenants set forth herein, Lender hereby waives the Existing Monetary Default. The waiver of the Existing Monetary Default shall not constitute a waiver of any other default or Event of Default that may now or hereafter exist with respect to the Loan or the Loan Documents and Lender shall have no obligation to reach any agreements or waive any other defaults or Events of Default now or hereafter existing under the Loan Documents.

6. Agreement with respect to the Clubhouse Insurance Proceeds and Waiver of Casualty Default.

6.1 Each of the Borrower Parties hereby represents, warrants and acknowledges to Lender that: (i) that part of the Property used as a clubhouse (the "*Clubhouse*") was destroyed by fire in January 2008; (ii) Borrower received a total of **\$569,872.87** in insurance proceeds (the "*Clubhouse Insurance Proceeds*") with respect to the Insured Casualty, and as of the date hereof, has spent a total of **\$122,872.87** to secure the area of the Property affected by the Insured Casualty and demolish the Clubhouse, and **\$125,000.00** (the "*Construction Deposit*") to pay the deposit due under that certain

Construction Agreement (the "*Construction Agreement*"), dated April 19, 2010, between Borrower and Smith Bros. Construction Company ("*Builder*"), (iii) it is estimated that the remaining cost to rebuild the Clubhouse in accordance with the terms and conditions set forth in the Loan Documents, will be \$447,000.00.

6.2 Borrower hereby covenants and agrees to rebuild the Clubhouse in accordance with and subject to the requirements set forth in Section 3.2 of the Security Instrument, including, without limitation, in accordance with applicable law, and plans and specifications approved in advance by Lender.

6.3 Contemporaneously with the execution of this Agreement, Borrower shall remit \$322,000.00, (referred to herein as the "*Clubhouse Repair Allowance*") the remaining balance of the Clubhouse Insurance Proceeds, to Noteholder A as set forth in Section 4 above. The Clubhouse Repair Allowance shall be held and applied by Noteholder A in accordance with the terms and conditions set forth in Section 3.2 of the Security Instrument. Notwithstanding the foregoing, however, Borrower acknowledges that any disbursement requests submitted to Noteholder A in accordance with the terms of Section 3.2 of the Security Instrument, shall in no event include a disbursement request for expenses or costs intended to be paid for by the Construction Deposit. Notwithstanding the foregoing, however, each of the Borrower Parties hereby acknowledges that any disbursement requests submitted to Lender in accordance with the terms of Section 3.2 of the Security Instrument, shall in no event include a disbursement request for expenses or costs intended to be paid for by the Construction Deposit.

6.4 Notwithstanding anything to the contrary contained in the Security Instrument or any of the other Loan Documents, any Clubhouse Repair Allowance remaining after completion of the rebuilding of the Clubhouse in accordance the terms and conditions set forth in Section 3.2 of the Security Instrument, will be applied towards the outstanding principal balance of Note A.

6.5 On and subject to the terms and conditions of this Agreement and in strict reliance on the representations, warranties, acknowledgments and covenants set forth herein, Lender hereby waives the Casualty Default, and agrees not to take any action against Borrower or Guarantor for the misapplication or misappropriation of insurance proceeds as a result of the Casualty Default. Each of the Borrower Parties agrees and acknowledges that in the event that Lender discovers facts different from, or in addition to, those which Lender now believes to be true with respect to the Casualty Default, the foregoing waiver and agreement by Lender not to take any action, shall be immediately revoked, and of no effect, and all rights and remedies of Lender with respect to the Casualty Default shall be reserved. The waiver of the Casualty Default shall not constitute a waiver of any other default or Event of Default that may now or hereafter exist with respect to the Loan or the Loan Documents and Lender shall have no obligation to reach any agreements or waive any other defaults or Events of Default now or hereafter existing under the Loan Documents.

7. Waiver of Rent Application Default.

7.1 Each of the Borrower Parties hereby represents, warrants and acknowledges to Lender that for the period from April 2008, through the date hereof, rather than holding the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, for use in the payment of such sums in accordance with the terms of Section 4.1 of the ALR, Borrower has used the Rents received by it during such period (the "*Withheld Rents*") to pay expenses relating to the operation, maintenance and management of the Property and the costs of the Litigation (hereinafter defined) in accordance with the written statement of income and expenses Borrower has provided to Lender prior to the date hereof (the "*Paid Operating Expenses*"), and has deposited the balance of the Withheld Rents, in the amount of \$1,292,312.09, with its attorney (the "*Balance of the Withheld Rents*").

7.2 Contemporaneously with the execution of this Agreement, Borrower shall remit the Balance of the Withheld Rents to Noteholder A as set forth in Section 4 above.

7.3 On and subject to the terms and conditions of this Agreement and in strict reliance on the representations, warranties, acknowledgments and covenants set forth herein, Lender hereby waives the Rent Application Default and agrees not to take any action against Borrower or Guarantor for the misapplication or misappropriation of Rents as a result of the Rent Application Default. Each of the Borrower Parties agrees and acknowledges that in the event that Lender discovers facts different from, or in addition to, those which Lender now believes to be true with respect to the Rent Application Default, the foregoing waiver and agreement by Lender not to take any action, shall be immediately revoked, and of no effect, and all rights and remedies of Lender with respect to the Rent Application Default shall be reserved. The waiver of the Rent Application Default shall not constitute a waiver of any other default or Event of Default that may now or hereafter exist with respect to the Loan or the Loan Documents and Lender shall have no obligation to reach any agreements or waive any other defaults or Events of Default now or hereafter existing under the Loan Documents.

8. Agreement with respect to Litigation against Seller and Waiver of Defaults arising therefrom.

8.1 Each of the Borrower Parties hereby represents and warrants to Lender that: (i) due to certain misstatements and misrepresentations made by representatives of Tulane Park LLC, Borrower's predecessor in title to the Property (the "*Seller*"), at the time Borrower purchased the Property, Borrower instituted that certain civil action styled "Tulane Holdings, LLC, vs. Tulane Park LLC et. al.", bearing Civil Action Number CV2006-0306-CD and pending in the Circuit Court of Desoto County, Mississippi, against Seller (the "*Litigation*"); (ii) such misstatements and misrepresentations made by Seller include, without limitation, an omission of known information regarding the annual water and sewer expenses to be incurred by the Buyer after acquisition of the Property and an overstatement of future monthly rental income for the property to be earned by the Buyer after acquisition (such specific misstatements and misrepresentations relating to the annual water and sewer expenses and monthly rental, are hereinafter referred to as the "*Utilities and Rental Income Misstatements*"); and (iii) Borrower has been using some of the Withheld Rents to fund costs relating to the Litigation ("*Litigation Costs*").

8.2 Each of the Borrower Parties hereby covenants and agrees that from and after the date hereof, it shall not pay any Litigation Costs from the Rents, or from any other funds collected from, or arising with respect to, the Property.

8.3 In the event that any of the Borrower Parties is awarded damages or a financial settlement in the Litigation, Borrower shall immediately notify Lender of the amount so awarded (the "*Damages/Settlement Amount*"), and shall provide to Lender, for Lender's approval, a list (in such detail as Lender may request) of all Litigation Costs paid by Borrower from the date hereof through the date of the award of the Damage/Settlement Amount (the "*Deductible Litigation Costs*"). Such list shall be accompanied by a certificate by Borrower that the list is true and correct, and that none of the Deductible Litigation Costs have been paid from the Rents or any other funds collected from, or arising with respect to, the Property. Within five (5) days of the date of the award of the Damages/Settlement Amount, Borrower shall wire to Noteholder A eighty (80%) percent of the Net Damages/Settlement Amount. The Net Damages/Settlement Amount shall mean the Damages/Settlement Amount less the Deductible Litigation Costs approved by Lender, which approval will not be unreasonably delayed or withheld provided such costs and expenses are customary and usual costs and expenses incurred in similar litigation matters. Such funds shall be held and applied by Noteholder A to the outstanding balance of Note A in such manner, order and priority as Lender in its sole and absolute discretion may determine. Any Deductible Litigation Costs not approved by Lender within five (5) days of the date of the award of the Damages/Settlement Amount shall be paid by Borrower from the Damages/Settlement Amount

remaining after eighty (80%) percent of the Net Damages/Settlement Amount has been wired to Noteholder A, it being hereby acknowledged and agreed by each of the Borrower Parties that in no event shall the amount wired to Noteholder A be net of any Deductible Litigation Costs not approved by Lender.

9. Agreement with respect to Reserves. Borrower hereby warrants, covenants, represents and agrees that, notwithstanding any provision of any Loan Document to the contrary, Borrower shall make monthly deposits to the reserves described in the Escrow Agreement in accordance with the terms and provisions of the Escrow Agreement. Borrower hereby acknowledges that as of the date hereof, the monthly payments due and payable on each Payment Date to the Tax and Insurance Fund is \$22,412.54, subject to adjustment as set forth in the Loan Documents and to the On-Going Replacement Reserve is \$3,732.71, subject to adjustment as set forth in the Loan Documents. Borrower hereby further acknowledges that the amount of each such monthly payment is subject to adjustment in accordance with the terms of the Loan Documents.

10. Title Endorsements. At Closing, Borrower shall (a) cause First American Title Insurance Company to issue such endorsements to Lender's mortgagee's title insurance policy (Policy No. FA-31-1090068) in such form as Lender may require ("Title Endorsements"), including changing the effective date of such title policy to the date of the Closing, and showing that the Loan Documents remain in a first lien position, and (b) pay the cost of the Title Endorsements, any escrow, filing or recording fees applicable to the transactions described herein, and any other costs and expenses incurred in connection with this Agreement or the transactions described herein, including, without limitation, attorneys' fees.

11. Modification of Loan Documents.

11.1 Modification of Note A. On and subject to the terms and conditions of this Agreement and in strict reliance on the representations, warranties, acknowledgements and covenants set forth in this Agreement, Note A is hereby modified and amended as follows:

(a) by deleting in its entirety Section 1(b) thereof and substituting therefor the following:

"(b) A constant payment of \$72,922.17, on the first day of March, 2008 and on the first day of each calendar month thereafter up to and including the first day of February, 2010; and

(c) A payment of interest only on the first day March, 2010 and on the first day of each calendar month thereafter up to and including the first day of January, 2016;

with payments under this Note to be applied as follows:

(i) First, to the payment of interest and other costs and charges due in connection with this Note or the Debt, as Lender may determine in its sole discretion; and

(ii) The balance shall be applied toward the reduction of the principal sum;

and the balance of said principal sum, together with accrued and unpaid interest and any other amounts due under this Note shall be due and payable on the first day of February, 2016 or upon earlier maturity thereof whether by acceleration or otherwise (the

"Maturity Date"). Interest on the principal sum of this Note shall be calculated on the basis of a three hundred sixty (360) day year and paid for the actual number of days elapsed. All amounts due under this Note shall be payable without setoff, counterclaim or any other deduction whatsoever."

(b) by adding the following as new Section 1(c) thereto:

"(c) Beginning on July 15, 2010 and on the fifteenth day of each calendar month thereafter up to and including the fifteenth day of January, 2016, Borrower shall pay to Lender, in addition to any other amounts due and payable under this Note and the other Loan Documents, an amount equal to eighty (80%) percent of the Excess Cash Flow (as defined in the Security Instrument) for the immediately preceding calendar month (the **"Monthly Excess Cash Flow Payment"**). In the event that Lender does not agree with Borrower's calculation of the Monthly Excess Cash Flow Payment, Borrower shall pay to Lender any deficiency within three (3) days of receiving notice thereof from Lender. The Monthly Excess Cash Flow Payments shall be applied by Lender to the unpaid principal balance of this Note, provided, however, that if an Event of Default occurs and is continuing, Lender may apply the Monthly Excess Cash Flow Payments in such manner, priority and proportions, and at such time, as Lender may elect, in its sole and absolute discretion. Notwithstanding anything to the contrary in the Loan Documents, Borrower's failure to deposit with Lender the Monthly Excess Cash Flow Payment on or before the dates specified above shall constitute an Event of Default."

(c) by deleting in its entirety Section 2 thereof and substituting therefor the following:

"The term **"Applicable Interest Rate"** means from the date of this Note through and including January 31, 2010, a rate of 5.703% per annum, and from February 1, 2010 through and including the Maturity Date, a rate of 4.15% per annum."

(d) by deleting in its entirety the last sentence of Section 7(a) thereof and substituting therefor the following:

"Notwithstanding the foregoing, Borrower shall have the additional privilege to prepay the entire principal balance of this Note (together with any other sums constituting the Debt) on any scheduled payment date occurring on or after July 1, 2010, without any fee or consideration for such privilege."

(e) by deleting in its entirety Section 7(c) thereof.

(f) by deleting in their entirety the second and third sentences of Section 7(d) thereof.

(g) by deleting in its entirety Section 18(e) thereof.

11.2 Modification of Note B. On and subject to the terms and conditions of this Agreement and in strict reliance on the representations, warranties, acknowledgements and covenants set forth in this Agreement, Note B is hereby modified and amended as follows:

(a) by deleting in its entirety Section 1(b) thereof and substituting therefor the following:

“(b) A constant payment of \$8,149.44, on the first day of March, 2008 and on the first day of each calendar month thereafter up to and including the first day of February, 2010;

with payments under this Note to be applied as follows:

(i) First, to the payment of interest and other costs and charges due in connection with this Note or the Debt, as Lender may determine in its sole discretion; and

(ii) The balance shall be applied toward the reduction of the principal sum;

and the balance of said principal sum, together with accrued and unpaid interest and any other amounts due under this Note shall be due and payable on the first day of February, 2016 or upon earlier maturity hereof whether by acceleration or otherwise (the “Maturity Date”). Interest on the principal sum of this Note shall be calculated on the basis of a three hundred sixty (360) day year and paid for the actual number of days elapsed for any whole or partial month in which interest is being calculated. As a result of the actual/360 calculation, in certain 31-day months, there may be capitalized interest. All amounts due under this Note shall be payable without setoff, counterclaim or any other deduction whatsoever. Notwithstanding anything to the contrary herein contained, interest shall cease to accrue on the unpaid principal balance of this Note during the period from and including February 1, 2010 through and including the Maturity Date, and other than the payments due on the Maturity Date, no payments of principal or interest shall be due and payable under this Note with respect to such period. Such discontinuance of the accrual of interest shall not apply to the accrual of Default Interest (hereinafter defined) which shall continue to accrue in accordance with the terms of this Note with respect to the occurrence of any Event of Default.”

(b) by deleting in its entirety the last sentence of Section 7(a) thereof and substituting therefor the following:

“Notwithstanding the foregoing, Borrower shall have the additional privilege to prepay the entire principal balance of this Note (together with any other sums constituting the Debt, including, without limitation, all past due principal, interest, default interest payments and late fees) on any scheduled payment date occurring on or after July 1, 2010, without any fee or consideration for such privilege, provided the A Loan (as hereinafter defined) has been paid in full or is paid in full concurrently with the prepayment of the B Loan.”

(c) by deleting in its entirety Section 7(c) thereof.

(d) by deleting in its entirety the second sentence of Section 7(d) thereof.

(e) by deleting the words “or defeasance” from the first and second lines of the third sentence of Section 7(d) thereof.

(f) by deleting in its entirety Section 18(e) thereof.

11.3 Modification of the Security Instrument. On and subject to the terms and conditions of this Agreement and in strict reliance on the representations, warranties, acknowledgements and covenants set forth in this Agreement, the Security Instrument is hereby modified and amended as follows:

- (a) by adding the following as new Section 3.8(e) thereto:

“(e) Within fifteen (15) calendar days following the end of each calendar month, Borrower shall furnish to Lender an operating statement for the immediately preceding calendar month, detailing total revenue received from the Property during such period, all Expenses (as hereinafter defined) paid by Borrower during such period, and showing the calculation of net cash flow remaining after deducting from total revenue for such period, all Expenses for such period (such net amount being hereinafter referred to as “Excess Cash Flow”). Each such operating statement must be accompanied by invoices or other evidence satisfactory to Lender confirming payment of all Expenses, and such additional information as Lender may require for purposes of verifying the amount of Excess Cash Flow. Such operating statements must also be certified by Borrower as being true and correct and in such format and in such detail as Lender or its servicer may request. For the purposes of this Section, the term “Expenses” shall mean operating expenses that are typically incurred in the normal course of business with respect to a property of similar type and in a similar location as the Property, and shall include any scheduled monthly payment made by Borrower under the terms of the Loan Documents and any payments to the reserves described in the Escrow Agreement. “Expenses” shall not include capital expenditures unless prior written approval is obtained by the Lender, through its designated servicer or representative, or the legal fees incurred by Borrower in the pending litigation Tulane Holdings, LLC, vs. Tulane Park LLC, et. al.”, bearing Civil Action Number CV2006-0306-CD and pending in the Circuit Court of Desoto County, Mississippi.”

- (b) by deleting in its entirety the second sentence of Section 3.11 thereof.

(c) by deleting the words “or defeasance” from the first and second lines of the third sentence of Section 3.11 thereof.

(d) by deleting the words “maturity date” from Section 9.1(a) thereof and substituting therefor the following: “Maturity Date (as defined in the Note)”.

(e) Section 12.2(c) of the Security Instrument is hereby modified and amended by deleting the name and address of “Secured Party” appearing on page 44 thereof and substituting therefor the following:

“Bank of America, National Association, successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2006-CIBC14, Commercial Mortgage Pass-Through Certificates, Series 2006-CIBC14 and U.S. Bank National Association, as Trustee for the Registered Holders of Mezz Cap Commercial Mortgage Trust 2006-C4, Commercial Mortgage Pass-Through Certificates, Series 2006-C4
c/o Berkadia Commercial Mortgage
116 Welsh Road
Horsham, Pennsylvania 19044
Re: Berkadia Loan Number 991075148”

11.4 Modification of the ALR. On and subject to the terms and conditions of this Agreement and in strict reliance on the representations, warranties, acknowledgements and covenants set forth in this Agreement, the ALR is hereby modified and amended as follows:

(a) by correcting the final maturity date set forth in the last line of the first recital thereof to read "February 1, 2016".

11.5 Modification of the Loan Documents. On and subject to the terms and conditions of this Agreement and in strict reliance on the representations, warranties, acknowledgements and covenants set forth in this Agreement, the Loan Documents are hereby modified and amended such that the address provided therein for all notices or other written communications to Lender shall be deleted and the following inserted in lieu thereof:

"Bank of America, National Association, successor by merger to LaSalle Bank National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2006-CIBC14, Commercial Mortgage Pass-Through Certificates, Series 2006-CIBC14 and U.S. Bank National Association, as Trustee for the Registered Holders of Mezz Cap Commercial Mortgage Trust 2006-C4, Commercial Mortgage Pass-Through Certificates, Series 2006-C4
c/o Berkadia Commercial Mortgage
116 Welsh Road
Horsham, Pennsylvania 19044
Re: Berkadia Loan Number 991075148

With copy to:

Kilpatrick Stockton LLP
1100 Peachtree Street
Atlanta, Georgia 30309
Attention: Mindy S. Planer, Esq.

12. Modification; No Novation. Neither this Agreement nor any other document executed in connection herewith shall be deemed or construed to be a satisfaction, novation or release of the Loan or the Loan Documents, or any of them, or, other than as expressly set forth in Sections 5, 6, 7, and 8 of this Agreement, a waiver by Lender of any of the rights of Lender under the Loan Documents, or any of them, or at law or in equity. In furtherance of the foregoing, Borrower Parties stipulate and agree that the liens and security interests granted under the Loan Documents continue to secure payment of the Loan as hereby modified in accordance with their original priorities.

13. Continuing Operation. Except as specifically modified hereby, each of the Borrower Parties shall duly observe and perform each obligation and covenant to be performed under the Loan Documents to which it is a party.

14. Additional Documents. The Borrower Parties shall execute such other and further documents, instruments and agreements as the Lender may reasonably request to effect the express provisions of this Agreement. This Agreement and any such additional documents shall each be deemed to be a Loan Document as such term is defined in the Note. Furthermore, each of the Loan Documents as modified by this Agreement shall continue to constitute a Loan Document, and any reference in the Loan Documents to any Loan Document modified by this Agreement shall be deemed to refer to such Loan Document as modified by this Agreement.

15. Default. Any violation of any provision of this Agreement by any Borrower Party shall constitute an immediate Event of Default under the Security Instrument and the other Loan Documents. Upon the occurrence of any Event Default, Lender shall immediately and without further notice be entitled to exercise any and all rights and remedies of Lender against the Borrower Parties and the Property under the Loan Documents and otherwise in any other manner available at law or in equity and to collect the Indebtedness and all other liabilities. Moreover, and as a material inducement for Lender's entering into this Agreement, and in addition to any other rights and remedies under the Loan Documents, the Borrower Parties, jointly and severally, hereby irrevocably and unconditionally agree to: (a) upon request by Lender, execute a consent order, in form and substance acceptable to Lender, legally sufficient and acceptable to the assigned or presiding Judge of the Court in which the order is to be presented (the "Court"), for the appointment of a receiver for Borrower's assets, specifically including, without limitation, the Property and such other pleadings, acknowledgments of service of process and other documents, instruments and agreements as may be required by applicable laws, by Lender or by the Court; (b) consent to and agree not to oppose any foreclosure of the Property, or any part thereof, by Lender pursuant to the provisions of the Loan Documents, and execute such orders, pleadings and other documents, instruments and agreements as may be required by applicable laws, by Lender or by the Court to award final judgment and all relief sought to Lender; (c) not oppose the exercise of any other rights and/or remedies available to Lender under any of the Loan Documents; (d) upon request by Lender, to convey, transfer and assign to Lender all the Property, free and clear of all claims, liens and encumbrances, other than those matters affecting title to the Property which were in existence at the point in time immediately after the original funding of the Loan, by execution and delivery of all of the following documents, instruments and agreements, each in form acceptable to Lender: (i) a deed in lieu of foreclosure conveying the portions of the Property constituting real property under the laws of the State of Mississippi (the "State"), (ii) a bill of sale to those portions of the Property constituting personal property under the laws of the State, (iii) such other documents, instruments and agreements required to convey, transfer and assign all other portions of the Property.

16. Borrower Parties' Ratification of Loan Obligations; Indemnity. Borrower hereby expressly ratifies and confirms its obligation to pay the unpaid balance due and owing on the Loan and all interest thereon as provided in the Note (as modified and supplemented by this Agreement), subject to Section 10 of the Note, and each Borrower Party hereby expressly ratifies and confirms all other obligations under the Loan Documents (as modified and supplemented by this Agreement) subject to Section 10 of the Note. Without limiting the generality of the foregoing, Borrower expressly covenants and agrees to pay all loan installments as they become due and each Borrower Party expressly covenants and agrees to observe all its respective obligations under the Loan Documents (as modified and supplemented by this Agreement). Each Borrower Party's acknowledgment and ratification of the foregoing obligations (a) is absolute, unconditional and is not subject to any defenses, waivers, claims or offsets, and (b) shall not be affected or impaired by any agreement, condition, statement or representation of any person or entity other than Lender.

Each Borrower Party by its execution of this Agreement, jointly and severally agrees to reimburse, defend, indemnify and hold Lender, its officers, agents, loan servicers and employees harmless from and against any and all liabilities, claims, damages, penalties, expenditures, losses or charges (including, but not limited to, all legal fees and court costs), which may now or in the future be undertaken, suffered, paid, awarded, assessed or otherwise incurred as a result of or arising out of its own fraudulent or tortious conduct in connection with this Agreement or the Property, including the intentional misrepresentation of any financial data it presented to Lender. Nothing in this paragraph limits any liabilities or obligations of any Borrower Party under any other Loan Document, including, without limitation, the Guaranty and the Environmental Indemnity.

17. Side Letters. Each of the Borrower Parties confirms that it has not entered into any undisclosed side letters or agreements with any one or more of the other parties hereto, and agrees not to enter into any undisclosed side letters or agreements with any one or more of the other parties hereto.

18. Release of Claims and Covenant Not to Sue. As a material inducement to the Lender to enter into this Agreement and to grant the additional concessions to Borrower Parties reflected herein, all in accordance with and subject to the terms and conditions of this Agreement, and all of which are to the direct advantage and benefit of Borrower Parties, each Borrower Party, for itself and its past, present or future officers, directors, employees, agents, attorneys, representatives, participants, heirs, successors or assigns, (a) does hereby remise, release, acquit, satisfy and forever discharge each of Lender and all of its past, present and future servicers (including, without limitation Midland), officers, directors, employees, agents, attorneys, representatives, participants, successors and assigns, from any and all liabilities, damages, losses, claims, demands, costs, expenses, defenses, set-offs, rights of recoupment, judgments, executions, causes of action, suits, debts, dues, sums of money, claims for attorneys' fees or costs, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, torts, omissions, representations, breaches of contract or of obligations to perform, and any type of conduct or misconduct, whether negligent, intentional or otherwise, whether in law or in equity, whether matured or unmatured, whether known or unknown, whether liquidated or unliquidated, whether contingent or non-contingent which any Borrower Party now has or hereafter can, shall or may have by reason of any matter, cause or thing, from the beginning of the world to and including the date of this Agreement, including specifically, but without limitation, matters arising out of, in connection with or relating to (i) any obligations under the Loan Documents, (ii) the Loan Documents or the indebtedness evidenced thereby, including, the administration or funding thereof, and (iii) any other relationship, agreement or transaction between any Borrower Party and Lender or any of its subsidiaries or affiliates; and (b) does hereby covenant and agree never to institute or cause to be instituted or continue prosecution of any suit or other form of action or proceeding of any kind or nature whatsoever against Lender or any of its past, present or future officers, directors, employees, agents, attorneys, representatives, participants, successors or assigns, by reason of or in connection with any of the foregoing matters, claims or causes of action. Each Borrower Party further agrees and acknowledges that it may hereafter discover facts different from, or in addition to, those which such Borrower Party now knows or believes to be true with respect to the claims released pursuant to this Paragraph, and agrees that the foregoing release shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof.

19. No Defenses, Counterclaims or Rights of Offset. Release. Borrower Parties for themselves and their respective heirs, executors, administrators and successors and assigns, and by their execution hereof, (i) hereby acknowledge, admit and agree that, as of the date of execution and delivery of this Agreement, there are no defenses, counterclaims or offsets relating to their obligations under or in respect of the Loan Documents or to the enforcement or exercise by Lender of any of its rights, powers or remedies under or in respect of the Loan Documents, or alternatively (ii) hereby irrevocably waive, relinquish and release any and all such objections, claims, defenses, counterclaims or offsets, that may exist as of the date hereof including, without limitation, any and all such objections, claims, defenses, counterclaims or offsets that are unknown, unsuspected, unanticipated or undisclosed as of such date. Each Borrower Party further agrees and acknowledges that it may hereafter discover facts different from, or in addition to, those which such Borrower Party now knows or believes to be true with respect to the claims released pursuant to this Paragraph, and agrees that the foregoing release shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof.

20. Future Negotiations. Borrower Parties acknowledge and agree that (i) Lender has no obligation whatsoever to discuss, negotiate or to agree to any restructuring of the Loan, or any

modification, amendment, restructuring or reinstatement of the Loan Documents or to forbear from exercising its rights and remedies under the Loan Documents; (ii) if there are any future discussions among Lender and any of the Borrower Parties concerning any such restructuring, modification, amendment or reinstatement, then no restructuring, modification, amendment, reinstatement, compromise, settlement, agreement or understanding with respect to the Loan, the Loan Documents, the Property, or any aspect thereof shall constitute a legally binding agreement or contract or have any force or effect whatsoever unless and until reduced to writing and signed by authorized representatives of the parties; and (iii) no Borrower Party shall assert or claim in any legal proceedings or otherwise that any such agreement exists except in accordance with the terms of this Paragraph.

21. Bankruptcy Covenants.

21.1 In the event of the filing of any petition for bankruptcy relief filed by or against any Borrower Party, subject to the approval of a court of competent jurisdiction, Borrower Parties consent to the entry of an order granting Lender relief from the automatic stay of Section 362 of the Bankruptcy Code and shall not assert or request any other party to assert that the automatic stay provided by Section 362 of the Bankruptcy Code shall operate or be interpreted to stay, interdict, condition, reduce or inhibit the ability of the Lender to enforce any rights it has under the Loan Documents, or any other rights Lender has against Borrower or against any property owned by Borrower;

21.2 Borrower Parties shall not seek or request any other party to seek a supplemental stay or any other relief, whether injunctive or otherwise, pursuant to Section 105 of the Bankruptcy Code or any other provision of the Bankruptcy Code, to stay, interdict, condition, reduce or inhibit the ability of the Lender to enforce any rights they have under the Loan Documents, or any other rights the Lender has against any Borrower Party or the Property.

21.3 Borrower Parties further acknowledge and agree that Lender, as a material inducement to enter into this Agreement, has specifically bargained for the concessions set forth in this Section and that this Agreement may be deemed conclusive evidence as to such negotiated ongoing intention of the parties and that it is intending to remain the primary element in determining if cause exists for granting such concessions.

22. References in the Loan Documents. This Agreement shall be deemed a "*Loan Document*" for all purposes under the Loan Documents. Any reference in the Loan Documents to any Loan Document modified by this Agreement shall be deemed to refer to such Loan Document as modified by this Agreement.

23. Liability. Unless specifically set forth to the contrary herein, if any party hereto consists of more than one person, the obligations and liabilities of such person shall be joint and several. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns forever.

24. Miscellaneous.

24.1 Cumulative Rights. No right, power or remedy conferred upon or reserved to Lender in the Loan Documents is exclusive of any other right, power or remedy conferred upon Lender thereunder or at law or in equity. Each remedy shall be cumulative and may be exercised by Lender concurrently or consecutively in its discretion.

24.2 No Waiver. Lender may, in its sole discretion, from time to time waive or forbear from enforcing any provision contained in the Loan Documents, and no such waiver or forbearance shall be deemed a waiver by any Lender of any other right or remedy provided herein or by law or be deemed a waiver of the right at any later time to enforce strictly all provisions contained in the Loan Documents and to exercise any and all remedies provided herein and by law. Each of the Borrower

Parties hereby acknowledges and agrees that neither this Agreement nor any actions pursuant to this Agreement nor any negotiations or discussions among the parties, any of their agents, officers or principals and Lender, shall be deemed or construed to cure or waive any existing defaults under the Loan Documents, constitute a reinstatement, novation or release of the Loan or the Loan Documents, or except as expressly set forth in this Agreement constitute a modification, amendment or waiver of the Loan or Loan Documents.

24.3 Headings. The headings of the articles, sections and subsections of this Agreement are for the convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof or thereof.

24.4 Admissions. The Borrower Parties expressly acknowledge and agree that the waivers, estoppels and releases contained in this Agreement shall not be construed as an admission of wrongdoing, liability or culpability on the part of Lender or an admission by Lender of the existence of any claims of any Borrower Party against Lender.

24.5 Construction of Agreement. Each party acknowledges that it has participated in the negotiation of this Agreement, and no provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision. Borrower Parties acknowledge that at all times they have been represented by an attorney in the negotiation of the terms of and in the preparation and execution of this Agreement, or have voluntarily decided not to be represented by an attorney, and have had the opportunity to review and analyze this Agreement for a sufficient period of time prior to the execution and delivery thereof. No representations or warranties have been made by or on behalf of Lender, or relied upon by any Borrower Party, pertaining to the subject matter of this Agreement, other than those set forth in this Agreement. This Agreement and the Loan Documents embody the entire agreement and understanding among the parties to the subject matter hereof and supersede all prior proposals, negotiations, agreements and understanding relating to such subject matter.

24.6 Notices. Any notice required or permitted to be given under this Agreement or any other Loan Document shall be in writing and shall be given in accordance with Section 14.1 of the Security Instrument, addressed as follows:

Borrower and/or Doron Goldschmidt:	Tulane Holdings, LLC 709 Cedar Lane Teaneck, New Jersey 07666 Attention: Doron Goldschmidt
Gavriel Alexander	Royal Realty Group 15 Sherri Lane Wesley Hills, New York 10977 Attention: Gavriel Alexander
Noteholder A:	Bank of America, National Association, successor-by merger to LaSalle Bank National Association, as Trustee for the Registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2006-CIBC14 Commercial Mortgage Pass-Through Certificates Series 2006-CIBC14 c/o Berkadia Commercial Mortgage 116 Welsh Road

Horsham, Pennsylvania 19044
Re: Berkadia Loan Number 991075148

Noteholder B: U.S. Bank National Association, as Trustee for the
Registered Holders of Mezz Cap Commercial Mortgage
Trust 2006-C4, Commercial Mortgage Pass Through
Certificates, Series 2006-C4
c/o Berkadia Commercial Mortgage
116 Welsh Road
Horsham, Pennsylvania 19044
Re: Berkadia Loan Number 991075148

With a copy to: Kilpatrick Stockton LLP
1100 Peachtree Street
Atlanta, Georgia 30309
Attention: Mindy S. Planer, Esq.

24.7 Governing Law. This Agreement shall be governed by and construed in accordance with the terms and provisions of Section 15.1 of the Security Instrument.

24.8 No Assignment by Borrower Parties. The rights and obligations of Borrower Parties hereunder may not be assigned or transferred to any person or entity without the express written consent of Lender.

24.9 No Modifications. The terms of the Loan Documents may not be changed, modified, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against whom the enforcement of the change, modification, waiver, discharge or termination is asserted.

24.10 Invalid Provision to Affect No Others. If any provisions of this Agreement shall be held invalid, then such provision only shall be deemed invalid, and the remainder of this Agreement shall remain operative and in full force and effect.

24.11 Time of Essence. Time is of the essence in respect of this Agreement to each and every provision of this Agreement.

24.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

24.13 Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Agreement (including pronouns) shall include the corresponding masculine, feminine or neuter forms, and the singular form of such words shall include the plural and vice versa. The words "included", "includes" and "including" shall each be deemed to be followed by the phrase, "without limitation." The words "herein", "hereby", "hereof", and "hereunder" shall each be deemed to refer to this entire Agreement and not to any particular paragraph, article or section hereof. Notwithstanding the foregoing, if any law is amended so as to broaden the meaning of any term defined in it, such broader meaning shall apply subsequent to the effective date of such amendment. Where a defined term derives its meaning from a statutory reference, any regulatory definition is broader than the statutory reference and any reference or citation to a statute or regulation

shall be deemed to include any amendments to that statute or regulation and judicial and administrative interpretations of it.

24.14 Sole Discretion of Lender. Wherever pursuant to this Agreement, Lender exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Lender, Lender's decision to approve or disapprove or to decide that arrangements or terms are satisfactory or not satisfactory shall be in the sole and absolute discretion of Lender and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

24.15 Integration, Survival. This Agreement and the Loan Documents embody the entire agreement by and between the parties hereto with respect to the Loan, and any and all prior correspondence, discussions or negotiations are deemed merged therein. Except as otherwise specifically provided herein, all obligations of any party contained in this Agreement or the Loan Documents shall survive the Closing, and Lender hereby preserves all of its rights against all persons or entities and all collateral securing the Loan, including, without limitation, the Property.

24.16 No Oral Change. This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of any party hereto, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought. In addition, nothing contained in any document submitted for Lender's review shall modify, amend, waive, extend, change, discharge or terminate any term or provision of the Loan Documents or constitute Lender's consent to any matter in the Loan Documents requiring Lender's consent unless and until such time, if any, as an agreement specifically allowing such modification, amendment, waiver, extension, change discharge or termination or consenting to such matter has been executed in writing by Lender.

24.17 Usury. It is expressly stipulated and agreed to be the intent of all of the parties hereto at all times to comply with the applicable law governing the maximum rate or amount of interest payable on or in connection with the Note and the Loan (or applicable United States federal law to the extent that it permits Lender to contract for, charge, take, reserve or receive a greater amount of interest payable on or in connection with the Note and the Loan than under applicable law). If the applicable law is ever judicially interpreted so as to render usurious any amount called for under the Note or under the Security Instrument, this Agreement or any other Loan Document, or contracted for, charged, taken, reserved or received with respect to the Loan, or Borrower's having paid any interest in excess of that permitted by law, then it is the express intent of all of the parties that all excess amounts theretofore collected by Lender be credited to the then outstanding principal balance of the Note (or, if the Note has been or would thereby be paid in full, any surplus refunded to Borrower), and the provisions of the Note, this Agreement, the Security Instrument and the other Loan Documents immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new documents, so as to comply with such applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. To the extent permitted by law, the Borrower and the Guarantor hereby waive and release all claims and defenses based upon usury in connection with the execution and delivery of the Note and the other Loan Documents and the borrowing of the funds represented by the Loan.

24.18 WAIVER OF JURY TRIAL. THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THE LOAN OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE LOAN DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT

(WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER'S CONSENT TO THE CONSENT AND TRANSACTIONS.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

BORROWER:

TULANE HOLDINGS, LLC, a Mississippi limited liability company

By: **HORN LAKE HOLDINGS LLC**, a New Jersey limited liability company, its Chief Manager

By: 
Name: Doron Goldschmidt
Title: Manager

By: _____
Name: Gavriel Alexander
Title: Manager

Executed this the 28 day of May,
2010, to be effective as of the 10th day of
June, 2010

[Acknowledgments continue on next page]

STATE OF _____)
)
COUNTY OF _____) SS.

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named _____, who acknowledged that he is the _____ of Horn Lake Holdings LLC, a New Jersey limited liability company, the Chief Manager of TULANE HOLDINGS, LLC, a Mississippi limited liability company, and that in said capacity, he executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.

Printed Name: _____

Notary Public, State of _____

My Commission Expires:

Affix official seal

STATE OF NJ)
)
COUNTY OF Bergen) SS.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of May, 2010, within my jurisdiction, the within named Doron Goltschmidt who acknowledged that he is the Chief Manager of Horn Lake Holdings LLC, a New Jersey limited liability company, the Chief Manager of TULANE HOLDINGS, LLC, a Mississippi limited liability company, and that in said capacity, he executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.

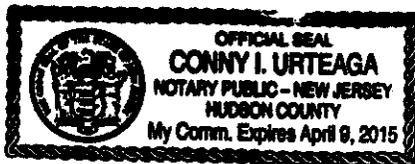
[Signature]

Printed Name: CONNOR URTEAGA

Notary Public, State of NEW JERSEY

My Commission Expires:

Affix official seal

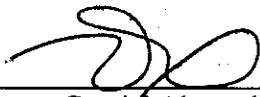


BORROWER:

TULANE HOLDINGS, LLC, a Mississippi limited liability company

By: **HORN LAKE HOLDINGS LLC**, a New Jersey limited liability company, its Chief Manager

By: _____
Name: Doron Goldschmidt
Title: Manager

By:  _____
Name: Gavriel Alexander
Title: Manager

Executed this the 3rd day of JUNE, 2010, to be effective as of the 10th day of JUNE, 2010

[Acknowledgments continue on next page]

STATE OF _____)
)
COUNTY OF _____) SS.

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2010, within my jurisdiction, the within named _____, who acknowledged that he is the _____ of Horn Lake Holdings LLC, a New Jersey limited liability company, the Chief Manager of TULANE HOLDINGS, LLC, a Mississippi limited liability company, and that in said capacity, he executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.

Printed Name: _____
Notary Public, State of _____

My Commission Expires:

Affix official seal

STATE OF New York)
)
COUNTY OF Rockland) SS.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 3 day of June, 2010, within my jurisdiction, the within named Grand Staveland, who acknowledged that he is the member of Horn Lake Holdings LLC, a New Jersey limited liability company, the Chief Manager of TULANE HOLDINGS, LLC, a Mississippi limited liability company, and that in said capacity, he executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.

Ely Gandy
Printed Name: Eliezer Gewirtzman
Notary Public, State of New York

My Commission Expires:

Affix official seal

ELIEZER GEWIRTZMAN
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01GE8162733
QUALIFIED IN ROCKLAND COUNTY
MY COMMISSION EXPIRES MARCH 19, 2011

[Signatures continue on next page]

GUARANTOR:

Doron Goldschmidt

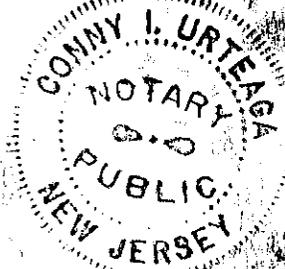
DORON GOLDSCHMIDT, an individual

Executed this the 28 day of May,
2010, to be effective as of the 10th day of
June, 2010

STATE OF NJ)
)
COUNTY OF Bergen)

SS.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of May, 2010, within my jurisdiction, the within named **DORON GOLDSCHMIDT**, an individual, and that in said capacity, he executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.



Conny I. Urteaga

Printed Name: CONNIE URTEAGA

Notary Public, State of NEW JERSEY

My Commission Expires:

Affix official seal



[Signatures continue on next page]

GUARANTOR:

[Signature]
GAVRIEL ALEXANDER, an individual

Executed this the 28 day of May, 2010, to be effective as of the 10th day of June, 2010

STATE OF NY)
COUNTY OF Westchester)

SS.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of May, 2010, within my jurisdiction, the within named GAVRIEL ALEXANDER, an individual, and that in said capacity, he/she executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
Printed Name: Corey B. Rabin
Notary Public, State of New York

My Commission Expires:

Affix official seal

COREY B. RABIN
Notary Public, State of New York
No. 604745830
Qualified in Westchester County
Commission Expires
MARCH 21, 2014

[Signatures continue on next page]

EXHIBIT A**Legal Description of Real Property****TRACT I**

LEGAL DESCRIPTION OF LOT 2, CENTER CITY COMMERCIAL, REVISION TO LOTS 2.5, AND 7 OF SECTION "A" BEING LOCATED IN PART OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH RANGE 8 WEST, CITY OF HORN LAKE, MISSISSIPPI;

BEGINNING AT A IRON PIN (FOUND) AT THE SOUTHEAST CORNER OF LOT THREE OF CENTER CITY COMMERCIAL, REVISION TO LOTS 2, 5 & 7 OF SECTION "A" (PLAT BOOK 78 PAGE 31; THENCE SOUTH 89 DEGREES 23 MINUTES 51 SECONDS EAST 647.99 FEET TO A FENCE POST; THENCE NORTH 00 DEGREES 36 MINUTES 09 SECONDS EAST 431.55 FEET TO A IRON PIN (FOUND); THENCE SOUTH 89 DEGREES 23 MINUTES 51 SECONDS EAST 402.48 FEET TO A IRON PIN (FOUND) IN THE WEST RIGHT-OF-WAY OF TULANE ROAD (106'R.O.W.); THENCE SOUTH ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1178.00, AND A DELTA ANGLE OF 12 DEGREES 19 MINUTES 19 SECONDS A CHORD BEARING OF SOUTH 08 DEGREES 43 MINUTES 08 SECONDS WEST AND A CHORD DISTANCE OF 252.85 FEET TO A IRON PIN (FOUND); THENCE SOUTH 00 DEGREES 05 MINUTES 39 SECONDS WEST 241.09 FEET TO A IRON PIN (FOUND); THENCE SOUTH 89 DEGREES 39 MINUTES 35 SECONDS WEST 157.00 FEET TO A IRON PIN (FOUND); THENCE SOUTH 00 DEGREES 05 MINUTES 39 SECONDS WEST 190.00 FEET TO A IRON PIN (FOUND); THENCE SOUTH 89 DEGREES 39 MINUTES 35 SECONDS WEST 388.50 FEET TO A IRON PIN (FOUND); THENCE NORTH 00 DEGREES 20 MINUTES 25 SECONDS WEST 35.01 FEET TO A IRON PIN (FOUND); THENCE SOUTH 89 DEGREES 39 MINUTES 35 SECONDS WEST 472.65 FEET TO A IRON PIN (FOUND) IN THE EAST RIGHT-OF-WAY OF BENJI DRIVE (50'R.O.W.); THENCE NORTH 00 DEGREES 36 MINUTES 09 SECONDS EAST ALONG SAID RIGHT-OF-WAY 231.59 FEET TO THE POINT OF BEGINNING CONTAINING 8.68, MORE OR LESS, ACRES OF LAND BEING SUBJECT TO ALL CODES, REGULATIONS, REVISIONS, EASEMENTS AND RIGHT-OF-WAY OF RECORD.

INDEXING INSTRUCTIONS: A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI.

TRACT II

LEGAL DESCRIPTION OF LOT 5, CENTER CITY COMMERCIAL, REVISION TO LOTS 2.5, AND 7 OF SECTION "A" BEING LOCATED IN PART OF THE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH RANGE 8 WEST, CITY OF HORN LAKE, MISSISSIPPI;

BEGINNING AT A IRON PIN (FOUND) AT THE NORTHEAST CORNER OF LOT SEVEN OF CENTER CITY COMMERCIAL, REVISION TO LOTS 2, 5 & 7 OF SECTION "A" (PLAT

BOOK 78 PAGE 31; THENCE NORTH 89 DEGREES 54 MINUTES 21 SECONDS WEST 426.53 FEET TO A IRON PIN (SET) IN THE WEST RIGHT-OF-WAY OF TULANE ROAD (106'R.O.W.); THENCE NORTH ALONG SAID RIGHT-OF-WAY NORTH 00 DEGREES 05 MINUTES 39 SECONDS EAST 386.96 FEET TO A IRON PIN (FOUND); THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1072.00 FEET AND A DELTA ANGLE OF 30 DEGREES 26 MINUTES 19 SECONDS AND A CHORD BEARING OF NORTH 17 DEGREES 54 MINUTES 22 SECONDS EAST AND A CHORD DISTANCE OF 562.83 FEET TO A IRON PIN (FOUND); THENCE NORTH 35 DEGREES 03 MINUTES 56 SECONDS EAST 79.07 FEET TO A IRON PIN (FOUND); THENCE NORTH 36 DEGREES 10 MINUTES 07 SECONDS EAST 32.58 FEET TO A IRON PIN (FOUND); THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 74 DEGREES 59 MINUTES 35 SECONDS AND A CHORD BEARING OF NORTH 73 DEGREES 39 MINUTES 55 SECONDS EAST AND A CHORD DISTANCE OF 30.44 FEET TO A IRON PIN (FOUND); THENCE SOUTH 68 DEGREES 50 MINUTES 18 SECONDS EAST 52.84 FEET TO A IRON PIN (FOUND); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 289.72 FEET AND A DELTA ANGLE OF 21 DEGREES 23 MINUTES 31 SECONDS AND A CHORD BEARING OF SOUTH 79 DEGREES 32 MINUTES 03 SECONDS EAST AND A CHORD DISTANCE OF 107.54 FEET TO A IRON PIN (SET); THENCE SOUTH 00 DEGREES 13 MINUTES 49 SECONDS EAST 984.21 FEET TO THE POINT OF BEGINNING CONTAINING 8.65, MORE OR LESS, ACRES OF LAND BEING SUBJECT TO ALL CODES, REGULATIONS, REVISIONS, EASEMENTS AND RIGHT-OF-WAY OF RECORD.

INDEXING INSTRUCTIONS: A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI.

TRACT III

LEGAL DESCRIPTION OF LOT 193, WELLINGTON SQUARE, FIRST REVISION OF SECTION "E" BEING LOCATED IN PART OF THE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH RANGE 8 WEST, CITY OF HORN LAKE, MISSISSIPPI;

BEGINNING AT A IRON PIN (FOUND) AT THE SOUTHWEST CORNER OF LOT 192 WELLINGTON SQUARE, FIRST REVISION OF SECTION "F" (PLAT BOOK 51 PAGE 39; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 239.72 FEET AND A DELTA ANGLE OF 21 DEGREES 25 MINUTES 05 SECONDS AND A CHORD BEARING OF NORTH 79 DEGREES 32 MINUTES 51 SECONDS WEST AND A CHORD DISTANCE OF 89.09 FEET ALONG THE NORTH LINE OF SPRING HILL DRIVE ROAD RIGHT-OF-WAY DEDICATION TO A IRON PIN (SET); THENCE NORTH 68 DEGREES 50 MINUTES 18 SECONDS WEST 25.91 FEET TO A IRON PIN (SET); THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 105 DEGREES 00 MINUTES 25 SECONDS AND A CHORD BEARING OF NORTH 16 DEGREES 20 MINUTES 06 WEST AND A CHORD DISTANCE OF 39.67 FEET TO A IRON PIN (SET) IN THE EAST RIGHT-OF-WAY OF TULANE ROAD (106'R.O.W.); THENCE NORTH ALONG SAID RIGHT-OF-WAY NORTH 36 DEGREES 10 MINUTES 07 SECONDS EAST 75.64 FEET TO A IRON PIN (FOUND); THENCE NORTH 89 DEGREES 46 MINUTES 11 SECONDS EAST 77.80 FEET TO A IRON PIN (FOUND); THENCE SOUTH 00 DEGREES 13 MINUTES 49 SECONDS EAST 124.96 FEET TO THE POINT OF BEGINNING CONTAINING .29, MORE OR LESS, ACRES OF LAND BEING

SUBJECT TO ALL CODES, REGULATIONS, REVISIONS, EASEMENTS AND RIGHT-OF-WAY OF RECORD.

INDEXING INSTRUCTIONS: A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI.

EXHIBIT B**Organizational Chart for Borrower****Tulane Holdings LLC****Horn Lake Holdings LLC**

Doron Goldschmidt	13.63%	
Judah Goldschmidt	6.00%	
Gustave Goldschmidt	12.12%	
Ronald Herrmann	48.48%	
Gavriel Alexander	19.69%	32.61%

Ellis International, Ltd.	13.83%
Sam Kahan	11.86%
Bamm Properties LLC	11.86%
Ari Kluger	9.89%
Mark Koenig	3.95%
Leba Stark Schneider	3.95%
Kell Teichman	3.95%
Avi Stark	3.95%
Arie Rabinowitz	3.95%
Michael Manera	0.20%
	100%

SCHEDULE 1

Litigation

None.