

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

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

Defendants.

CASE NO.: 8:09-cv-87-T-26TBM

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.

**RECEIVER'S UNOPPOSED VERIFIED MOTION TO
CONVEY CERTAIN BUSINESS ASSETS AND REAL PROPERTY LOCATED AT
599 LIME AVENUE, SARASOTA, FLORIDA 34237**

Pursuant to 28 U.S.C. § 754, Fed. R. Civ. P. 66, and Rule 3.01 of the Local Rules of the Middle District of Florida, Burton W. Wiand, as Receiver (the "Receiver"),

respectfully moves the Court for entry of an order, in substantially the same form attached as Exhibit 1, conveying the following:

- title to the real property located at 599 Lime Avenue, Sarasota, Florida 34237 (the “Real Property”), 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, to Ron C. Carter, a single man and James F. Neal, a single man in substantially the form of the proposed via Receiver’s Deed attached as Exhibit 2; and,
- ownership of the remaining business assets of A Victorian Garden Florist, LLC d/b/a Mr. Florist Plants and Things (the “Florist”) which are presently located in the Real Property to Ron C. Carter and James F. Neal.

The Receiver believes the conveyance of the real property and remaining business assets of the Florist to Messrs. Carter and Neal is in the best interests of this Receivership because:

- the information in the Receiver’s possession does not show that there is any equity in the Real Property;
- it will eliminate a claim of over \$1,160,000.00 submitted against the Receivership Estate;
- it will save the Receivership the ongoing costs of maintaining the Real Property; and,
- the Receiver does not believe that the remaining business assets of the Florist have any realizable value for the Receivership Estate.

BACKGROUND

On January 21, 2009, the Securities and Exchange Commission (“Commission”) initiated this action to prevent the defendants from further defrauding investors of hedge funds operated by them. That same day, the Court entered an order appointing Burton W. Wiand as Receiver for Defendants Scoop Capital, LLC (“Scoop Capital”) and Scoop Management, Inc. (“Scoop Management”) and Relief Defendants 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; and Viking Management, LLC (the “Order Appointing Receiver”). (*See generally* Order Appointing Receiver (Doc. 8).)

Pursuant to the Order Appointing Receiver, the Receiver has the duty and authority to: “administer and manage the business affairs, funds, assets, choses in action and any other property of the Defendants and Relief Defendants; marshal and safeguard all of the assets of the Defendants and Relief Defendants; and take whatever actions are necessary for the protection of the investors.” (Order Appointing Receiver at 1-2.) In particular, the Receiver was directed to:

[t]ake immediate possession of all property, assets and estates of every kind of the [Receivership Entities], whatsoever and wheresoever located belonging to or in the possession of the [Receivership Entities], including but not limited to all offices maintained by the [Receivership Entities], rights of action, books, papers, data processing records, evidences of debt, bank accounts, savings accounts, certificates of deposit, stocks, bonds, debentures and other securities, mortgages, furniture, fixtures, office supplies and equipment, and all real property of the [Receivership Entities] wherever situated, and to administer such assets as is required in order to comply with the directions contained in this Order, and to hold all other assets pending further order of this Court

(*Id.* at 2.)

In accordance with that Order, the Receiver took possession of the Florist and the Real Property. (Doc. 81). Now, the Receiver seeks this Court's approval to convey title to the Real Property and ownership of the remaining business assets of the Florist, which are located in the Real Property, to Messrs. Carter and Neal.

REAL PROPERTY AND BUSINESS ASSETS

On August 3, 2006, Lime Avenue Enterprises, LLC, purchased the Real Property for \$785,000.00 from Messrs. Carter and Neal. See Exhibit 3. As part of the same transaction, A Victorian Garden Florist, LLC, purchased the business assets of a retail florist business known as Mr. Florist Plants and Things for \$400,000.00 also from Messrs. Carter and Neal. See Exhibit 3. The purpose of the August 3, 2006, transaction was for A Victorian Garden Florist, LLC, to continue the operation of the retail florist business located in the Real Property.

The books, records, and assets of Lime Avenue Enterprises, LLC, and A Victorian Garden Florist, LLC, were examined by the Receiver. The Receiver learned that Lime Avenue Enterprises, LLC, executed a balloon mortgage note in the amount of \$628,000.00 in favor of Messrs. Carter and Neal to purchase the Real Property and the florist's business assets. See Exhibit 4. Further, a mortgage was executed and recorded to securitize that note. See Exhibit 5. The books and records also revealed Lime Avenue Enterprises, LLC, and A Victorian Garden Florist, LLC, did not generate sufficient revenue to cover expenses and thus the florist was dependent on the influx of outside money. The Receiver also determined

that the Florist's assets, mainly consisting of florist equipment, had very little value¹. See Exhibit 6. The Receiver attempted to continue to operate the retail florist business with the existing employees, however after approximately two months he determined that arrangement was not viable for several reasons, including that the business was not generating sufficient revenues to support itself. He also determined at that point that there would be no benefit to the Receivership in continuing to operate the Florist. In lieu of closing the business, the Receiver allowed the former owners of the flower shop, Messrs. Carter and Neal, to continue its operations in order to ensure that the Real Property would be maintained and preserved.

The 2009 Sarasota County Property Appraiser's assessed value of the Real Property at the time it became part of the Receivership Estate was \$320,700.00. See Exhibit 7. The Receiver obtained several opinions from local realtors as to the fair market value of the Real Property. These opinions projected a fair market value of somewhere between \$300,000.00 and \$675,000.00. See Exhibit 8, an example of one fair market value opinion submitted to the Receiver by a local realtor. The Receiver has made efforts to sell the Real Property, but between March 2009 and April 2011 has only been presented with one offer in the amount of \$160,000.00 on February 16, 2010. The Sarasota County Property Appraiser's 2010 assessment on the Real Property has dropped to \$279,200.00. See Exhibit 9.

The Receiver has considered and investigated several courses of action regarding the Real Property and Florist to determine what would be in the best interests of the

¹ The Receiver also took possession of two vehicles owned by Lime Avenue Enterprises, LLC (a 1999 Ford van and a 2003 Dodge van) which were sold by the Receiver for \$500 and \$2,000, respectively.

Receivership. After considering the following facts, the Receiver has ultimately decided that conveying the Real Property and the Florist's remaining assets to Messrs. Carter and Neal in exchange for a release of all claims against this Receivership is in the best interests of the Receivership. See Exhibit 10.

First, the Real Property is subject to a mortgage securing a note with over \$628,000.00 in debt. The mortgage is held by Messrs. Carter and Neal. Messrs. Carter and Neal have submitted a proof of claim in the amount of \$1,163,919.35 representing the outstanding principal and interest on that mortgage and note.

Second, after considering the fair market value opinions of local realtors, as well as the Sarasota County Property Appraisers' declining assessments of the Real Property, relative to the debt encumbering the Real Property, the Receiver does not believe there is any equity in the Real Property. In fact, it appears that the debt far exceeds the Real Property's value. Rather than holding the Real Property and incurring up-keep expenses, it is in the best interest of this Receivership if that property is transferred to Messrs. Carter and Neal in exchange for their waiver of claims.

Third, research by the Receiver has revealed that the market for property in the Sarasota area continues to decline. According to reports, sales revenue for real estate is declining. The decrease in sales revenue is a function of both decreasing property values and negative absorption. In addition, there is no certainty regarding when, or if, the real estate market will begin to recover. These market trends further support the Receiver's belief that there is no equity in the Real Property, there is no short term prospect for an increase in that

property's value, and that it is in the Receivership's best interest to transfer the Real Property sooner rather than later.

The Receiver has determined that there is likely no equity in the Real Property and that the Florist's remaining assets have very little (if any) value (as such the cost of an effort to sell those assets would likely exceed the minimal – if any - revenues from any such sale). As such, it is in the best interest of the Receivership to convey the Real Property and Florist's remaining assets to Messrs. Carter and Neal in exchange for a release of any and all claims they have or may have against the Receivership Estate, including claims arising from the mortgage and note. See Exhibit 10.

MEMORANDUM OF LAW

The Court's power to supervise an equity receivership and to determine the appropriate actions to be taken in the administration of the receivership is extremely broad. *SEC v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992); *SEC v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). The Court's wide discretion derives from the inherent powers of an equity court to fashion relief. *Elliott*, 953 F.2d at 1566; *SEC v. Safety Finance Service, Inc.*, 674 F.2d 368, 372 (5th Cir. 1982). The relief sought by the Receiver falls squarely within those powers. The Receiver believes sale of the assets as outlined in this motion is in the best interests of the Receivership. The relief sought is in furtherance of the duties and authorities bestowed upon the Receiver by the Order Appointing Receiver.

WHEREFORE, the Receiver moves the Court for entry of an order in substantially the form of the proposed Order attached as Exhibit 1, conveying title to the Real Property

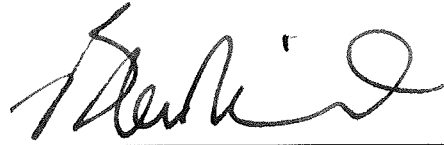
and remaining assets of the Florist to Ron C. Carter and James F. Neal in accordance with the terms set forth in this Motion.

CERTIFICATE UNDER LOCAL RULE 3.01(g)

Undersigned counsel has conferred with counsel for the SEC and is authorized to represent to the Court that this motion is unopposed.

VERIFICATION OF RECEIVER

I, Burton W. Wiand, Court-Appointed Receiver in the above-styled matter hereby certify that the information contained in this Motion is true and correct to the best of my knowledge and belief.

A handwritten signature in black ink, appearing to read 'Burton W. Wiand', written over a horizontal line.

Burton W. Wiand, Court-Appointed Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 25, 2011, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

I FURTHER CERTIFY that on May 25, 2011, I mailed the foregoing document and the notice of electronic filing by first-class mail to the following non-CM/ECF participants.

Arthur Nadel
Register No. 50690-018
FCI BUTNER LOW
Federal Correctional Institution
P.O. Box 999
Butner, NC 27509

s/Gianluca Morello

Gianluca Morello, FBN 034997
gmorello@wiandlaw.com
WIAND GUERRA KING P.L.
3000 Bayport Drive
Suite 600
Tampa, FL 33607
Tel: 813-347-5100
Fax: 813-347-5198

Attorney for the Receiver, Burton W. Wiand

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

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 FUND, LTD,
VIKING IRA FUND, LLC,
VIKING FUND, LLC, AND
VIKING MANAGEMENT, LLC.

CASE NO.: 8:09-cv-0087-T-26TBM

Relief Defendants.

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ORDER

WHEREAS, pending before this Court is the Receiver's Unopposed Verified Motion to Convey Certain Business Assets and Real Property Located at 599 Lime Avenue, Sarasota, Florida 34237 (the "Motion") (Dkt. ____); and

WHEREAS, the Motion requests that the Court convey title to Receivership property titled to Lime Avenue Enterprises, LLC, at 599 Lime Avenue, Sarasota, Florida 34237, 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 ("Real Property"), from Burton W. Wiand, as Receiver for Lime Avenue Enterprises, LLC, to Ron C. Carter, a single man and James F. Neal, a single man; and

WHEREAS, title to the Real Property is vested in Lime Avenue Enterprises, LLC, a Florida limited liability company in receivership and currently under the administration of Court-appointed Receiver, Burton W. Wiand, by virtue of that General Warranty Deed from Ron C. Carter, a single man, and James F. Neal, a single man, to Lime Avenue Enterprises, LLC, dated August 3, 2006, and recorded in Official Records Instrument #2006144004, in the Public Records of Sarasota County, Florida; and

WHEREAS, the Motion requests that the Court convey all remaining equipment and furniture (“Business Assets”) of A Victorian Garden Florist, LLC to Ron C. Carter and James F. Neal; and

WHEREAS, the Court, having considered all matters submitted with respect to the Motion, and having reached the conclusion that the Motion is well-founded and that the relief requested is both in the interest of the Receivership and within the Court’s powers to supervise equity receiverships, hereby Orders that the Motion of the Receiver is Granted and the conveyance of Real Property and business assets is approved.

NOW, THEREFORE it is ORDERED and ADJUDGED that:

1. 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 is hereby conveyed from Burton W. Wiand, as Receiver for Lime Avenue Enterprises, LLC, to Ron C. Carter, a single man, and James F. Neal, a single man, free and clear of all non-governmental claims, liens, and encumbrances; and
2. This Order shall vest title to the same extent as if a properly executed deed of conveyance were issued by the Receiver or Lime Avenue Enterprises, LLC, as grantor, to Ron C. Carter, a single man, and James F. Neal, a single man, as grantee; and

3. The Receiver, to the extent necessary, is authorized to transfer title to the Real Property via Receiver's Deed according to the terms and in the manner set forth in the Motion; and

4. All remaining business assets of A Victorian Garden Florist, LLC, currently remaining on the premises of the flower shop located at 599 Lime Avenue, Sarasota, Florida 34237, are hereby conveyed to Ron C. Carter and James F. Neal according to the terms and in the manner set forth in the Motion.

DONE and ORDERED in chambers in Tampa, Florida this ____ day of _____, 2011.

UNITED STATES DISTRICT COURT JUDGE

PREPARED BY:

WIAND GUERRA KING
3000 BAYPORT DRIVE
SUITE 600
TAMPA, FL 33607

RECEIVER'S DEED

THIS INDENTURE, made as of the ____ day of _____, 2011, by and between **Burton W. Wiand, as Receiver for Lime Avenue Enterprises, LLC** (hereinafter referred to as the "Grantor"), having a mailing address of 3000 Bayport Drive, Suite 600, Tampa, Florida 36607 and Ron C. Carter, a single man, having an address of _____ and James F. Neal, a single man, having an address of _____ (hereinafter referred to as the "Grantees");

W I T N E S S E T H:

That Burton W. Wiand was appointed Receiver for Lime Avenue Enterprises, LLC, owner of the Property, as hereinafter described, pursuant to that certain Order entered January 28, 2010 in *Securities and Exchange Commission v. Arthur Nadel, et al.*, United States District Court Middle District of Florida, Tampa Division Case No.: 8:09-cv-87-T-26TBM. The sale having been duly approved by Order of the United States District Court Middle District of Florida Tampa Division entered _____, 2011 (hereinafter referred to as the "Order" and attached hereto as Exhibit A and incorporated herein by this reference).

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed and does hereby grant, bargain, sell, alien, convey and confirm unto Grantees all of Grantor's right, title and interest in and to all that certain tract or parcel of land lying and being in Sarasota County, Florida, being more particularly described in Exhibit B attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

TO HAVE AND TO HOLD said Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantees forever, in as full and ample a manner as the same was held by Grantor.

IN WITNESS WHEREOF, Grantor has signed and sealed this Receiver's Deed, the day and year first above written.

GRANTOR:

Signed, sealed and delivered
in the presence of:

Witness

Print Name: _____

(SEAL)
Burton W. Wiand, as Receiver for
Lime Avenue Enterprises, LLC

Witness

Print Name: _____

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing Receiver's Deed was acknowledged before me this ____ day of _____, 2011, by **BURTON W. WIAND, AS RECEIVER FOR LIME AVENUE ENTERPRISES, LLC**, who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of _____

[notary seal]

Print Name: _____

EXHIBIT A

ORDER APPROVING SALE

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

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.,
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VICTORY FUND, LTD,
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County, Florida (“Real Property”), from Burton W. Wiand, as Receiver for Lime Avenue Enterprises, LLC, to Ron C. Carter, a single man and James F. Neal, a single man; and

WHEREAS, title to the Real Property is vested in Lime Avenue Enterprises, LLC, a Florida limited liability company in receivership and currently under the administration of Court-appointed Receiver, Burton W. Wiand, by virtue of that General Warranty Deed from Ron C. Carter, a single man, and James F. Neal, a single man, to Lime Avenue Enterprises, LLC, dated August 3, 2006, and recorded in Official Records Instrument #2006144004, in the Public Records of Sarasota County, Florida; and

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2. This Order shall vest title to the same extent as if a properly executed deed of conveyance were issued by the Receiver or Lime Avenue Enterprises, LLC, as grantor, to Ron C. Carter, a single man, and James F. Neal, a single man, as grantee; and

3. The Receiver, to the extent necessary, is authorized to transfer title to the Real Property via Receiver's Deed according to the terms and in the manner set forth in the Motion; and

4. All remaining business assets of A Victorian Garden Florist, LLC, currently remaining on the premises of the flower shop located at 599 Lime Avenue, Sarasota, Florida 34237, are hereby conveyed to Ron C. Carter and James F. Neal according to the terms and in the manner set forth in the Motion.

DONE and ORDERED in chambers in Tampa, Florida this ____ day of _____, 2011.

UNITED STATES DISTRICT COURT JUDGE

EXHIBIT B

LEGAL DESCRIPTION

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

A. U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SETTLEMENT STATEMENT John J. Shea, P.A. 269 South Osprey Avenue, Suite 100 Sarasota, Florida 34236 941-955-5100 fax: 941-373-0851	B. TYPE OF LOAN 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FMHA 3. <input type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS. 6. File Number: 20580.002 7. Loan Number: 8. Mortgage Ins. Case No.:
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C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (poc) were paid outside the closing. They are shown here for informational purposes and are not included in the totals.

D. Borrower: Lime Avenue Enterprises, LLC 1618 Main Street Sarasota, FL 34236 E. Seller: Ron C. Carter and James F. Neal 2258 6th Street Sarasota, FL 34237 F. Lender: Ron C. Carter and James F. Neal G. Property: 2258 6th St Sarasota, Sarasota County, Florida 34237 Sarasota County, Florida H. Settlement Agent: John J. Shea, P.A. Place of Settlement: 269 South Osprey Avenue, Suite 100, Sarasota, Florida 34236 Sarasota County I. Settlement Date: August 3, 2006	
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J. Summary of Borrower's Transaction	K. Summary of Seller's Transaction
100. Gross Amount Due From Borrower:	400. Gross Amount Due To Seller:
101. Contract Sales Price/ 785,000.00	401. Contract Sales Price 785,000.00
102. Purchase of Assets of Mr. Florist 400,000.00	402. Purchase of the Assets of Mr. Florist 400,000.00
103. Settlement Charges to Borrower (line 1400) 13,031.00	403.
Adjustments for Items Paid by Seller in Advance:	Adjustments for Items Paid by Seller in Advance:
106. City / Town Taxes	406. City / Town Taxes
107. County / Parish Taxes	407. County / Parish Taxes
108. Assessments	408. Assessments
109. Stormwater Utility Aug 3, 2006 thru Sep 30, 2006 71.02	409. Stormwater Utility Aug 3, 2006 thru Sep 30, 2006 71.02
120. Gross Amount Due from Borrower: 1,198,102.02	420. Gross Amount Due to Seller: 1,185,071.02
200. Amounts Paid by or in Behalf of Borrower:	500. Reductions in Amount Due to Seller:
201. Deposit / Earnest Money 25,000.00	501. Excess Deposit (see instructions)
202. Principal Amount of New Loan 628,000.00	502. Settlement Charges to Seller (Line 1400) 52,640.00
203. Existing Loan(s)	503. Existing Loan(s)
204. Earnest Money Deposit on Asset Purchase 10,000.00	504. Payoff of First Mortgage to Colonial Bank 78,358.63
205.	505. Payoff of Second Mortgage to
206.	506. Purchase Money Mortgage to 628,000.00
Adjustments for Items Unpaid by Seller:	Adjustments for Items Unpaid by Seller:
210. City / Town Taxes	510. City / Town Taxes
211. County / Parish Taxes Jan 1, 2006 thru Aug 2, 2006 2,593.33	511. County / Parish Taxes Jan 1, 2006 thru Aug 2, 2006 2,593.33
212. Assessments	512. Assessments
220. Total Paid by / for Borrower: 665,593.33	520. Total Reductions in Amount Due Seller: 761,591.96
300. Cash at Settlement from / to Borrower:	600. Cash at Settlement to / from Seller:
301. Gross Amount due from Borrower (line 120) 1,198,102.02	601. Gross Amount due to Seller (line 420) 1,185,071.02
302. Less Amount Paid by/for Borrower (line 220) 665,593.33	602. Less Reductions Amount due Seller (line 520) 761,591.96
303. Cash From Borrower: \$532,508.69	603. Cash To Seller: \$423,479.06

Borrower Initials: *MA* Lime Avenue Enterprises, LLCSeller Initials: *RC* Ron C. Carter*JF* James F. Neal**EXHIBIT 3**

Settlement Date: August 3, 2006

File Number: 20580.002

L. Settlement Charges					Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales / Broker's Commission: Based on Price \$785,000.00 @ 6.00% = \$47,100.00 Division of Commission as follows						
701. 47,100.00 to Michael Saunders & Company						
702.						
703. Commission Paid at Settlement						47,100.00
800. Items Payable in Connection with Loan:						
801. Loan Origination Fee						
802. Loan Discount						
803. Appraisal Fee						
804. Credit Report						
805. Lender's Inspection Fee						
806. Mortgage Insurance Application Fee						
807. Assumption Fee						
900. Items Required by Lender to be Paid in Advance:						
901. Interest from Aug 3, 2006 @ 103.2329 / day						
902. Mortgage Insurance Premium						
903. Hazard Insurance Premium						
904. Flood Insurance Premium						
1000. Reserves Deposited with Lender:						
1001. Hazard Insurance						
1002. Mortgage Insurance						
1003. City Property Taxes						
1004. County Property Taxes						
1005. Annual Assessments						
1100. Title Charges:						
1101. Settlement or Closing Fee to John J. Shea, P.A.					250.00	
1102. Abstract or Title Search to Land America					75.00	
1103. Title Examination to John J. Shea, P.A.					75.00	
1104. Title Insurance Binder						
1105. Document Preparation						
1106. Notary Fees						
1107. Attorneys Fees - purchase of business to John J. Shea, P.A. (\$5285 less \$1,400 credit)					3,885.00	
1108. Title Insurance to John J. Shea, P.A. (includes above item numbers:					4,025.00	
1109. Lender's Coverage 628,000.00 Risk Premium 25.00						
1110. Owner's Coverage 785,000.00 Risk Premium 4,000.00						
1111. Attorneys Fees - formation of LLC to John J. Shea, P.A.					550.00	
1112. Costs for formation of LLC to John J. Shea, P.A.					180.00	
1200. Government Recording and Transfer Charges:						
1201. Recording Fees: Deed 10.00 Mortgage 27.00 Releases 0.00					37.00	
1202. City/County Tax/Stamps: Deed 0.00 Mortgage 0.00						
1203. State Tax/Stamps: Deed 5,495.00 Mortgage 2,198.00					2,198.00	5,495.00
1204. Intangible Tax to Clerk of the Circuit Court					1,256.00	
1205. Recording Affidavit to Clerk of the Circuit Court						10.00
1206. Name Affidavit to Clerk of the Circuit Court						20.00
1300. Additional Settlement Charges:						
1301. Survey to Red Stake Surveying					500.00	
1302. Pest Inspection						
1303. Ship/Handle Mortgage Payoff to John J. Shea, P.A.						15.00
1304. Ship/Handle Loan Package						
1400. Total Settlement Charges (Enter on line 103, Section J and line 502, Section K)					\$13,031.00	\$52,640.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrower: Line Avenue Enterprises, LLC
Michael Nadel

Seller: Ron C. Carter

Seller: James F. Neal

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:

John J. Shea

Date: August 3, 2006
File No.: 20580.002

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

⑤ Rec 18 50
 2 S.F. 2198.00
 Intg 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) Mortgagor hereby mortgages to Mortgagee 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 mortgage 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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EXHIBIT 4

Real Estate Mortgage - Page 2

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 revenue 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

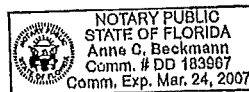
By: [Signature] (Seal)
Marguerite Nadel, Manager
P.O. Address: 1618 Main Street, Sarasota, Florida

[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: _____



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

Inventory List;
Cut flowers, Fresh
Plants, Living
Silk Plants and flowers
Utility Glass
Utility containers
Dell Computer
H/P Printer 2
FAX
Credit card processing equipment
Office Supplies
Accounts receivable
Customer list
All company records from June 06, 2009 to date



2009 Detail Information for Parcel 2028-11-0017

Search	Print	Nearby IDs	Districts	2010 Tax Bill
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Ownership

LIME AVENUE ENTERPRISES LLC
1618 MAIN ST
SARASOTA, FL 34236

View Another Parcel

- -

Situs Address

2258 6TH ST
SARASOTA, FL 34237

Parcel Characteristics

Land Area: 11,900 (square feet)
Incorporation: CITY OF SARASOTA
Subdivision Code: 0343
Use Code: 1100
Sec/Twp/Rge: 20-36S-18E
Census (FIPS): 121150004013
Zoning: DTE

Parcel Description

LOTS 1 2 & N 20 FT OF LOTS 3 &...

Code Lookups

Choose Code Type

2008	<< Prior ID	Change Year <input type="button" value="v"/>	Next ID >>	2010
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2009 Values (as of 1/1/2009)

Just (Market) Value: \$320,700
Land Value: \$119,000
Improvement Value: \$201,700
Assessed Value: \$320,700
Homestead: No
Exemptions: \$0
Total Taxable: \$320,700

Buildings	Exemptions	Value Changes	Documents	Transfers
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Improvements (as of 1/1/2009)

Total Building Area: 4,467
Total Living Area: 3,900
Living Units: 0
Bed / Bath: 0 Bed/1 Bath
Pool: No
Year Built: 1952

Last Sale/Transfer

Sale Price: \$785,000
Date Sold: 8/3/2006
Sales Qual. Code: 0
Deed Type: WD
Grantor: CARTER RON C,
Instrument #: 2006144004

Home Page	Real Property	Personal Property	Sales Search	Help
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Disclaimer The information appearing on this website was extracted from the records of the Sarasota County Property Appraiser's Office. Our goal is to provide the most accurate information available. However, no warranties, expressed or implied, are provided for the data, its use or interpretation. The property values relate to the last valuation date. The data is subject to change. Copyright © 2001 - 2011 Sarasota County Property Appraiser. All rights reserved.

Michael Saunders & Company

Commercial
LICENSED REAL ESTATE BROKER

June 1, 2009

Jeffrey Rizzo
Fowler White Boggs P.A.
501 East Kennedy Blvd. Suite 1700
Tampa, FL 33602

Re: Broker Price Opinion for 599 Lime Ave. (aka 2258 6th St.)

Mr. Rizzo,

Thank you for the opportunity to assist your firm in the valuation and potential disposition of the subject property location at 599 Lime Ave. As you know, Lee Sr and I have extensive knowledge of the subject property. We were responsible for the listing and marketing of the property, representing the then-owners, Ron Carter and James Neal. We are also the transaction brokers-associates of record for the sale contracted by Arthur and Marguerite Nadel (aka Lime Avenue Enterprises, LLC.).

The subject property is a step up two-story masonry block structure with a tar and gravel flat roof. The building is 4467 Gross SF consisting of 3571 SF on the first floor and mezzanine style 896 SF second floor. The building's current use is that of a retail flower shop called Mr. Florist. It is located at the SW corner of Lime Ave and 6th St. It faces Lime Ave but has a 6th St address. Lime Ave is a two lane road bisecting north-south thru both lower income residential neighborhoods and a mix of retail and industrial commercial. It is within the city limits and approximately 1 mile outside of the city of Sarasota's downtown core.

The subject property is zoned Downtown Edge (DTE). It is part of a tiered zoning code established within the city of Sarasota approximately 5 years ago. In the buildings current state, the opportunities are in retail or office use. However, a potential buyer could consider demolishing the building to make way for more of an efficient building. Please see the paragraph below taken directly from the city zoning code. Please see also the more detailed excerpt attached.

The Downtown Edge (DTE) district is a densely mixed-use area typically located along a pedestrian way or a thoroughfare road within a neighborhood. Residential dwellings may be single family or multiple-family and may include mixed-use structures that provide for live-work opportunities. Residential dwellings may be built to a maximum density of twenty-five (25) dwelling units per acre. A variety of non-residential uses are allowed everywhere with ground floor retail mandatory on designated streets. Building heights shall be limited to a maximum of five (5) stories.

DTE zoned properties were used as a frame of reference for the sales comparables and actively marketed comparables. Please see attached Broker Price Opinion and excel spreadsheet. The spreadsheet is separated by two tabs: land only and improved. Using the sales comparison approach, we reviewed sales from the approximate sales date of the subject (Aug 2006) to Present. Reviewing the land only sales tab, we arrived at an average of \$20/SF for DTE zoned land. Carrying this number over the improved property tab, we subtracted out the land value using the \$20/SF and arrived at an average building value of \$117/SF. Combining these values gives us the following value for the subject:

\$20/SF x 11,900 SF land = \$238,000
\$117/SF x 4467 SF building = \$522,639.
Total land and building = \$760,639.

I am not so inclined to accept this building figure as pure value due to a number of factors, ie: multi-story structure, age depreciation, and location. Also, as an aside, based on general contractor estimates, we know the cost to construct a concrete block building is approximately \$75/SF. This would bring the subject building value from down to \$335,025 and the total to \$573,025. To further review these same sales comparables, please see the attached Broker Price Opinion. In our BPO, we reviewed both closed sales and active listings. We also took into consideration any adjustments needed as they relate to location and age.

Based on our BPO valuation, we found the numbers to be more in line with the market. Once adjusted against closed sales comparables, we found the subject property value to be \$518,000. As a further cross reference, we also reviewed properties currently being marketed on the active market. Again, adjusted for market factors, the subject came in at an even lower value of approximately \$491,000. Typically, the active listings comparison value comes in higher to allow for negotiations. The reversal of values could very well be due to motivated sellers recognizing the market slowdown. In any case, we recommend a quick close market value of \$499,000. Or as high as \$599,000 if your time to carry the property is that of six to twelve months.

A final means of valuing the subject, and a viable cross reference, is the income approach. One aspect of the property we are not aware of is if there was a monetary lease arrangement made between Ron Carter and the Nadel's. Presuming there is a lease in place, I would have to speculate the lease rate is higher than the current market. In a review of the currently active leasing opportunities in the area, we found lease rates to be approximately \$7 to \$12/SF. Using an average of \$9.50/SF lease rate; we calculate a potential annual income of approximately \$42,000 ($\9.5×4467 SF). As property values decrease, requested capitalization rates increase. A typical requested cap rate today is 8.5%. Taking the annual income of \$42,000 capped at 8.5%, we are at a potential sales value of \$494,000.

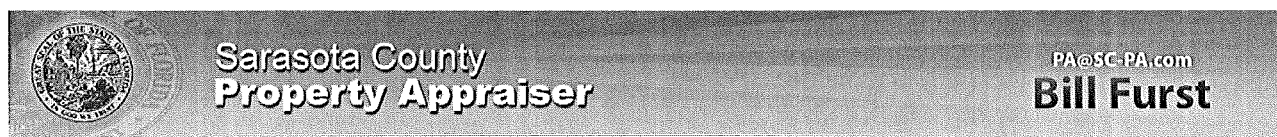
Recapping our valuation, we find our research findings to be in line with an approximate market range of between \$499,000 and \$599,000. We hope you will find this valuation letter and supporting documents to be helpful.

Thank you again for the opportunity. We look forward to hearing your feedback.

A handwritten signature in black ink, appearing to read 'Lee DeLieto, Jr.', with a stylized, cursive script.

Lee DeLieto, Jr.
Broker-Associate
941 323-0060
LeeDeLietoJr@MichaelSaunders.com

Cc: Lee DeLieto, Sr.



2010 Detail Information for Parcel 2028-11-0017

Search	Print	Nearby IDs	Districts	2010 Tax Bill
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Ownership

LIME AVENUE ENTERPRISES LLC
1618 MAIN ST
SARASOTA, FL 34236

View Another Parcel

- -

Situs Address

2258 6TH ST
SARASOTA, FL 34237

Parcel Characteristics

Land Area: 11,900 (square feet)
Incorporation: CITY OF SARASOTA
Subdivision Code: 0343
Use Code: 1100
Sec/Twp/Rge: 20-36S-18E
Census (FIPS): 121150004013
Zoning: DTE

Parcel Description

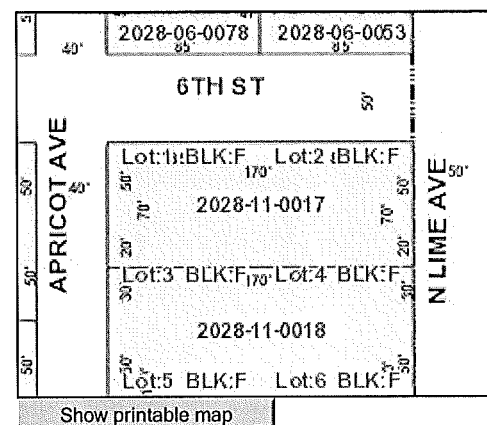
LOTS 1 2 & N 20 FT OF LOTS 3 &...

Code Lookups

Choose Code Type

2009	<< Prior ID	Change Year <input type="button" value="v"/>	Next ID >>	2011
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2010 Values (as of 1/1/2010)
Just (Market) Value: \$279,200
Land Value: \$109,500
Improvement Value: \$169,700
Assessed Value: \$279,200
Homestead: No
Exemptions: \$0
Total Taxable: \$279,200



Show printable map

Buildings	Exemptions	Value Changes	Documents	Transfers
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Improvements (as of 1/1/2010)
Total Building Area: 4,467
Total Living Area: 3,900
Living Units: 0
Bed / Bath: 0 Bed/1 Bath
Pool: No
Year Built: 1952

Last Sale/Transfer

Sale Price: \$785,000
Date Sold: 8/3/2006
Sales Qual. Code: 0
Deed Type: WD
Grantor: CARTER RON C,
Instrument #: 2006144004

Home Page	Real Property	Personal Property	Sales Search	Help
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AGREEMENT REGARDING CLAIMS AND OBLIGATIONS

THIS AGREEMENT REGARDING CLAIMS AND OBLIGATIONS (the "Agreement") is made and entered into as of the 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.

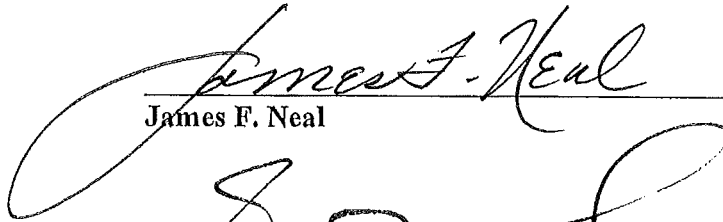
Section 12. Attorneys' Fees. In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Agreement, the prevailing party will be entitled to, from the non-prevailing party, reimbursement of its attorneys' fees (including, but not limited to, attorneys' fees, paralegals' 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.

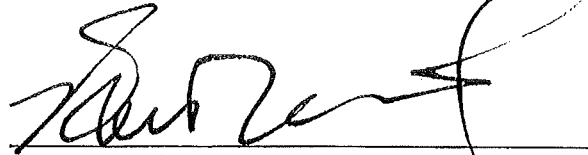
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.



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 FORMSECURITIES 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; shklawfirm@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

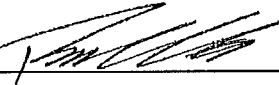
Please submit this completed and signed, under penalty of perjury, Proof of Claim Form and legible copies of any documentation requested in this form to **Burton W. Wiand, Receiver, c/o Maya M. Lockwood, Esquire, Wiand Guerra King P.L., 3000 Bayport Drive, Suite 600, Tampa, Florida 33607 SO THAT IT IS 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).

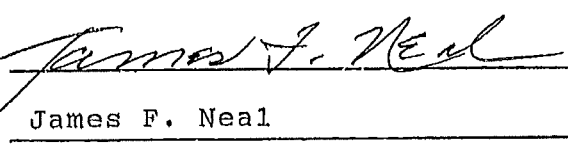
Sign, date, print your name and title, if any.

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:



Sign:



Print Name: Ron C. Carter

James F. Neal

Date: August 18, 2010

Date: August 18, 2010

Title: Owner

Title: Owner

Question #13 continued:

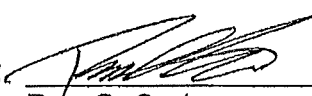
SCHEDULE "A"

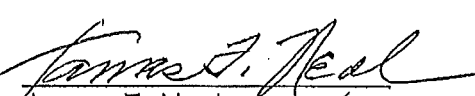
This Schedule is being submitted in response to question number 13 of Claimant's Proof of Claim form.

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
 Rec
 18 50
 2198.00
 1256.00
 S.F.
 Intg
 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
 TERNANDEZ 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 mortgage 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 in 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.

Real Estate Mortgage - Page 2

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 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: _____

