

EXHIBIT A

Form RD 4279-6
(Rev. 07-05)

Position 5

FORM APPROVED
OMB NO. 0570-0017UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENTASSIGNMENT GUARANTEE AGREEMENT
(Business and Industry and Section 9006 Program)

Type of Loan Business & Industry USDA Loan Identification Number 10-041-317982406

7 C.F.R. part 4279, subparts A and B
7 C.F.R. part 4287, subpart B
7 C.F.R. part 4280, subpart B
First Farmer's Financial, LLC of 7335 West Sand Lake Road, Suite 390, Orlando, FL 32819

(Lender) has made a loan to Sri Nath Hospitality, LLC

in the principal amount of \$ 7,850,000.00 as evidenced by a note dated September 19, 2013.
The United States of America, acting through the U.S. Department of Agriculture (USDA) entered into a Loan Note Guarantee (Form 4279-5) with the Lender applicable to such loan to guarantee the loan not to exceed 70 % of the amount of the principal advanced and any interest due thereon as provided therein.

Band & CO FAO FIRST FARMERS C/O US BANK of 1555 N RIVERCENTER DR, SUITE 302, MILWAUKEE, WI 53212

(Holder) desires to purchase from Lender 100.00 % of the guaranteed portion of such loan. Copies of Borrower's note and the Loan Note Guarantee are attached hereto as a part hereof.

NOW, THEREFORE, THE PARTIES AGREE:

1. The principal amount of the loan now outstanding is \$ 7,850,000.00. Lender hereby assigns to Holder 100.00 % of the guaranteed portion of the loan representing \$ 5,495,000.00 of such loan now outstanding in accordance with all of the terms and conditions hereinafter set forth. The Lender and USDA certify to the Holder that the Lender has paid and USDA has received the guarantee fee in exchange for the issuance of the Loan Note Guarantee.
2. **Loan Servicing.** The Lender will be responsible for servicing the entire loan and will remain mortgagee and secured party of record. The entire loan will be secured by the same security with equal lien priority for the guaranteed and unguaranteed portions of the loan.
The Lender will receive all payments on account of principal of, or interest on, the entire loan and shall promptly remit to the Holder its pro rata share thereof determined according to their respective interests in the loan, less only the Lender's servicing fee.
3. **Servicing Fee.** Holder agrees that Lender will retain a servicing fee of 0.50 percent per annum of the unpaid balance of the guaranteed portion of the loan assigned hereunder.
4. **Purchase by Holder.** The Holder will hereby succeed to all rights of the Lender under the Loan Note Guarantee to the extent of the assigned portion of the loan. The Lender, however, will remain bound by all obligations under the Loan Note Guarantee and the program regulations found in 7 C.F.R. parts 4279 and 4287 and for the Section 9006 Program, 7 C.F.R. part 4280, now in effect and future USDA program regulations not in conflict with the provisions hereof.
5. **Full Faith and Credit.** The Loan Note Guarantee constitutes an obligation supported by the full faith and credit of the United States and is incontestable except for fraud or misrepresentation of which the Holder has actual knowledge at the time of this assignment, or which it participates in or condones. The guarantee will be unenforceable to the extent that any loss is occasioned by a provision for interest on interest.
6. **Rights and Liabilities.** The guarantee and right to require purchase will be directly enforceable by Holder notwithstanding any fraud or misrepresentations by Lender or any unenforceability of the Loan Note Guarantee by Lender. Nothing contained herein shall constitute any waiver by USDA of any rights it possesses against the Lender, and the Lender agrees that Lender will be liable and will promptly reimburse USDA for any payment made by USDA to Holder which, if such Lender had held the guaranteed portion of the loan, USDA would not be required to make. The Holder upon written notice to the Lender and USDA may resell the unpaid balance of the guaranteed portion of the loan assigned hereunder.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0017. The time required to complete this information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Form RD 4279-6 (Rev. 07-05)

7. Repurchase by the Lender (Defaults). The Lender has the option to repurchase the unpaid guaranteed portion of the loan from the Holder within 30 days of written demand by the Holder when: (a) the Borrower is in default not less than 60 days on principal or interest due on the loan or (b) the Lender has failed to remit to the Holder its pro rata share of any payment made by the Borrower or any loan subsidy within 30 days of its receipt thereof. The repurchase by the Lender will be for an amount equal to the unpaid guaranteed portion of principal and accrued interest, less the Lender's servicing fee. The loan note guarantee will not cover the note interest to the Holder on the guaranteed loan accruing after 90 days from the date of the demand letter to the lender requesting the repurchase. Holder will concurrently send a copy of demand to USDA. The Lender will accept an assignment without recourse from the Holder upon repurchase. The Lender is encouraged to repurchase the loan to facilitate the accounting for funds, resolve the problem, and to permit the borrower to cure the default, where reasonable. The Lender will notify the Holder and USDA of its decision.

8. Purchase by USDA. If Lender does not repurchase as provided by paragraph 7, USDA will purchase from Holder the unpaid principal balance of the guaranteed portion together with accrued interest to date of repurchase, less Lender's servicing fee, within 30 days after written demand to USDA from the Holder. The Loan Note Guarantee will not cover the note interest to the Holder on the guaranteed loans accruing after 90 days from the date of the original demand letter of the Holder to the lender requesting the repurchase. Such demand will include a copy of the written demand made upon the Lender. The Holder or its duly authorized agent will also include evidence of its right to require payment from USDA. Such evidence will consist of either the original of the Loan Note Guarantee properly endorsed to USDA or the original of the Assignment Guarantee Agreement properly assigned to USDA without recourse including all rights, title, and interest in the loan. USDA will be subrogated to all rights of Holder. The Holder will include in its demand the amount due including unpaid principal, unpaid interest to date of demand and interest subsequently accruing from date of demand to proposed payment date. Unless otherwise agreed to by USDA, such proposed payment will not be later than 30 days from the date of demand.

USDA will promptly notify the Lender of its receipt of the Holder's demand for payment. The Lender will promptly provide USDA with the information necessary for USDA's determination of the appropriate amount due the Holder. Any discrepancy between the amount claimed by Holder and the information submitted by the Lender must be resolved before payment will be approved. USDA will notify both parties who must resolve the conflict before payment will be approved. Such a conflict will suspend the running of the 30 day payment requirement. Upon receipt of the appropriate information, USDA will review the demand and remit the appropriate check to Holder.

9. Lender's Obligations. Lender consents to the purchase by USDA and agrees to furnish on request by USDA a current statement certified by an appropriate authorized officer of the Lender of the unpaid principal and interest then owed by Borrower on the loan and the amount then owed to any Holder. Lender agrees that any purchase by USDA does not change, alter or modify any of the Lender's obligations to USDA arising from said loan or guarantee nor does it waive any of USDA's right against Lender, and that USDA shall have the right to set-off against Lender all rights inuring to USDA as the Holder of this instrument against USDA obligation to Lender under the Loan Note Guarantee.

10. Repurchase by Lender for Servicing. If, in the opinion of the Lender, repurchase of the assigned portion of the loan is necessary to adequately service the loan, the Holder will sell the assigned portion of the loan to the Lender for an amount equal to the unpaid principal and interest on such portion less Lender's servicing fee. The loan note guarantee will not cover the note interest to the Holder on the guaranteed loans accruing after 90 days from the date of the demand letter of the lender or USDA to the Holder requesting the Holder to tender their guaranteed portion.

- a. The Lender will not repurchase from the Holder for arbitrage purpose or other purposes to further its own financial gain.
- b. Any repurchase will only be made after the Lender obtains USDA written approval.
- c. If the Lender does not repurchase the portion from the Holder, USDA at its option may purchase such guaranteed portions for servicing purposes.

11. Foreclosure. The Lender is responsible for determining who the necessary parties are to any foreclosure action or who should be named on a deed of conveyance taken in lieu of foreclosure. When the conveyance is received and the property is liquidated, the net proceeds will be applied to the guaranteed loan debt. If USDA has repurchased the guaranteed portion of the loan from the Holder, the Lender must obtain USDA's concurrence to any foreclosure action to be taken by the Lender; however, USDA will not be considered to be a necessary party to the action or otherwise required to join in.

12. Reassignment. Holder upon written notice to Lender and USDA may reassign the unpaid guaranteed portion of the loan sold hereunder. Upon such notification, the assignee will succeed to all rights and obligations of the Holder hereunder.

13. Notices. All notices and actions will be initiated through the USDA Rural Development
for Georgia (state) with mailing address
at the date of this assignment: 355 East Hancock Ave, Athens, GA 30601

Dated this 19th day September, 20 13.

LENDER: First Farmer's Financial, LLC

7335 West Sand Lake Road, Suite 390
Orlando, Florida 32819

ATTEST:

[Signature] (SEAL)

ADDRESS:

By

Title Managing Member

Band & Co. FAO FIRST FARMERS
HOLDER: c/o US BANK NA
1555 N. RIVERCENTER DR., STE 302
ADDRESS: MILWAUKEE, WI 53212

ATTEST:

[Signature] (SEAL)

By

Title

[Signature]
Trust Officer

UNITED STATES OF AMERICA
Department of Agriculture

ADDRESS: 355 East Hancock Avenue
Athens, GA 30601

By

Title State Director

[Signature]

Form 4279-5
(Rev. 07-05)UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

LOAN NOTE GUARANTEE

7 CFR Part 4279
7 CFR Part 4280

(Business and Industry and Section 9006 Program)

State GEORGIA	County TOOMBS	Date of Note 09-19-2013
Borrower SRI NATH HOSPITALITY, LLC		USDA Loan Identification Number 10-041-317982406
Lender FIRST FARMERS FINANCIAL, LLC		Lender's IRS Tax ID Number 45-3090809
Lender's Address 7335 West Sand Lake Road, Suite 390, Orlando, FL 32819		Principal Amount of Loan \$ 7,850,000.00

The guaranteed portion of the loan is \$ 5,495,000.00 which is SEVENTY (70 %) percent of loan principal. The principal amount of loan is evidenced by one (1) notes (includes bonds as appropriate) described below. The guaranteed portion of each note is indicated below. This instrument is attached to note

one (1) in the face amount of \$ 7,850,000.00 and is number one (1) of one (1)

<i>Lender's Identifying Number</i>	<i>Face Amount</i>	<i>Percent of Total Face Amount</i>	<i>Amount Guaranteed</i>
001752	\$ 7,850,000.00	100 %	\$ 5,495,000.00

TOTAL \$ 7,850,000.00 100% \$ 5,495,000.00

In consideration of the making of the subject loan by the above named Lender, the United States of America, acting through the United States Department of Agriculture ("USDA"), pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 *et seq.*), does hereby agree that in accordance with and subject to the conditions and requirements herein, it will pay to:

- A. Any Holder 100 percent of any loss sustained by such Holder on the guaranteed portion and on interest due on such portion.
- B. The Lender the lesser of paragraph 1 or 2 below:
 1. Any loss sustained by such Lender on the guaranteed portion including:
 - a. Principal and interest indebtedness as evidenced by said notes or by assumption agreements, and
 - b. Principal and interest indebtedness on secured protective advances for protection and preservation of collateral made with USDA's authorization, including but not limited to, advances for taxes, annual assessments, any ground rents, and hazard or flood insurance premiums affecting the collateral, or
 2. The guaranteed principal advanced to or assumed by the Borrower under said notes or assumption agreements and any interest due thereon.

If USDA conducts the liquidation of the loan, loss occasioned to a Lender by accruing interest after the date USDA accepts responsibility for liquidation will not be covered by this Loan Note Guarantee. If Lender conducts the liquidation of the loan, accruing interest shall be covered by this Loan Note Guarantee to 30 days after liquidation of collateral when the lender conducts the liquidation expeditiously in accordance with the liquidation plan approved by USDA.

Definition of Holder.

The Holder is the person or organization ("investor") other than the Lender who owns all or part of the guaranteed portion of the loan with no servicing responsibilities. Holders are prohibited from obtaining any parts of the guaranteed portion of the loan with proceeds from any obligation, the interest on which is excludable from income, under section 103 of the Internal Revenue Code of 1954, as amended (IRC). When the single note option is used and the Lender assigns a part of the guaranteed loan to an assignee, the assignee becomes a Holder only when USDA receives notice and the transaction is completed through use of Form 4279-6, "Assignment Guarantee Agreement."

Definition of Lender.

The Lender is the person or organization making and servicing the loan which is guaranteed under the provisions of 7 C.F.R. part 4279 or C.F.R. part 4280, subpart B, as applicable. The Lender is also the party requesting a loan guarantee.

CONDITIONS OF GUARANTEE

1. Loan Servicing.

Lender will be responsible for servicing the entire loan, and Lender will remain mortgagee and secured party of record notwithstanding the fact that another party may hold a portion of the loan. When multiple notes are used to evidence a loan, Lender will structure repayments as provided in the loan agreement.

2. Priorities.

The entire loan will be secured by the same security with equal lien priority for the guaranteed and unguaranteed portions of the loan. The unguaranteed portion of the loan will not be paid first nor given any preference or priority over the guaranteed portion.

3. Full Faith and Credit.

The Loan Note Guarantee constitutes an obligation supported by the full faith and credit of the United States and is incontestable except for fraud or misrepresentation of which Lender or any Holder has actual knowledge at the time it became such Lender or Holder or which Lender or any Holder participates in or condones. The guarantee will be unenforceable to the extent that any loss is occasioned by a provision for interest on interest. In addition, the Loan Note Guarantee will be unenforceable by Lender to the extent any loss is occasioned by the violation of usury laws, negligent servicing, or failure to obtain the required security regardless of the time at which USDA acquires knowledge of the foregoing. Any losses occasioned will be unenforceable to the extent that loan funds are used for purposes other than those specifically approved by USDA in its Conditional Commitment for Guarantee. Negligent servicing is defined as the failure to perform those services which a reasonably prudent lender would perform in servicing (including liquidation) its own portfolio of loans that are not guaranteed. The term includes not only the concept of a failure to act but also not acting in a timely manner or acting in a manner contrary to the manner in which a reasonably prudent lender would act up to the time of loan maturity or until a final loss is paid.

4. Rights and Liabilities.

The guarantee and right to require purchase will be directly enforceable by Holder notwithstanding any fraud or misrepresentation by Lender or any unenforceability of this Loan Note Guarantee by Lender except for fraud or misrepresentation of which the Holder had actual knowledge at the time it became the Holder or in which the Holder participates or condones. Nothing contained herein will constitute any waiver by USDA of any rights it possesses against the Lender. Lender will be liable for and will promptly pay to USDA any payment made by USDA to Holder which, if such Lender had held the guaranteed portion of the loan, USDA would not be required to make.

5. Payments.

Lender will receive all payments of principal or interest, on account of the entire loan and will promptly remit to Holder its pro rata share thereof determined according to its respective interest in the loan, less only Lender's servicing fee.

6. Protective Advances.

Protective advances made by Lender pursuant to the regulations will be guaranteed against a percentage of loss to the same extent as provided in this Loan Note Guarantee notwithstanding the guaranteed portion of the loan that is held by another.

7. Repurchase by Lender.

The Lender has the option to repurchase the unpaid guaranteed portion of the loan from the Holder within 30 days of written demand by the Holder when: (a) the borrower is in default not less than 60 days on principal or interest due on the loan or (b) the Lender has failed to remit to the Holder its pro rata share of any payment made by the Borrower within 30 days of its receipt thereof. The repurchase by the Lender will be for an amount equal to the unpaid guaranteed portion of principal and accrued interest less the Lender's servicing fee. The Loan Note Guarantee will not cover the note interest to the Holder on the guaranteed loan accruing after 90 days from the date of the demand letter to the Lender requesting the repurchase. Holder will concurrently send a copy of demand to USDA. The Lender will accept an assignment without recourse from the Holder upon repurchase. The Lender is encouraged to repurchase the loan to facilitate the accounting for funds, resolve the problem, and to permit the borrower to cure the default, where reasonable. The Lender will notify the Holder and USDA of its decision.

8. USDA Purchase.

If Lender does not repurchase as provided by paragraph 7 USDA will purchase from Holder the unpaid principal balance of the guaranteed portion together with accrued interest to date of repurchase less Lender's servicing fee, within thirty (30) days after written demand to USDA from Holder. The Loan Note Guarantee will not cover the note interest to the Holder on the guaranteed loans accruing after 90 days from the date of the original demand letter of the Holder to the Lender requesting the repurchase. Such demand will include a copy of the written demand made upon the Lender. The Holder or its duly authorized agent will also include evidence of its right to require payment from USDA. Such evidence will consist of either the original of the Loan Note Guarantee properly endorsed to USDA or the original of the Assignment Guarantee Agreement properly assigned to USDA without recourse including all rights, title, and interest in the loan. USDA will be subrogated to all rights of Holder. The Holder will include in its demand the amount due including unpaid principal, unpaid interest to date of demand and interest subsequently accruing from date of demand to proposed payment date. Unless otherwise agreed to by USDA, such proposed payment will not be later than 30 days from the date of demand.

The USDA will promptly notify the Lender of its receipt of the Holder's demand for payment. The Lender will promptly provide the USDA with the information necessary for USDA determination of the appropriate amount due the Holder. Any discrepancy between the amount claimed by the Holder and the information submitted by the Lender must be resolved before payment will be approved. USDA will notify both parties who must resolve the conflict before payment by USDA will be approved. Such conflict will suspend the running of the 30 day payment requirement. Upon receipt of the appropriate information, USDA will review the demand for verification. After receiving the demand, USDA will review the demand and remit the appropriate payment to the Holder.

9. Lender's Obligations.

Lender consents to the purchase by USDA and agrees to furnish on request by USDA a current statement certified by an appropriate authorized officer of the Lender of the unpaid principal and interest then owed by Borrowers on the loan and the amount then owed to any Holder. Lender agrees that any purchase by USDA does not change, alter or modify any of the Lender's obligations to USDA arising from said loan or guarantee nor does it waive any of USDA's rights against Lender, and that USDA will have the right to set-off against Lender all rights inuring to USDA as the Holder of this instrument against USDA's obligation to Lender under the Loan Note Guarantee.

10. Repurchase by Lender for Servicing.

If, in the opinion of the Lender, repurchase of the guaranteed portion of the loan is necessary to adequately service the loan, the Holder will sell the portion of the loan to the Lender for an amount equal to the unpaid principal and interest on such portion less Lender's servicing fee. The Loan Note Guarantee will not cover the note interest to the Holder on the guaranteed loan accruing after 90 days from the date of the demand letter of the Lender or USDA to the Holder requesting the Holder to tender its guaranteed portion.

- a. The Lender will not repurchase from the Holder for arbitrage purposes or other purposes to further its own financial gain.
- b. Any repurchase will only be made after the Lender obtains USDA written approval.
- c. If the Lender does not repurchase the portion from the Holder, USDA at its option may purchase such guaranteed portions for servicing purposes.

11. Custody of Unguaranteed Portion.

The Lender may retain, or sell the unguaranteed portion of the loan only through participation. Participation, as used in this instrument, means the sale of an interest in the loan wherein the Lender retains the note, collateral securing the note, and all responsibility for loan servicing and liquidation.

12. When Guarantee Terminates.

This Loan Note Guarantee will terminate automatically (a) upon full payment of the guaranteed loan; or (b) upon full payment of any loss obligation hereunder; or (c) upon written notice from the Lender to USDA that the guarantee will terminate 30 days after the date of notice, provided the Lender holds all of the guaranteed portion and the Loan Note Guarantee is returned to be cancelled by USDA.

13. Settlement.

The amount due under this instrument will be determined and paid as provided in the applicable USDA regulations in effect on the date of settlement unless such regulations are in direct conflict with this agreement.

14. Notices.

All notices will be initiated through the USDA State Office

for GEORGIA (State) with mailing address at the day of this instrument:

USDA, Rural Development
355 East Hancock Avenue
Athens, GA 30601

UNITED STATES OF AMERICA
Department of Agriculture

By: Jonathan N. Robinson

Title: State Director

09-19-2013
(Date)

Assumption Agreement by _____ Dated _____

Assumption Agreement by _____ Dated _____

TERM NOTE

\$7,850,000.00

DATE: September 19, 2013

USDA Loan Identification Number: 10-041-317982406

FOR VALUE RECEIVED, the undersigned Sri Nath Hospitality, LLC, a GEORGIA Limited Liability Company (hereinafter referred to as "Maker"), promises to pay to the order of FIRST FARMER'S FINANCIAL, LLC (hereinafter referred to as "Payee", Payee, and subsequent holder(s) hereof, being hereinafter referred to collectively as "Lender"), at the office of Payee at 7335 West Sand Lake Road, Suite 390, Orlando, FL 32819 or at such other place as Lender may designate to Maker in writing from time to time, the principal sum of SEVEN MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$7,850,000.00), or so much thereof as may be hereinafter disbursed hereunder, together with interest thereon, or on so much thereof as is from time to time outstanding and unpaid, from the date of each advance of principal, at the rates hereinafter set forth, in lawful money of the United States of America, which shall at the time of payment be legal tender in payment of all debts and dues, public and private, such principal and interest to be paid in the following manner, to wit:

Subject to the Interest Rate Floor set forth below, the Interest Rate shall mean the floating and fluctuating rate per annum equal to the rate of interest published as the maximum prime interest rate in the Wall Street Journal (the "Prime Rate") plus ONE AND ONE HALF (1.50%) percentage points ("Interest Rate"). The Prime Rate in effect as of the close of business on the first day each quarter (January 1, April 1, July 1 and October 1) shall be the applicable Prime Rate for that quarter in determining the applicable Interest Rate. If the Prime Rate is discontinued as a standard or becomes unascertainable, the Lender shall designate in writing to the Maker a comparable reference rate. Interest shall be calculated on the basis of 365/360 days per year for the actual number of days elapsed.

Notwithstanding the foregoing, during the term of this Note the Interest Rate as set forth above shall never be less than FIVE AND ONE HALF PERCENT (5.50%) per annum (the "Interest Rate Floor").

Commencing on the 1st day of October, 2013, and continuing on the 1st day of each successive calendar month thereafter, payments of principal and accrued and unpaid interest shall be due and payable monthly, on the basis of a three hundred sixty (360) month amortization period through and including the 1st day of November, 2043 ("Payments"). Any change in the Interest Rate, as provided for above, shall result in an adjustment to the amount of the Payment. The initial monthly payment amount will be FORTY FOUR THOUSAND FIVE HUNDRED SEVENTY TWO DOLLARS AND NO/100 Dollars (\$44,572). The adjusted Payment amount shall be calculated utilizing the Interest Rate and outstanding principal balance at the time of calculation as well as the remaining number of months in the amortization period. In any event, the entire outstanding principal balance hereof, together with all accrued but unpaid interest thereon, shall be due and payable in full on or before the 1st day of November, 2043.

All payments hereunder shall be first applied to late charges, then to interest, and the

balance to principal.

The indebtedness evidenced by this Note and the obligations created hereby are secured by that certain Mortgage, Assignment of Leases and Rents and Security Agreement relating to real property located in TOOMBS County, GEORGIA as more particularly described therein (together with all other documents evidencing or securing or in any way relating to the indebtedness evidenced hereby or any guaranty given in connection with this Note, herein referred to collectively as the "Loan Documents") entered into this day between Maker and Lender or between any Guarantor and Lender concerning property located in TOOMBS County, GEORGIA; some of which Loan Documents are to be filed for record on or about the date hereof in the appropriate public records.

It is hereby expressly agreed that should any default be made in the payment of principal or interest as stipulated above (including, without limitation, non-payment upon maturity), or should any default be made in the performance of any of the covenants or conditions contained in the Loan Documents, or any of them, then a default shall exist hereunder, and in such event, the principal indebtedness evidenced hereby, and any other sums advanced hereunder or under the Loan Documents, or any of them, together with all unpaid interest accrued thereon, shall, at the option of Lender without notice to Maker, at once become due and payable and may be collected forthwith, regardless of the stipulated date of maturity. Interest shall accrue on the outstanding principal balance of this Note from the date of any default hereunder and for so long as such default continues, regardless of whether or not there has been an acceleration of the indebtedness evidenced hereby as set forth herein, at the rate equal to five percent (5%) per annum plus the interest rate otherwise accruing hereunder. All such interest shall be paid at the time of and as a condition precedent to the curing of any such default should Lender, at its sole option, allow such default to be cured. Time is of the essence of this Note. In the event this Note, or any part hereof, is collected by or through an attorney-at-law, Maker agrees to pay all costs of collection including, but not limited to, reasonable attorneys' fees.

In addition, in the event that the Maker shall fail to pay by the tenth (10th) day of the month any payment of principal or interest which shall be due and payable pursuant to this Note, the Maker shall pay a late charge of five (5%) percent of the Payment which the Maker shall have failed to pay on the date the same was due. Such late charge shall help to defray the added expense which shall be incurred by the Lender in handling any such delinquent payment.

If an Event of Default shall occur hereunder as defined in the Loan Documents, then at the option of the Lender, the entire principal sum then remaining unpaid and accrued interest thereon shall immediately become due and payable without notice or demand, or in the case of certain Events of Default set forth in the Loan Documents, the entire principal sum and interest accrued thereon shall become automatically due and payable, and in any case, the Interest Rate shall immediately increase to the Default Rate. Failure to exercise the above options shall not constitute a waiver of the right to exercise the same in the event of any subsequent Event of Default.

All parties liable for the payment of this Note agree to pay the Lender reasonable attorneys' fees and costs, whether or not an action be brought, for the services of counsel employed after maturity or Default to collect this Note or any principal or interest due hereunder, or to protect the

security, if any, or enforce the performance of any other agreement contained in this Note or in any instrument of security executed in connection with this loan, including costs and attorneys' fees on any appeal, or in any proceedings under the United States Bankruptcy Code or in any post judgment proceedings. All parties liable for the payment of this Note agree to pay the Lender hereof reasonable attorney's fees for the services of counsel employed to collect this Note, whether or not suit be brought, and to indemnify and hold the Lender harmless against liability for the payment of state intangible, documentary and recording taxes, and other taxes (including interest and penalties, if any) which may be determined to be payable with respect to this Term Note and related transaction.

In no event shall the amount of interest due or payable hereunder exceed the maximum rate of interest allowed by applicable law, and in the event any such payment is inadvertently paid by the Maker or inadvertently received by the Lender, then such excess sum shall be credited as a payment of principal, unless the Maker shall notify the Lender, in writing, that the Maker elects to have such excess sum returned to it forthwith. It is the express intent hereof that the Maker not pay and the Lender not receive, directly or indirectly, in any manner whatsoever, interest in excess of that which may be lawfully paid by the Maker under applicable law.

In the event of a default that remains uncured, the payments received by the Lender shall be applied as follows: First to protective advances and interest on said advances; Second to unpaid installments of interest at the rate specified in this Note; Third to unpaid installments of principal; and Fourth to late fees or higher rates of interest after default and prepayment penalties.

Presentment for payment, demand, protest and notice of demand, protest and non-payment and all other notices are hereby waived by Maker except as provided herein or in the Loan Documents. No failure to accelerate the debt evidenced hereby by reason of default hereunder, acceptance of a past due installment, or indulgences granted from time to time shall be construed (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Lender hereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by the laws of the State of GEORGIA; and Maker hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing. No extension of the time for the payment of this Note or any installment due hereunder, made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part, unless Lender agrees otherwise in writing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

Maker hereby waives and renounces for itself, its heirs, successors and assigns, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshalling, forbearance, valuation, stay, extension, redemption, appraisal, exemption and homestead now provided, or which may hereafter be provided by the Constitution and laws of the United States of America and of any state thereof, both as to itself and in and to all of its property, real and personal, against the enforcement and collection of the obligations evidenced by this Note. Maker hereby

transfers, conveys and assigns to Lender a sufficient amount of property or money set apart as exempt to pay the indebtedness evidenced hereby, or any renewal thereof, and does hereby appoint Lender the attorney-in-fact for Maker to claim any and all homestead exemptions allowed by law.

If from any circumstances whatsoever, fulfillment of any provision of this Note or of any other instrument evidencing or securing the indebtedness evidenced hereby, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Note or under any other instrument evidencing or securing the indebtedness evidenced hereby, that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity.

Prior to any event being a default under this Note, (i) Lender shall give written notice to Maker of a monetary default hereunder, and Maker shall have a period of ten (10) days thereafter to cure such monetary default, and (ii) Lender shall give written notice to Maker of a non-monetary default hereunder and Maker shall have a period of thirty (30) days thereafter to cure such non-monetary default (provided, however, that the Lender shall have no obligation to provide more than three (3) written default notices to the Maker within any given calendar year).

Any and all notices, elections or demands permitted or required to be given under this Agreement shall be in writing, signed by or on behalf of the party giving such notice, election or demand, and shall be deemed to have been properly given and shall be effective upon being personally delivered, or upon being deposited in the United States mail, postage prepaid, certified with return receipt required, and shall be deemed to have been received on the earlier of the date shown on the receipt or three (3) business days after the postmarked date thereof, or upon being deposited with an overnight delivery service requiring proof of delivery, to the other party at the address of such other party set forth below or such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a partner or any officer, partnership, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall also constitute receipt. Any such notice, election, demand, request or response shall be addressed as follows:

If given to Lender, shall be addressed as follows:

FIRST FARMER'S FINANCIAL, LLC
7335 West Sand Lake Road, Suite 390
Orlando, Florida 32819

with a copy (*which shall not constitute notice*) to:

WILLIAM R. HUSEMAN, PA
3733 University Boulevard West, Suite 305A
Jacksonville, Florida 32217
Attn: William Huseman

and, if given to Maker, shall be addressed as follows:

Sri Nath Hospitality, LLC
3303 East 1st Street
Vidalia, GA 30474
Attn: Saroj Shah

Either party may change its address to another single address by notice given as herein provided, except any change of address notice must be actually received in order to be effective.

This Note is intended as a contract under and shall be construed and enforceable in accordance with the laws of the State of Georgia.

The principal balance of this Note may be prepaid in whole or in part at any time provided that in each instance (a) the Maker shall give at least thirty (30) days' prior written notice of such prepayment to the Lender; (b) the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to ten percent (10%) of the principal amount prepaid on the Note, if prepaid during the first year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to nine percent (9%) of the principal amount prepaid on the Note, if prepaid during the second year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to eight percent (8%) of the principal amount prepaid on the Note, if prepaid during the third year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to seven percent (7%) of the principal amount prepaid on the Note, if prepaid during the fourth year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to six percent (6%) of the principal amount prepaid on the Note, if prepaid during the fifth year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to five percent (5%) of the principal amount prepaid on the Note, if prepaid during the sixth year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to four percent (4%) of the principal amount prepaid on the Note, if prepaid during the seventh year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to three percent (3%) of the principal amount prepaid on the Note, if prepaid during the eighth year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal

to two percent (2%) of the principal amount prepaid on the Note, if prepaid during the ninth year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to one percent (1%) of the principal amount prepaid on the Note, if prepaid during the tenth year of the Note; and (c) no prepayment penalty is due for the balance of the term of the Note.

The Maker and Lender entered into that certain Term Loan Agreement of even date herein. Capitalized terms not otherwise defined herein have the meanings provided in the Term Loan Agreement.

Maker acknowledges and agrees that Lender may assign this Note to a third party, who will become a holder of the Note.

As used herein, the terms "Maker" and "Lender" shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law. In the event that more than one person, firm or entity is a Maker hereunder, then all references to "Maker" shall be deemed to refer equally to each of said persons, firms, or entities, all of whom shall be jointly and severally liable for all of the obligations of Maker hereunder.

IN WITNESS WHEREOF, Maker intending to be legally bound, has caused this Note to be executed under seal by its duly authorized officers, as of the date first above written.

MAKER:

Sri Nath Hospitality, LLC
A Georgia Limited Liability Company

BY: Saroj Shah
Saroj Shah

TITLE: Managing Member

[Signature]
Witness



First Farmers Financial

7335 W. Sand Lake Road, Suite 390, Orlando, FL 32819

Office: 407-730-3366

Fax: 800-263-1102

www.FirstFarmersFinancial.net

LOAN ORIGINATOR'S LETTER OF ATTESTATION (USDA Business and Industry Guaranteed Loan Assets)

Date: September 23, 2013

Originator/Lender Name: First Farmers Financial, LLC (*hereafter "FFF"*)

Originator/Lender Address: 7335 West Sand Lake Road, Suite 390
Orlando, FL 32819

Borrower Name: Sri Nath Hospitality, LLC

USDA Loan Identification Number: 10-041-317982406

**Current Balance of
Assigned Portion of Loan:** \$5,495,000.00

Interest Paid to Date: 9/19/2013

Next Payment Due Date: October 1, 2013

Variable Coupon Reset Frequency Quarterly

Next Coupon Reset Date: October 1, 2013

Interest Accrual Basis: 365/ 360 convention

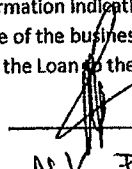
ORIGINATOR'S / LENDER'S ATTESTATION:

The undersigned hereby certifies that the above information is true and correct. Furthermore, the undersigned hereby warrants and represents to the holder of this Attestation that, as of the Purchase Date for the above-referenced Loan, neither FFF nor any of its directors, officers, managers, members, employees or agents have, or should have, through the exercise of reasonable diligence, any actual or constructive knowledge of the following: (1) any default by Borrower with respect to the Loan; (2) the occurrence of any act or event, which with the giving of notice or passage of time or both would constitute a default by Borrower with respect to the Loan; (3) any information indicating an increased likelihood of a prepayment of the Loan by Borrower through the refinancing of the Loan, sale of the business, or otherwise; or (4) any fraud or misrepresentation with respect to the Loan or the assignment of a portion of the Loan to the holder of this Attestation.

Signature of Authorized Officer of FFF:

Printed Name:

Printed Title of Authorized Officer of FFF:


N.K. Patel
Managing Member / CEO

First Farmers Financial

7335 West Sand Lake Road, Suite 390
Orlando, FL 32819

CONFIRMATION OF SETTLEMENT

Account Number	1040671502
Settlement Amount	\$5,360,975.61
Settlement Date	9/24/2013
Borrower	Sri Nath Hospitality, LLC
USDA Loan Number	10-041-317982406
Basis	A/365
P&I	Monthly
Adjusting	WSJ Prime Adjusting Quarterly
Floor	5.50%
Note Issue	19-Sep-13
Note Maturity	1-Nov-43
Rate	WSJ Prime + 1.50%
Interim Rate	5.50%
Float Date	1-Oct-13
Current Principal Balance	\$7,850,000.00
Current Guaranteed Balance	\$5,495,000.00
Accrued Interest	\$0.00
Prepayment Penalty	10 year declining



First Farmers Financial

7335 W. Sand Lake Road, Suite 390, Orlando, FL 32819

Office: 407-730-3366

Fax: 800-263-1102

www.FirstFarmersFinancial.net

September 23, 2013

Mr. Dan Harding
US Bank

RE: First Farmers REPO B, US BANK Account Number 001050985551

Dear Dan:

Per Sandy Warren, I am overnight mailing you this USDA loan package which we will be putting on our First Farmer's REPO B line with Pennant Management. I have included the following documents:

- a) Trade Ticket (has our Great Banc account Number)
- b) Original Attestation Letter per Pennant
- c) Copy of Term Note Agreement
- d) Copy of Loan Note Guaranty
- e) Original Assignment (Single assignment for entire guaranteed portion of the loan)

I look forward to working with you. Please let me know if you have any questions or are missing any documents.

Thanks,

A handwritten signature in black ink, appearing to read 'Nik A. Patel', with a long horizontal stroke extending to the right.

Nik A. Patel
CEO

321-271-0531 (Direct Mobile Number)

EXHIBIT B

Form RD 4279-6
(Rev. 07-05)

Position 5

FORM APPROVED
OMB NO. 0570-0017UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENTASSIGNMENT GUARANTEE AGREEMENT
(Business and Industry and Section 9006 Program)

Type of Loan Business & Industry USDA Loan Identification Number 10-034-714850216

7 C.F.R. part 4279, subparts A and B
 7 C.F.R. part 4287, subpart B
 7 C.F.R. part 4280, subpart B
First Farmer's Financial, LLC of 7335 West Sand Lake Road, Suite 390, Orlando, FL 32819

(Lender) has made a loan to South Side Realty Investments, LLC

in the principal amount of \$ 10,000,000.00 as evidenced by a note dated November 15, 2013
 The United States of America, acting through the U.S. Department of Agriculture (USDA) entered into a Loan Note Guarantee (Form 4279-5) with the Lender applicable to such loan to guarantee the loan not to exceed 90 % of the amount of the principal advanced and any interest due thereon as provided therein.

Band & CO FAO FIRST FARMERS C/O US BANK of 1555 N RIVERCENTER DR, SUITE 302, MILWAUKEE, WI 53212

(Holder) desires to purchase from Lender 100.00 % of the guaranteed portion of such loan. Copies of Borrower's note and the Loan Note Guarantee are attached hereto as a part hereof.

NOW, THEREFORE, THE PARTIES AGREE:

- The principal amount of the loan now outstanding is \$ 10,000,000.00. Lender hereby assigns to Holder 100.00 % of the guaranteed portion of the loan representing \$ 9,000,000.00 of such loan now outstanding in accordance with all of the terms and conditions hereinafter set forth. The Lender and USDA certify to the Holder that the Lender has paid and USDA has received the guarantee fee in exchange for the issuance of the Loan Note Guarantee.
- Loan Servicing.** The Lender will be responsible for servicing the entire loan and will remain mortgagee and secured party of record. The entire loan will be secured by the same security with equal lien priority for the guaranteed and unguaranteed portions of the loan.
 The Lender will receive all payments on account of principal of, or interest on, the entire loan and shall promptly remit to the Holder its pro rata share thereof determined according to their respective interests in the loan, less only the Lender's servicing fee.
- Servicing Fee.** Holder agrees that Lender will retain a servicing fee of 0.50 percent per annum of the unpaid balance of the guaranteed portion of the loan assigned hereunder.
- Purchase by Holder.** The Holder will hereby succeed to all rights of the Lender under the Loan Note Guarantee to the extent of the assigned portion of the loan. The Lender, however, will remain bound by all obligations under the Loan Note Guarantee and the program regulations found in 7 C.F.R. parts 4279 and 4287 and for the Section 9006 Program, 7 C.F.R. part 4280, now in effect and future USDA program regulations not in conflict with the provisions hereof.
- Full Faith and Credit.** The Loan Note Guarantee constitutes an obligation supported by the full faith and credit of the United States and is incontestable except for fraud or misrepresentation of which the Holder has actual knowledge at the time of this assignment, or which it participates in or condones. The guarantee will be unenforceable to the extent that any loss is occasioned by a provision for interest on interest.
- Rights and Liabilities.** The guarantee and right to require purchase will be directly enforceable by Holder notwithstanding any fraud or misrepresentations by Lender or any unenforceability of the Loan Note Guarantee by Lender. Nothing contained herein shall constitute any waiver by USDA of any rights it possesses against the Lender, and the Lender agrees that Lender will be liable and will promptly reimburse USDA for any payment made by USDA to Holder which, if such Lender had held the guaranteed portion of the loan, USDA would not be required to make. The Holder upon written notice to the Lender and USDA may resell the unpaid balance of the guaranteed portion of the loan assigned hereunder.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0017. The time required to complete this information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Form RD 4279-6 (Rev. 07-05)

7. Repurchase by the Lender (Defaults). The Lender has the option to repurchase the unpaid guaranteed portion of the loan from the Holder within 30 days of written demand by the Holder when: (a) the Borrower is in default not less than 60 days on principal or interest due on the loan or (b) the Lender has failed to remit to the Holder its pro rata share of any payment made by the Borrower or any loan subsidy within 30 days of its receipt thereof. The repurchase by the Lender will be for an amount equal to the unpaid guaranteed portion of principal and accrued interest, less the Lender's servicing fee. The loan note guarantee will not cover the note interest to the Holder on the guaranteed loan accruing after 90 days from the date of the demand letter to the lender requesting the repurchase. Holder will concurrently send a copy of demand to USDA. The Lender will accept an assignment without recourse from the Holder upon repurchase. The Lender is encouraged to repurchase the loan to facilitate the accounting for funds, resolve the problem, and to permit the borrower to cure the default, where reasonable. The Lender will notify the Holder and USDA of its decision.

8. Purchase by USDA. If Lender does not repurchase as provided by paragraph 7, USDA will purchase from Holder the unpaid principal balance of the guaranteed portion together with accrued interest to date of repurchase, less Lender's servicing fee, within 30 days after written demand to USDA from the Holder. The Loan Note Guarantee will not cover the note interest to the Holder on the guaranteed loans accruing after 90 days from the date of the original demand letter of the Holder to the lender requesting the repurchase. Such demand will include a copy of the written demand made upon the Lender. The Holder or its duly authorized agent will also include evidence of its right to require payment from USDA. Such evidence will consist of either the original of the Loan Note Guarantee properly endorsed to USDA or the original of the Assignment Guarantee Agreement properly assigned to USDA without recourse including all rights, title, and interest in the loan. USDA will be subrogated to all rights of Holder. The Holder will include in its demand the amount due including unpaid principal, unpaid interest to date of demand and interest subsequently accruing from date of demand to proposed payment date. Unless otherwise agreed to by USDA, such proposed payment will not be later than 30 days from the date of demand.

USDA will promptly notify the Lender of its receipt of the Holder's demand for payment. The Lender will promptly provide USDA with the information necessary for USDA's determination of the appropriate amount due the Holder. Any discrepancy between the amount claimed by Holder and the information submitted by the Lender must be resolved before payment will be approved. USDA will notify both parties who must resolve the conflict before payment will be approved. Such a conflict will suspend the running of the 30 day payment requirement. Upon receipt of the appropriate information, USDA will review the demand and remit the appropriate check to Holder.

9. Lender's Obligations. Lender consents to the purchase by USDA and agrees to furnish on request by USDA a current statement certified by an appropriate authorized officer of the Lender of the unpaid principal and interest then owed by Borrower on the loan and the amount then owed to any Holder. Lender agrees that any purchase by USDA does not change, alter or modify any of the Lender's obligations to USDA arising from said loan or guarantee nor does it waive any of USDA's right against Lender, and that USDA shall have the right to set-off against Lender all rights inuring to USDA as the Holder of this instrument against USDA obligation to Lender under the Loan Note Guarantee.

10. Repurchase by Lender for Servicing. If, in the opinion of the Lender, repurchase of the assigned portion of the loan is necessary to adequately service the loan, the Holder will sell the assigned portion of the loan to the Lender for an amount equal to the unpaid principal and interest on such portion less Lender's servicing fee. The loan note guarantee will not cover the note interest to the Holder on the guaranteed loans accruing after 90 days from the date of the demand letter of the lender or USDA to the Holder requesting the Holder to tender their guaranteed portion.

- a. The Lender will not repurchase from the Holder for arbitrage purpose or other purposes to further its own financial gain.
- b. Any repurchase will only be made after the Lender obtains USDA written approval.
- c. If the Lender does not repurchase the portion from the Holder, USDA at its option may purchase such guaranteed portions for servicing purposes.

11. Foreclosure. The Lender is responsible for determining who the necessary parties are to any foreclosure action or who should be named on a deed of conveyance taken in lieu of foreclosure. When the conveyance is received and the property is liquidated, the net proceeds will be applied to the guaranteed loan debt. If USDA has repurchased the guaranteed portion of the loan from the Holder, the Lender must obtain USDA's concurrence to any foreclosure action to be taken by the Lender; however, USDA will not be considered to be a necessary party to the action or otherwise required to join in.

12. Reassignment. Holder upon written notice to Lender and USDA may reassign the unpaid guaranteed portion of the loan sold hereunder. Upon such notification, the assignee will succeed to all rights and obligations of the Holder hereunder.

13. Notices. All notices and actions will be initiated through the USDA Rural Development
for Georgia (state) with mailing address
at the date of this assignment: 355 East Hancock Ave, Athens, GA 30601

Dated this 15th day November, 20 13.

LENDER: First Farmer's Financial, LLC

7335 West Sand Lake Road, Suite 390
Orlando, Florida 32819

ADDRESS:

ATTEST:

By 

Title Managing Member

ATTEST:

HOLDER:

ADDRESS:

By _____

Title _____

UNITED STATES OF AMERICA
Department of Agriculture

ADDRESS: 355 East Hancock Avenue
Athens, GA 30601

By Dinton M. Robinson
Title State Director

Form 4279-5
(Rev. 07-05)UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT7 CFR Part 4279
7 CFR Part 4280LOAN NOTE GUARANTEE
(Business and Industry and Section 9006 Program)

State GEORGIA	County MITCHELL	Date of Note 11-15-2013
Borrower SOUTH SIDE REALTY INVESTMENTS, LLC		USDA Loan Identification Number 10-034-714850216
Lender FIRST FARMERS FINANCIAL, LLC		Lender's IRS Tax ID Number 45-3090809
Lender's Address 7335 West Sand Lake Road, Suite 390, Orlando, FL 32819		Principal Amount of Loan \$ 10,000,000.00

The guaranteed portion of the loan is \$ 9,000,000.00 which is NINETY (90 %) percent of loan principal. The principal amount of loan is evidenced by one (1) notes (includes bonds as appropriate) described below. The guaranteed portion of each note is indicated below. This instrument is attached to note

one (1) in the face amount of \$ 10,000,000.00 and is number one (1) of one (1)

<u>Lender's</u> <u>Identifying Number</u>	<u>Face Amount</u>	<u>Percent of Total</u> <u>Face Amount</u>	<u>Amount Guaranteed</u>
001756	\$ 10,000,000.00	100 %	\$ 9,000,000.00

TOTAL \$ 10,000,000.00 100% \$ 9,000,000.00

In consideration of the making of the subject loan by the above named Lender, the United States of America, acting through the United States Department of Agriculture ("USDA"), pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 *et seq.*), does hereby agree that in accordance with and subject to the conditions and requirements herein, it will pay to:

- A. Any Holder 100 percent of any loss sustained by such Holder on the guaranteed portion and on interest due on such portion.
- B. The Lender the lesser of paragraph 1 or 2 below:
 1. Any loss sustained by such Lender on the guaranteed portion including:
 - a. Principal and interest indebtedness as evidenced by said notes or by assumption agreements, and
 - b. Principal and interest indebtedness on secured protective advances for protection and preservation of collateral made with USDA's authorization, including but not limited to, advances for taxes, annual assessments, any ground rents, and hazard or flood insurance premiums affecting the collateral, or
 2. The guaranteed principal advanced to or assumed by the Borrower under said notes or assumption agreements and any interest due thereon.

If USDA conducts the liquidation of the loan, loss occasioned to a Lender by accruing interest after the date USDA accepts responsibility for liquidation will not be covered by this Loan Note Guarantee. If Lender conducts the liquidation of the loan, accruing interest shall be covered by this Loan Note Guarantee to 30 days after liquidation of collateral when the lender conducts the liquidation expeditiously in accordance with the liquidation plan approved by USDA.

Definition of Holder.

The Holder is the person or organization ("investor") other than the Lender who owns all or part of the guaranteed portion of the loan with no servicing responsibilities. Holders are prohibited from obtaining any parts of the guaranteed portion of the loan with proceeds from any obligation, the interest on which is excludable from income, under section 103 of the Internal Revenue Code of 1954, as amended (IRC). When the single note option is used and the Lender assigns a part of the guaranteed loan to an assignee, the assignee becomes a Holder only when USDA receives notice and the transaction is completed through use of Form 4279-6, "Assignment Guarantee Agreement."

Definition of Lender.

The Lender is the person or organization making and servicing the loan which is guaranteed under the provisions of 7 C.F.R. part 4279 or C.F.R. part 4280, subpart B, as applicable. The Lender is also the party requesting a loan guarantee.

CONDITIONS OF GUARANTEE

1. Loan Servicing.

Lender will be responsible for servicing the entire loan, and Lender will remain mortgagee and secured party of record not withstanding the fact that another party may hold a portion of the loan. When multiple notes are used to evidence a loan, Lender will structure repayments as provided in the loan agreement.

2. Priorities.

The entire loan will be secured by the same security with equal lien priority for the guaranteed and unguaranteed portions of the loan. The unguaranteed portion of the loan will not be paid first nor given any preference or priority over the guaranteed portion.

3. Full Faith and Credit.

The Loan Note Guarantee constitutes an obligation supported by the full faith and credit of the United States and is incontestable except for fraud or misrepresentation of which Lender or any Holder has actual knowledge at the time it became such Lender or Holder or which Lender or any Holder participates in or condones. The guarantee will be unenforceable to the extent that any loss is occasioned by a provision for interest on interest. In addition, the Loan Note Guarantee will be unenforceable by Lender to the extent any loss is occasioned by the violation of usury laws, negligent servicing, or failure to obtain the required security regardless of the time at which USDA acquires knowledge of the foregoing. Any losses occasioned will be unenforceable to the extent that loan funds are used for purposes other than those specifically approved by USDA in its Conditional Commitment for Guarantee. Negligent servicing is defined as the failure to perform those services which a reasonably prudent lender would perform in servicing (including liquidation) its own portfolio of loans that are not guaranteed. The term includes not only the concept of a failure to act but also not acting in a timely manner or acting in a manner contrary to the manner in which a reasonably prudent lender would act up to the time of loan maturity or until a final loss is paid.

4. Rights and Liabilities.

The guarantee and right to require purchase will be directly enforceable by Holder notwithstanding any fraud or misrepresentation by Lender or any unenforceability of this Loan Note Guarantee by Lender except for fraud or misrepresentation of which the Holder had actual knowledge at the time it became the Holder or in which the Holder participates or condones. Nothing contained herein will constitute any waiver by USDA of any rights it possesses against the Lender. Lender will be liable for and will promptly pay to USDA any payment made by USDA to Holder which, if such Lender had held the guaranteed portion of the loan, USDA would not be required to make.

5. Payments.

Lender will receive all payments of principal or interest, on account of the entire loan and will promptly remit to Holder its pro rata share thereof determined according to its respective interest in the loan, less only Lender's servicing fee.

6. Protective Advances.

Protective advances made by Lender pursuant to the regulations will be guaranteed against a percentage of loss to the same extent as provided in this Loan Note Guarantee notwithstanding the guaranteed portion of the loan that is held by another.

7. Repurchase by Lender.

The Lender has the option to repurchase the unpaid guaranteed portion of the loan from the Holder within 30 days of written demand by the Holder when: (a) the borrower is in default not less than 60 days on principal or interest due on the loan or (b) the Lender has failed to remit to the Holder its pro rata share of any payment made by the Borrower within 30 days of its receipt thereof. The repurchase by the Lender will be for an amount equal to the unpaid guaranteed portion of principal and accrued interest less the Lender's servicing fee. The Loan Note Guarantee will not cover the note interest to the Holder on the guaranteed loan accruing after 90 days from the date of the demand letter to the Lender requesting the repurchase. Holder will concurrently send a copy of demand to USDA. The Lender will accept an assignment without recourse from the Holder upon repurchase. The Lender is encouraged to repurchase the loan to facilitate the accounting for funds, resolve the problem, and to permit the borrower to cure the default, where reasonable. The Lender will notify the Holder and USDA of its decision.

8. USDA Purchase.

If Lender does not repurchase as provided by paragraph 7 USDA will purchase from Holder the unpaid principal balance of the guaranteed portion together with accrued interest to date of repurchase less Lender's servicing fee, within thirty (30) days after written demand to USDA from Holder. The Loan Note Guarantee will not cover the note interest to the Holder on the guaranteed loans accruing after 90 days from the date of the original demand letter of the Holder to the Lender requesting the repurchase. Such demand will include a copy of the written demand made upon the Lender. The Holder or its duly authorized agent will also include evidence of its right to require payment from USDA. Such evidence will consist of either the original of the Loan Note Guarantee properly endorsed to USDA or the original of the Assignment Guarantee Agreement properly assigned to USDA without recourse including all rights, title, and interest in the loan. USDA will be subrogated to all rights of Holder. The Holder will include in its demand the amount due including unpaid principal, unpaid interest to date of demand and interest subsequently accruing from date of demand to proposed payment date. Unless otherwise agreed to by USDA, such proposed payment will not be later than 30 days from the date of demand.

The USDA will promptly notify the Lender of its receipt of the Holder's demand for payment. The Lender will promptly provide the USDA with the information necessary for USDA determination of the appropriate amount due the Holder. Any discrepancy between the amount claimed by the Holder and the information submitted by the Lender must be resolved before payment will be approved. USDA will notify both parties who must resolve the conflict before payment by USDA will be approved. Such conflict will suspend the running of the 30 day payment requirement. Upon receipt of the appropriate information, USDA will review the demand for verification. After receiving the demand, USDA will review the demand and remit the appropriate payment to the Holder.

9. Lender's Obligations.

Lender consents to the purchase by USDA and agrees to furnish on request by USDA a current statement certified by an appropriate authorized officer of the Lender of the unpaid principal and interest then owed by Borrowers on the loan and the amount then owed to any Holder. Lender agrees that any purchase by USDA does not change, alter or modify any of the Lender's obligations to USDA arising from said loan or guarantee nor does it waive any of USDA's rights against Lender, and that USDA will have the right to set-off against Lender all rights inuring to USDA as the Holder of this instrument against USDA's obligation to Lender under the Loan Note Guarantee.

10. Repurchase by Lender for Servicing.

If, in the opinion of the Lender, repurchase of the guaranteed portion of the loan is necessary to adequately service the loan, the Holder will sell the portion of the loan to the Lender for an amount equal to the unpaid principal and interest on such portion less Lender's servicing fee. The Loan Note Guarantee will not cover the note interest to the Holder on the guaranteed loan accruing after 90 days from the date of the demand letter of the Lender or USDA to the Holder requesting the Holder to tender its guaranteed portion.

- a. The Lender will not repurchase from the Holder for arbitrage purposes or other purposes to further its own financial gain.
- b. Any repurchase will only be made after the Lender obtains USDA written approval.
- c. If the Lender does not repurchase the portion from the Holder, USDA at its option may purchase such guaranteed portions for servicing purposes.

11. Custody of Unguaranteed Portion.

The Lender may retain, or sell the unguaranteed portion of the loan only through participation. Participation, as used in this instrument, means the sale of an interest in the loan wherein the Lender retains the note, collateral securing the note, and all responsibility for loan servicing and liquidation.

12. When Guarantee Terminates.

This Loan Note Guarantee will terminate automatically (a) upon full payment of the guaranteed loan; or (b) upon full payment of any loss obligation hereunder; or (c) upon written notice from the Lender to USDA that the guarantee will terminate 30 days after the date of notice, provided the Lender holds all of the guaranteed portion and the Loan Note Guarantee is returned to be cancelled by USDA.

13. Settlement.

The amount due under this instrument will be determined and paid as provided in the applicable USDA regulations in effect on the date of settlement unless such regulations are in direct conflict with this agreement.

14. Notices.

All notices will be initiated through the USDA State Office
for GEORGIA (State) with mailing address at the day of this instrument:

USDA, Rural Development
355 East Hancock Avenue
Athens, GA 30601

UNITED STATES OF AMERICA

Department of Agriculture

By: Hinton M. Robinson

Title: State Director

11-15-2013

(Date)

Assumption Agreement by _____ Dated _____

Assumption Agreement by _____ Dated _____

TERM NOTE

\$10,000,000.00

DATE: November 15, 2013

USDA Loan Identification Number: 10-034-714850216

FOR VALUE RECEIVED, the undersigned South Side Realty Investments, LLC, a GEORGIA Limited Liability Company (hereinafter referred to as "Maker"), promises to pay to the order of FIRST FARMER'S FINANCIAL, LLC (hereinafter referred to as "Payee", Payee, and subsequent holder(s) hereof, being hereinafter referred to collectively as "Lender"), at the office of Payee at 7335 West Sand Lake Road, Suite 390, Orlando, FL 32819 or at such other place as Lender may designate to Maker in writing from time to time, the principal sum of TEN MILLION AND NO/100 DOLLARS (\$10,000,000.00), or so much thereof as may be hereinafter disbursed hereunder, together with interest thereon, or on so much thereof as is from time to time outstanding and unpaid, from the date of each advance of principal, at the rates hereinafter set forth, in lawful money of the United States of America, which shall at the time of payment be legal tender in payment of all debts and dues, public and private, such principal and interest to be paid in the following manner, to wit:

Subject to the Interest Rate Floor set forth below, the Interest Rate shall mean the floating and fluctuating rate per annum equal to the rate of interest published as the maximum prime interest rate in the Wall Street Journal (the "Prime Rate") plus ONE AND ONE QUARTER (1.25%) percentage points ("Interest Rate"). The Prime Rate in effect as of the close of business on the first day each quarter (January 1, April 1, July 1 and October 1) shall be the applicable Prime Rate for that quarter in determining the applicable Interest Rate. If the Prime Rate is discontinued as a standard or becomes unascertainable, the Lender shall designate in writing to the Maker a comparable reference rate. Interest shall be calculated on the basis of 365/360 days per year for the actual number of days elapsed.

Notwithstanding the foregoing, during the term of this Note the Interest Rate as set forth above shall never be less than FOUR AND THREE QUARTER PERCENT (4.75%) per annum (the "Interest Rate Floor").

Commencing on the 1st day of December, 2013, and continuing on the 1st day of each successive calendar month thereafter, payments of principal and accrued and unpaid interest shall be due and payable monthly, on the basis of a three hundred sixty (360) month amortization period through and including the 1st day of January, 2044 ("Payments"). Any change in the Interest Rate, as provided for above, shall result in an adjustment to the amount of the Payment. The initial monthly payment amount will be FIFTY TWO THOUSAND ONE HUNDRED SIXTY FIVE DOLLARS AND NO/100 Dollars (\$52,165). The adjusted Payment amount shall be calculated utilizing the Interest Rate and outstanding principal balance at the time of calculation as well as the remaining number of months in the amortization period. In any event, the entire outstanding principal balance hereof, together with all accrued but unpaid interest thereon, shall be due and payable in full on or before the 1st day of January, 2044.

All payments hereunder shall be first applied to late charges, then to interest, and the

MB

balance to principal.

The indebtedness evidenced by this Note and the obligations created hereby are secured by that certain Mortgage, Assignment of Leases and Rents and Security Agreement relating to real property located in MITCHELL County, GEORGIA as more particularly described therein (together with all other documents evidencing or securing or in any way relating to the indebtedness evidenced hereby or any guaranty given in connection with this Note, herein referred to collectively as the "Loan Documents") entered into this day between Maker and Lender or between any Guarantor and Lender concerning property located in MITCHELL County, GEORGIA; some of which Loan Documents are to be filed for record on or about the date hereof in the appropriate public records.

It is hereby expressly agreed that should any default be made in the payment of principal or interest as stipulated above (including, without limitation, non-payment upon maturity), or should any default be made in the performance of any of the covenants or conditions contained in the Loan Documents, or any of them, then a default shall exist hereunder, and in such event, the principal indebtedness evidenced hereby, and any other sums advanced hereunder or under the Loan Documents, or any of them, together with all unpaid interest accrued thereon, shall, at the option of Lender without notice to Maker, at once become due and payable and may be collected forthwith, regardless of the stipulated date of maturity. Interest shall accrue on the outstanding principal balance of this Note from the date of any default hereunder and for so long as such default continues, regardless of whether or not there has been an acceleration of the indebtedness evidenced hereby as set forth herein, at the rate equal to five percent (5%) per annum plus the interest rate otherwise accruing hereunder. All such interest shall be paid at the time of and as a condition precedent to the curing of any such default should Lender, at its sole option, allow such default to be cured. Time is of the essence of this Note. In the event this Note, or any part hereof, is collected by or through an attorney-at-law, Maker agrees to pay all costs of collection including, but not limited to, reasonable attorneys' fees.

In addition, in the event that the Maker shall fail to pay by the tenth (10th) day of the month any payment of principal or interest which shall be due and payable pursuant to this Note, the Maker shall pay a late charge of five (5%) percent of the Payment which the Maker shall have failed to pay on the date the same was due. Such late charge shall help to defray the added expense which shall be incurred by the Lender in handling any such delinquent payment.

If an Event of Default shall occur hereunder as defined in the Loan Documents, then at the option of the Lender, the entire principal sum then remaining unpaid and accrued interest thereon shall immediately become due and payable without notice or demand, or in the case of certain Events of Default set forth in the Loan Documents, the entire principal sum and interest accrued thereon shall become automatically due and payable, and in any case, the Interest Rate shall immediately increase to the Default Rate. Failure to exercise the above options shall not constitute a waiver of the right to exercise the same in the event of any subsequent Event of Default.

All parties liable for the payment of this Note agree to pay the Lender reasonable attorneys' fees and costs, whether or not an action be brought, for the services of counsel employed after maturity or Default to collect this Note or any principal or interest due hereunder, or to protect the

security, if any, or enforce the performance of any other agreement contained in this Note or in any instrument of security executed in connection with this loan, including costs and attorneys' fees on any appeal, or in any proceedings under the United States Bankruptcy Code or in any post judgment proceedings. All parties liable for the payment of this Note agree to pay the Lender hereof reasonable attorney's fees for the services of counsel employed to collect this Note, whether or not suit be brought, and to indemnify and hold the Lender harmless against liability for the payment of state intangible, documentary and recording taxes, and other taxes (including interest and penalties, if any) which may be determined to be payable with respect to this Term Note and related transaction.

In no event shall the amount of interest due or payable hereunder exceed the maximum rate of interest allowed by applicable law, and in the event any such payment is inadvertently paid by the Maker or inadvertently received by the Lender, then such excess sum shall be credited as a payment of principal, unless the Maker shall notify the Lender, in writing, that the Maker elects to have such excess sum returned to it forthwith. It is the express intent hereof that the Maker not pay and the Lender not receive, directly or indirectly, in any manner whatsoever, interest in excess of that which may be lawfully paid by the Maker under applicable law.

In the event of a default that remains uncured, the payments received by the Lender shall be applied as follows: First to protective advances and interest on said advances; Second to unpaid installments of interest at the rate specified in this Note; Third to unpaid installments of principal; and Fourth to late fees or higher rates of interest after default and prepayment penalties.

Presentment for payment, demand, protest and notice of demand, protest and non-payment and all other notices are hereby waived by Maker except as provided herein or in the Loan Documents. No failure to accelerate the debt evidenced hereby by reason of default hereunder, acceptance of a past due installment, or indulgences granted from time to time shall be construed (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Lender hereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by the laws of the State of GEORGIA; and Maker hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing. No extension of the time for the payment of this Note or any installment due hereunder, made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part, unless Lender agrees otherwise in writing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

Maker hereby waives and renounces for itself, its heirs, successors and assigns, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshalling, forbearance, valuation, stay, extension, redemption, appraisal, exemption and homestead now provided, or which may hereafter be provided by the Constitution and laws of the United States of America and of any state thereof, both as to itself and in and to all of its property, real and personal, against the enforcement and collection of the obligations evidenced by this Note. Maker hereby

transfers, conveys and assigns to Lender a sufficient amount of property or money set apart as exempt to pay the indebtedness evidenced hereby, or any renewal thereof, and does hereby appoint Lender the attorney-in-fact for Maker to claim any and all homestead exemptions allowed by law.

If from any circumstances whatsoever, fulfillment of any provision of this Note or of any other instrument evidencing or securing the indebtedness evidenced hereby, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Note or under any other instrument evidencing or securing the indebtedness evidenced hereby, that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity.

Prior to any event being a default under this Note, (i) Lender shall give written notice to Maker of a monetary default hereunder, and Maker shall have a period of ten (10) days thereafter to cure such monetary default, and (ii) Lender shall give written notice to Maker of a non-monetary default hereunder and Maker shall have a period of thirty (30) days thereafter to cure such non-monetary default (provided, however, that the Lender shall have no obligation to provide more than three (3) written default notices to the Maker within any given calendar year).

Any and all notices, elections or demands permitted or required to be given under this Agreement shall be in writing, signed by or on behalf of the party giving such notice, election or demand, and shall be deemed to have been properly given and shall be effective upon being personally delivered, or upon being deposited in the United States mail, postage prepaid, certified with return receipt required, and shall be deemed to have been received on the earlier of the date shown on the receipt or three (3) business days after the postmarked date thereof, or upon being deposited with an overnight delivery service requiring proof of delivery, to the other party at the address of such other party set forth below or such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a partner or any officer, partnership, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall also constitute receipt. Any such notice, election, demand, request or response shall be addressed as follows:

If given to Lender, shall be addressed as follows:

FIRST FARMER'S FINANCIAL, LLC
7335 West Sand Lake Road, Suite 390
Orlando, Florida 32819

with a copy (*which shall not constitute notice*) to:

WILLIAM R. HUSEMAN, PA
3733 University Boulevard West, Suite 305A
Jacksonville, Florida 32217
Attn: William Huseman

and, if given to Maker, shall be addressed as follows:

South Side Realty Investments, LLC
500 South Macarthur Drive
Camilla, Georgia 31730
Attn: Mahesh Bhakta

Either party may change its address to another single address by notice given as herein provided, except any change of address notice must be actually received in order to be effective.

This Note is intended as a contract under and shall be construed and enforceable in accordance with the laws of the State of Georgia.

The principal balance of this Note may be prepaid in whole or in part at any time provided that in each instance (a) the Maker shall give at least thirty (30) days' prior written notice of such prepayment to the Lender; (b) the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to ten percent (10%) of the principal amount prepaid on the Note, if prepaid during the first year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to nine percent (9%) of the principal amount prepaid on the Note, if prepaid during the second year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to eight percent (8%) of the principal amount prepaid on the Note, if prepaid during the third year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to seven percent (7%) of the principal amount prepaid on the Note, if prepaid during the fourth year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to six percent (6%) of the principal amount prepaid on the Note, if prepaid during the fifth year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to five percent (5%) of the principal amount prepaid on the Note, if prepaid during the sixth year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to four percent (4%) of the principal amount prepaid on the Note, if prepaid during the seventh year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to three percent (3%) of the principal amount prepaid on the Note, if prepaid during the eighth year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal

to two percent (2%) of the principal amount prepaid on the Note, if prepaid during the ninth year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to one percent (1%) of the principal amount prepaid on the Note, if prepaid during the tenth year of the Note; and (c) no prepayment penalty is due for the balance of the term of the Note.

The Maker and Lender entered into that certain Term Loan Agreement of even date herein. Capitalized terms not otherwise defined herein have the meanings provided in the Term Loan Agreement.

Maker acknowledges and agrees that Lender may assign this Note to a third party, who will become a holder of the Note.

As used herein, the terms "Maker" and "Lender" shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law. In the event that more than one person, firm or entity is a Maker hereunder, then all references to "Maker" shall be deemed to refer equally to each of said persons, firms, or entities, all of whom shall be jointly and severally liable for all of the obligations of Maker hereunder.

IN WITNESS WHEREOF, Maker intending to be legally bound, has caused this Note to be executed under seal by its duly authorized officers, as of the date first above written.

MAKER:

South Side Realty Investments, LLC
A Georgia Limited Liability Company

BY: Mahesh Bhakta
Mahesh Bhakta

Witness

TITLE: Managing Member



First Farmers Financial

7335 W. Sand Lake Road, Suite 390, Orlando, FL 32819

Office: 407-730-3366

Fax: 800-263-1102

www.FirstFarmersFinancial.net

LOAN ORIGINATOR'S LETTER OF ATTESTATION (USDA Business and Industry Guaranteed Loan Assets)

Date: November 21, 2013

Originator/Lender Name: First Farmers Financial, LLC (*hereafter "FFF"*)

Originator/Lender Address: 7335 West Sand Lake Road, Suite 390
Orlando, FL 32819

Borrower Name: South Side Realty Investments, LLC

USDA Loan Identification Number: 10-034-714850216

Current Balance of Assigned Portion of Loan: \$9,000,000.00

Interest Paid to Date: 11/15/2013

Next Payment Due Date: December 1, 2013

Variable Coupon Reset Frequency: Quarterly

Next Coupon Reset Date: January 1, 2014

Interest Accrual Basis: 365/ 360 convention

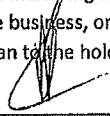
ORIGINATOR'S / LENDER'S ATTESTATION:

The undersigned hereby certifies that the above information is true and correct. Furthermore, the undersigned hereby warrants and represents to the holder of this Attestation that, as of the Purchase Date for the above-referenced Loan, neither FFF nor any of its directors, officers, managers, members, employees or agents have, or should have, through the exercise of reasonable diligence, any actual or constructive knowledge of the following: (1) any default by Borrower with respect to the Loan; (2) the occurrence of any act or event, which with the giving of notice or passage of time or both would constitute a default by Borrower with respect to the Loan; (3) any information indicating an increased likelihood of a prepayment of the Loan by Borrower through the refinancing of the Loan, sale of the business, or otherwise; or (4) any fraud or misrepresentation with respect to the Loan or the assignment of a portion of the Loan to the holder of this Attestation.

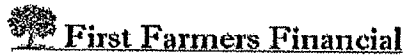
Signature of Authorized Officer of FFF:

Printed Name:

Printed Title of Authorized Officer of FFF:


Nik Patel

Managing Member & CEO



7335 West Sand Lake Road, Suite 390
Orlando, FL 32819

CONFIRMATION OF SETTLEMENT

Account Number	1040671502
Settlement Amount	\$8,780,487.80
Settlement Date	11/22/2013
Borrower	South Side Realty Investments, LLC
USDA Loan Number	10-034-714850216
Basis	A/365
P&I	Monthly
Adjusting	WSJ Prime Adjusting Quarterly
Floor	4.75%
Note Issue	15-Nov-13
Note Maturity	1-Jan-44
Rate	WSJ Prime + 1.25%
Interim Rate	4.75%
Float Date	1-Jan-14
Current Principal Balance	\$10,000,000.00
Current Guaranteed Balance	\$9,000,000.00
Accrued Interest	\$0.00
Prepayment Penalty	10 year declining



First Farmers Financial

7335 W. Sand Lake Road, Suite 390, Orlando, FL 32819

Office: 407-730-3366

Fax: 800-263-1102

www.FirstFarmersFinancial.net

November 21, 2013

Mr. Dan Harding
US Bank

RE: First Farmers REPO B, US BANK Account Number 001050985551

Dear Dan:

Per Sandy Warren, I am overnight mailing you this USDA loan package which we will be putting on our First Farmer's REPO B line with Pennant Management. I have included the following documents:

- a) Trade Ticket (has our Great Banc account Number)
- b) Original Attestation Letter per Pennant
- c) Copy of Term Note Agreement
- d) Copy of Loan Note Guaranty
- e) Original Assignment (Single assignment for entire guaranteed portion of the loan)

I look forward to working with you. Please let me know if you have any questions or are missing any documents.

Thanks,

A handwritten signature in black ink, appearing to read 'Nik A. Patel', with a stylized flourish at the end.

Nik A. Patel
CEO

321-271-0531 (Direct Mobile Number)

EXHIBIT C

Form RD 4279-6
(Rev. 07-05)

Position 5

FORM APPROVED
OMB NO. 0570-0017UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENTASSIGNMENT GUARANTEE AGREEMENT
(Business and Industry and Section 9006 Program)

Type of Loan Business & Industry USDA Loan Identification Number 10-034-742501315

7 C.F.R. part 4279, subparts A and B
7 C.F.R. part 4287, subpart B
7 C.F.R. part 4280, subpart B
First Farmer's Financial, LLC of 7335 West Sand Lake Road, Suite 390, Orlando, FL 32819

(Lender) has made a loan to Weatherbee Stone, LLC

in the principal amount of \$ 9,250,000.00 as evidenced by a note dated February 17, 2014.
The United States of America, acting through the U.S. Department of Agriculture (USDA) entered into a Loan Note Guarantee (Form 4279-5) with the Lender applicable to such loan to guarantee the loan not to exceed 90 % of the amount of the principal advanced and any interest due thereon as provided therein.

Band & CO FAO FIRST FARMERS C/O US BANK of 1555 N RIVERCENTER DR, SUITE 302, MILWAUKEE, WI 53212

(Holder) desires to purchase from Lender 100.00 % of the guaranteed portion of such loan. Copies of Borrower's note and the Loan Note Guarantee are attached hereto as a part hereof.

NOW, THEREFORE, THE PARTIES AGREE:

1. The principal amount of the loan now outstanding is \$ 9,250,000.00. Lender hereby assigns to Holder

100.00 % of the guaranteed portion of the loan representing \$ 8,325,000.00 of such loan now outstanding in accordance with all of the terms and conditions hereinafter set forth. The Lender and USDA certify to the Holder that the Lender has paid and USDA has received the guarantee fee in exchange for the issuance of the Loan Note Guarantee.

2. **Loan Servicing.** The Lender will be responsible for servicing the entire loan and will remain mortgagee and secured party of record. The entire loan will be secured by the same security with equal lien priority for the guaranteed and unguaranteed portions of the loan.

The Lender will receive all payments on account of principal of, or interest on, the entire loan and shall promptly remit to the Holder its pro rata share thereof determined according to their respective interests in the loan, less only the Lender's servicing fee.

3. **Servicing Fee.** Holder agrees that Lender will retain a servicing fee of 0.50 percent per annum of the unpaid balance of the guaranteed portion of the loan assigned hereunder.

4. **Purchase by Holder.** The Holder will hereby succeed to all rights of the Lender under the Loan Note Guarantee to the extent of the assigned portion of the loan. The Lender, however, will remain bound by all obligations under the Loan Note Guarantee and the program regulations found in 7 C.F.R. parts 4279 and 4287 and for the Section 9006 Program, 7 C.F.R. part 4280, now in effect and future USDA program regulations not in conflict with the provisions hereof.

5. **Full Faith and Credit.** The Loan Note Guarantee constitutes an obligation supported by the full faith and credit of the United States and is incontestable except for fraud or misrepresentation of which the Holder has actual knowledge at the time of this assignment, or which it participates in or condones. The guarantee will be unenforceable to the extent that any loss is occasioned by a provision for interest on interest.

6. **Rights and Liabilities.** The guarantee and right to require purchase will be directly enforceable by Holder notwithstanding any fraud or misrepresentations by Lender or any unenforceability of the Loan Note Guarantee by Lender. Nothing contained herein shall constitute any waiver by USDA of any rights it possesses against the Lender, and the Lender agrees that Lender will be liable and will promptly reimburse USDA for any payment made by USDA to Holder which, if such Lender had held the guaranteed portion of the loan, USDA would not be required to make. The Holder upon written notice to the Lender and USDA may resell the unpaid balance of the guaranteed portion of the loan assigned hereunder.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0017. The time required to complete this information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Form RD 4279-6 (Rev. 07-05)

7. Repurchase by the Lender (Defaults). The Lender has the option to repurchase the unpaid guaranteed portion of the loan from the Holder within 30 days of written demand by the Holder when: (a) the Borrower is in default not less than 60 days on principal or interest due on the loan or (b) the Lender has failed to remit to the Holder its pro rata share of any payment made by the Borrower or any loan subsidy within 30 days of its receipt thereof. The repurchase by the Lender will be for an amount equal to the unpaid guaranteed portion of principal and accrued interest, less the Lender's servicing fee. The loan note guarantee will not cover the note interest to the Holder on the guaranteed loan accruing after 90 days from the date of the demand letter to the lender requesting the repurchase. Holder will concurrently send a copy of demand to USDA. The Lender will accept an assignment without recourse from the Holder upon repurchase. The Lender is encouraged to repurchase the loan to facilitate the accounting for funds, resolve the problem, and to permit the borrower to cure the default, where reasonable. The Lender will notify the Holder and USDA of its decision.

8. Purchase by USDA. If Lender does not repurchase as provided by paragraph 7, USDA will purchase from Holder the unpaid principal balance of the guaranteed portion together with accrued interest to date of repurchase, less Lender's servicing fee, within 30 days after written demand to USDA from the Holder. The Loan Note Guarantee will not cover the note interest to the Holder on the guaranteed loans accruing after 90 days from the date of the original demand letter of the Holder to the lender requesting the repurchase. Such demand will include a copy of the written demand made upon the Lender. The Holder or its duly authorized agent will also include evidence of its right to require payment from USDA. Such evidence will consist of either the original of the Loan Note Guarantee properly endorsed to USDA or the original of the Assignment Guarantee Agreement properly assigned to USDA without recourse including all rights, title, and interest in the loan. USDA will be subrogated to all rights of Holder. The Holder will include in its demand the amount due including unpaid principal, unpaid interest to date of demand and interest subsequently accruing from date of demand to proposed payment date. Unless otherwise agreed to by USDA, such proposed payment will not be later than 30 days from the date of demand.

USDA will promptly notify the Lender of its receipt of the Holder's demand for payment. The Lender will promptly provide USDA with the information necessary for USDA's determination of the appropriate amount due the Holder. Any discrepancy between the amount claimed by Holder and the information submitted by the Lender must be resolved before payment will be approved. USDA will notify both parties who must resolve the conflict before payment will be approved. Such a conflict will suspend the running of the 30 day payment requirement. Upon receipt of the appropriate information, USDA will review the demand and remit the appropriate check to Holder.

9. Lender's Obligations. Lender consents to the purchase by USDA and agrees to furnish on request by USDA a current statement certified by an appropriate authorized officer of the Lender of the unpaid principal and interest then owed by Borrower on the loan and the amount then owed to any Holder. Lender agrees that any purchase by USDA does not change, alter or modify any of the Lender's obligations to USDA arising from said loan or guarantee nor does it waive any of USDA's right against Lender, and that USDA shall have the right to set-off against Lender all rights inuring to USDA as the Holder of this instrument against USDA obligation to Lender under the Loan Note Guarantee.

10. Repurchase by Lender for Servicing. If, in the opinion of the Lender, repurchase of the assigned portion of the loan is necessary to adequately service the loan, the Holder will sell the assigned portion of the loan to the Lender for an amount equal to the unpaid principal and interest on such portion less Lender's servicing fee. The loan note guarantee will not cover the note interest to the Holder on the guaranteed loans accruing after 90 days from the date of the demand letter of the lender or USDA to the Holder requesting the Holder to tender their guaranteed portion.

- a. The Lender will not repurchase from the Holder for arbitrage purpose or other purposes to further its own financial gain.
- b. Any repurchase will only be made after the Lender obtains USDA written approval.
- c. If the Lender does not repurchase the portion from the Holder, USDA at its option may purchase such guaranteed portions for servicing purposes.

11. Foreclosure. The Lender is responsible for determining who the necessary parties are to any foreclosure action or who should be named on a deed of conveyance taken in lieu of foreclosure. When the conveyance is received and the property is liquidated, the net proceeds will be applied to the guaranteed loan debt. If USDA has repurchased the guaranteed portion of the loan from the Holder, the Lender must obtain USDA's concurrence to any foreclosure action to be taken by the Lender; however, USDA will not be considered to be a necessary party to the action or otherwise required to join in.

12. Reassignment. Holder upon written notice to Lender and USDA may reassign the unpaid guaranteed portion of the loan sold hereunder. Upon such notification, the assignee will succeed to all rights and obligations of the Holder hereunder.

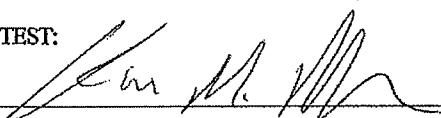
13. Notices. All notices and actions will be initiated through the USDA Rural Development
for Georgia (state) with mailing address
at the date of this assignment: 355 East Hancock Ave, Athens, GA 30601

Dated this 18th day February, 20 14.

LENDER: First Farmer's Financial, LLC

7335 West Sand Lake Road, Suite 390
Orlando, Florida 32819

ATTEST:

 (SEAL)

ADDRESS:

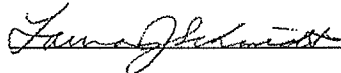
By

Title Managing Member

HOLDER:

ADDRESS:

ATTEST:

 (SEAL)

By

Title

James J. Jenkins
Trust Officer

UNITED STATES OF AMERICA
Department of Agriculture

ADDRESS: 355 East Hancock Avenue

Athens, GA 30601

By

Title State Director

Linton R. Robinson

Form 4279-5
(Rev. 07-05)UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENTLOAN NOTE GUARANTEE
(Business and Industry and Section 9006 Program)7 CFR Part 4279
7 CFR Part 4280

State GEORGIA	County MITCHELL	Date of Note 02-17-2014
Borrower WEATHERBEE STONE, LLC		USDA Loan Identification Number 10-034-742501315
Lender FIRST FARMERS FINANCIAL, LLC		Lender's IRS Tax ID Number 45-3090809
Lender's Address 7335 West Sand Lake Road, Suite 390, Orlando, FL 32819		Principal Amount of Loan \$ 9,250,000.00

The guaranteed portion of the loan is \$ 8,325,000.00 which is NINETY (90 %)percent of loan principal. The principal amount of loan is evidenced by one (1) notes (includes bonds as appropriate) described below. The guaranteed portion of each note is indicated below. This instrument is attached to noteone (1) in the face amount of \$ 9,250,000.00 and is number one (1) of one (1)

<u>Lender's</u> <u>Identifying Number</u>	<u>Face Amount</u>	<u>Percent of Total</u> <u>Face Amount</u>	<u>Amount Guaranteed</u>
001772	\$ 9,250,000.00	100 %	\$ 8,325,000.00

TOTAL	\$ <u>9,250,000.00</u> <u>100%</u>	\$ <u>8,325,000.00</u>
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In consideration of the making of the subject loan by the above named Lender, the United States of America, acting through the United States Department of Agriculture ("USDA"), pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 *et seq.*), does hereby agree that in accordance with and subject to the conditions and requirements herein, it will pay to:

- A. Any Holder 100 percent of any loss sustained by such Holder on the guaranteed portion and on interest due on such portion.
- B. The Lender the lesser of paragraph 1 or 2 below:
 1. Any loss sustained by such Lender on the guaranteed portion including:
 - a. Principal and interest indebtedness as evidenced by said notes or by assumption agreements, and
 - b. Principal and interest indebtedness on secured protective advances for protection and preservation of collateral made with USDA's authorization, including but not limited to, advances for taxes, annual assessments, any ground rents, and hazard or flood insurance premiums affecting the collateral, or
 2. The guaranteed principal advanced to or assumed by the Borrower under said notes or assumption agreements and any interest due thereon.

If USDA conducts the liquidation of the loan, loss occasioned to a Lender by accruing interest after the date USDA accepts responsibility for liquidation will not be covered by this Loan Note Guarantee. If Lender conducts the liquidation of the loan, accruing interest shall be covered by this Loan Note Guarantee to 30 days after liquidation of collateral when the lender conducts the liquidation expeditiously in accordance with the liquidation plan approved by USDA.

Definition of Holder.

The Holder is the person or organization ("investor") other than the Lender who owns all or part of the guaranteed portion of the loan with no servicing responsibilities. Holders are prohibited from obtaining any parts of the guaranteed portion of the loan with proceeds from any obligation, the interest on which is excludable from income, under section 103 of the Internal Revenue Code of 1954, as amended (IRC). When the single note option is used and the Lender assigns a part of the guaranteed loan to an assignee, the assignee becomes a Holder only when USDA receives notice and the transaction is completed through use of Form 4279-6, "Assignment Guarantee Agreement."

Definition of Lender.

The Lender is the person or organization making and servicing the loan which is guaranteed under the provisions of 7 C.F.R. part 4279 or C.F.R. part 4280, subpart B, as applicable. The Lender is also the party requesting a loan guarantee.

CONDITIONS OF GUARANTEE

1. Loan Servicing.

Lender will be responsible for servicing the entire loan, and Lender will remain mortgagee and secured party of record notwithstanding the fact that another party may hold a portion of the loan. When multiple notes are used to evidence a loan, Lender will structure repayments as provided in the loan agreement.

2. Priorities.

The entire loan will be secured by the same security with equal lien priority for the guaranteed and unguaranteed portions of the loan. The unguaranteed portion of the loan will not be paid first nor given any preference or priority over the guaranteed portion.

3. Full Faith and Credit.

The Loan Note Guarantee constitutes an obligation supported by the full faith and credit of the United States and is incontestable except for fraud or misrepresentation of which Lender or any Holder has actual knowledge at the time it became such Lender or Holder or which Lender or any Holder participates in or condones. The guarantee will be unenforceable to the extent that any loss is occasioned by a provision for interest on interest. In addition, the Loan Note Guarantee will be unenforceable by Lender to the extent any loss is occasioned by the violation of usury laws, negligent servicing, or failure to obtain the required security regardless of the time at which USDA acquires knowledge of the foregoing. Any losses occasioned will be unenforceable to the extent that loan funds are used for purposes other than those specifically approved by USDA in its Conditional Commitment for Guarantee. Negligent servicing is defined as the failure to perform those services which a reasonably prudent lender would perform in servicing (including liquidation) its own portfolio of loans that are not guaranteed. The term includes not only the concept of a failure to act but also not acting in a timely manner or acting in a manner contrary to the manner in which a reasonably prudent lender would act up to the time of loan maturity or until a final loss is paid.

4. Rights and Liabilities.

The guarantee and right to require purchase will be directly enforceable by Holder notwithstanding any fraud or misrepresentation by Lender or any unenforceability of this Loan Note Guarantee by Lender except for fraud or misrepresentation of which the Holder had actual knowledge at the time it became the Holder or in which the Holder participates or condones. Nothing contained herein will constitute any waiver by USDA of any rights it possesses against the Lender. Lender will be liable for and will promptly pay to USDA any payment made by USDA to Holder which, if such Lender had held the guaranteed portion of the loan, USDA would not be required to make.

5. Payments.

Lender will receive all payments of principal or interest, on account of the entire loan and will promptly remit to Holder its pro rata share thereof determined according to its respective interest in the loan, less only Lender's servicing fee.

6. Protective Advances.

Protective advances made by Lender pursuant to the regulations will be guaranteed against a percentage of loss to the same extent as provided in this Loan Note Guarantee notwithstanding the guaranteed portion of the loan that is held by another.

7. Repurchase by Lender.

The Lender has the option to repurchase the unpaid guaranteed portion of the loan from the Holder within 30 days of written demand by the Holder when: (a) the borrower is in default not less than 60 days on principal or interest due on the loan or (b) the Lender has failed to remit to the Holder its pro rata share of any payment made by the Borrower within 30 days of its receipt thereof. The repurchase by the Lender will be for an amount equal to the unpaid guaranteed portion of principal and accrued interest less the Lender's servicing fee. The Loan Note Guarantee will not cover the note interest to the Holder on the guaranteed loan accruing after 90 days from the date of the demand letter to the Lender requesting the repurchase. Holder will concurrently send a copy of demand to USDA. The Lender will accept an assignment without recourse from the Holder upon repurchase. The Lender is encouraged to repurchase the loan to facilitate the accounting for funds, resolve the problem, and to permit the borrower to cure the default, where reasonable. The Lender will notify the Holder and USDA of its decision.

8. USDA Purchase.

If Lender does not repurchase as provided by paragraph 7 USDA will purchase from Holder the unpaid principal balance of the guaranteed portion together with accrued interest to date of repurchase less Lender's servicing fee, within thirty (30) days after written demand to USDA from Holder. The Loan Note Guarantee will not cover the note interest to the Holder on the guaranteed loans accruing after 90 days from the date of the original demand letter of the Holder to the Lender requesting the repurchase. Such demand will include a copy of the written demand made upon the Lender. The Holder or its duly authorized agent will also include evidence of its right to require payment from USDA. Such evidence will consist of either the original of the Loan Note Guarantee properly endorsed to USDA or the original of the Assignment Guarantee Agreement properly assigned to USDA without recourse including all rights, title, and interest in the loan. USDA will be subrogated to all rights of Holder. The Holder will include in its demand the amount due including unpaid principal, unpaid interest to date of demand and interest subsequently accruing from date of demand to proposed payment date. Unless otherwise agreed to by USDA, such proposed payment will not be later than 30 days from the date of demand.

The USDA will promptly notify the Lender of its receipt of the Holder's demand for payment. The Lender will promptly provide the USDA with the information necessary for USDA determination of the appropriate amount due the Holder. Any discrepancy between the amount claimed by the Holder and the information submitted by the Lender must be resolved before payment will be approved. USDA will notify both parties who must resolve the conflict before payment by USDA will be approved. Such conflict will suspend the running of the 30 day payment requirement. Upon receipt of the appropriate information, USDA will review the demand for verification. After receiving the demand, USDA will review the demand and remit the appropriate payment to the Holder.

9. Lender's Obligations.

Lender consents to the purchase by USDA and agrees to furnish on request by USDA a current statement certified by an appropriate authorized officer of the Lender of the unpaid principal and interest then owed by Borrowers on the loan and the amount then owed to any Holder. Lender agrees that any purchase by USDA does not change, alter or modify any of the Lender's obligations to USDA arising from said loan or guarantee nor does it waive any of USDA's rights against Lender, and that USDA will have the right to set-off against Lender all rights inuring to USDA as the Holder of this instrument against USDA's obligation to Lender under the Loan Note Guarantee.

10. Repurchase by Lender for Servicing.

If, in the opinion of the Lender, repurchase of the guaranteed portion of the loan is necessary to adequately service the loan, the Holder will sell the portion of the loan to the Lender for an amount equal to the unpaid principal and interest on such portion less Lender's servicing fee. The Loan Note Guarantee will not cover the note interest to the Holder on the guaranteed loan accruing after 90 days from the date of the demand letter of the Lender or USDA to the Holder requesting the Holder to tender its guaranteed portion.

- a. The Lender will not repurchase from the Holder for arbitrage purposes or other purposes to further its own financial gain.
- b. Any repurchase will only be made after the Lender obtains USDA written approval.
- c. If the Lender does not repurchase the portion from the Holder, USDA at its option may purchase such guaranteed portions for servicing purposes.

11. Custody of Unguaranteed Portion.

The Lender may retain, or sell the unguaranteed portion of the loan only through participation. Participation, as used in this instrument, means the sale of an interest in the loan wherein the Lender retains the note, collateral securing the note, and all responsibility for loan servicing and liquidation.

12. When Guarantee Terminates.

This Loan Note Guarantee will terminate automatically (a) upon full payment of the guaranteed loan; or (b) upon full payment of any loss obligation hereunder; or (c) upon written notice from the Lender to USDA that the guarantee will terminate 30 days after the date of notice, provided the Lender holds all of the guaranteed portion and the Loan Note Guarantee is returned to be cancelled by USDA.

13. Settlement.

The amount due under this instrument will be determined and paid as provided in the applicable USDA regulations in effect on the date of settlement unless such regulations are in direct conflict with this agreement.

14. Notices.

All notices will be initiated through the USDA State Office

for GEORGIA (State) with mailing address at the day of this instrument:

USDA, Rural Development
355 East Hancock Avenue
Athens, GA 30601

UNITED STATES OF AMERICA
Department of Agriculture

By: Linton N. Robinson

02-18-2014
(Date)

Title: State Director

Assumption Agreement by _____ Dated _____

Assumption Agreement by _____ Dated _____

TERM NOTE

\$9,250,000.00

DATE: February 17, 2014

USDA Loan Identification Number: 10-034-742501315

FOR VALUE RECEIVED, the undersigned Weatherbee Stone, LLC, a GEORGIA Limited Liability Company (hereinafter referred to as "Maker"), promises to pay to the order of FIRST FARMER'S FINANCIAL, LLC (hereinafter referred to as "Payee", Payee, and subsequent holder(s) hereof, being hereinafter referred to collectively as "Lender"), at the office of Payee at 7335 West Sand Lake Road, Suite 390, Orlando, FL 32819 or at such other place as Lender may designate to Maker in writing from time to time, the principal sum of NINE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$9,250,000.00), or so much thereof as may be hereinafter disbursed hereunder, together with interest thereon, or on so much thereof as is from time to time outstanding and unpaid, from the date of each advance of principal, at the rates hereinafter set forth, in lawful money of the United States of America, which shall at the time of payment be legal tender in payment of all debts and dues, public and private, such principal and interest to be paid in the following manner, to wit:

Subject to the Interest Rate Floor set forth below, the Interest Rate shall mean the floating and fluctuating rate per annum equal to the rate of interest published as the maximum prime interest rate in the Wall Street Journal (the "Prime Rate") plus ONE AND ONE HALF (1.50%) percentage points ("Interest Rate"). The Prime Rate in effect as of the close of business on the first day each quarter (January 1, April 1, July 1 and October 1) shall be the applicable Prime Rate for that quarter in determining the applicable Interest Rate. If the Prime Rate is discontinued as a standard or becomes unascertainable, the Lender shall designate in writing to the Maker a comparable reference rate. Interest shall be calculated on the basis of 365/360 days per year for the actual number of days elapsed.

Notwithstanding the foregoing, during the term of this Note the Interest Rate as set forth above shall never be less than FIVE PERCENT (5.00%) per annum (the "Interest Rate Floor").

Commencing on the 1st day of March, 2014, and continuing on the 1st day of each successive calendar month thereafter, payments of principal and accrued and unpaid interest shall be due and payable monthly, on the basis of a three hundred sixty (360) month amortization period through and including the 1st day of April, 2044 ("Payments"). Any change in the Interest Rate, as provided for above, shall result in an adjustment to the amount of the Payment. The initial monthly payment amount will be FORTY NINE THOUSAND SIX HUNDRED FIFTY SEVEN DOLLARS AND NO/100 Dollars (\$49,657). The adjusted Payment amount shall be calculated utilizing the Interest Rate and outstanding principal balance at the time of calculation as well as the remaining number of months in the amortization period. In any event, the entire outstanding principal balance hereof, together with all accrued but unpaid interest thereon, shall be due and payable in full on or before the 1st day of April, 2044.

All payments hereunder shall be first applied to late charges, then to interest, and the balance to principal.

DMM

The indebtedness evidenced by this Note and the obligations created hereby are secured by that certain Mortgage, Assignment of Leases and Rents and Security Agreement relating to real property located in MITCHELL County, GEORGIA as more particularly described therein (together with all other documents evidencing or securing or in any way relating to the indebtedness evidenced hereby or any guaranty given in connection with this Note, herein referred to collectively as the "Loan Documents") entered into this day between Maker and Lender or between any Guarantor and Lender concerning property located in MITCHELL County, GEORGIA; some of which Loan Documents are to be filed for record on or about the date hereof in the appropriate public records.

It is hereby expressly agreed that should any default be made in the payment of principal or interest as stipulated above (including, without limitation, non-payment upon maturity), or should any default be made in the performance of any of the covenants or conditions contained in the Loan Documents, or any of them, then a default shall exist hereunder, and in such event, the principal indebtedness evidenced hereby, and any other sums advanced hereunder or under the Loan Documents, or any of them, together with all unpaid interest accrued thereon, shall, at the option of Lender without notice to Maker, at once become due and payable and may be collected forthwith, regardless of the stipulated date of maturity. Interest shall accrue on the outstanding principal balance of this Note from the date of any default hereunder and for so long as such default continues, regardless of whether or not there has been an acceleration of the indebtedness evidenced hereby as set forth herein, at the rate equal to five percent (5%) per annum plus the interest rate otherwise accruing hereunder. All such interest shall be paid at the time of and as a condition precedent to the curing of any such default should Lender, at its sole option, allow such default to be cured. Time is of the essence of this Note. In the event this Note, or any part hereof, is collected by or through an attorney-at-law, Maker agrees to pay all costs of collection including, but not limited to, reasonable attorneys' fees.

In addition, in the event that the Maker shall fail to pay by the tenth (10th) day of the month any payment of principal or interest which shall be due and payable pursuant to this Note, the Maker shall pay a late charge of five (5%) percent of the Payment which the Maker shall have failed to pay on the date the same was due. Such late charge shall help to defray the added expense which shall be incurred by the Lender in handling any such delinquent payment.

If an Event of Default shall occur hereunder as defined in the Loan Documents, then at the option of the Lender, the entire principal sum then remaining unpaid and accrued interest thereon shall immediately become due and payable without notice or demand, or in the case of certain Events of Default set forth in the Loan Documents, the entire principal sum and interest accrued thereon shall become automatically due and payable, and in any case, the Interest Rate shall immediately increase to the Default Rate. Failure to exercise the above options shall not constitute a waiver of the right to exercise the same in the event of any subsequent Event of Default.

All parties liable for the payment of this Note agree to pay the Lender reasonable attorneys' fees and costs, whether or not an action be brought, for the services of counsel employed after maturity or Default to collect this Note or any principal or interest due hereunder, or to protect the security, if any, or enforce the performance of any other agreement contained in this Note or in any

instrument of security executed in connection with this loan, including costs and attorneys' fees on any appeal, or in any proceedings under the United States Bankruptcy Code or in any post judgment proceedings. All parties liable for the payment of this Note agree to pay the Lender hereof reasonable attorney's fees for the services of counsel employed to collect this Note, whether or not suit be brought, and to indemnify and hold the Lender harmless against liability for the payment of state intangible, documentary and recording taxes, and other taxes (including interest and penalties, if any) which may be determined to be payable with respect to this Term Note and related transaction.

In no event shall the amount of interest due or payable hereunder exceed the maximum rate of interest allowed by applicable law, and in the event any such payment is inadvertently paid by the Maker or inadvertently received by the Lender, then such excess sum shall be credited as a payment of principal, unless the Maker shall notify the Lender, in writing, that the Maker elects to have such excess sum returned to it forthwith. It is the express intent hereof that the Maker not pay and the Lender not receive, directly or indirectly, in any manner whatsoever, interest in excess of that which may be lawfully paid by the Maker under applicable law.

In the event of a default that remains uncured, the payments received by the Lender shall be applied as follows: First to protective advances and interest on said advances; Second to unpaid installments of interest at the rate specified in this Note; Third to unpaid installments of principal; and Fourth to late fees or higher rates of interest after default and prepayment penalties.

Presentment for payment, demand, protest and notice of demand, protest and non-payment and all other notices are hereby waived by Maker except as provided herein or in the Loan Documents. No failure to accelerate the debt evidenced hereby by reason of default hereunder, acceptance of a past due installment, or indulgences granted from time to time shall be construed (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Lender hereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by the laws of the State of GEORGIA; and Maker hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing. No extension of the time for the payment of this Note or any installment due hereunder, made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part, unless Lender agrees otherwise in writing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

Maker hereby waives and renounces for itself, its heirs, successors and assigns, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshalling, forbearance, valuation, stay, extension, redemption, appraisement, exemption and homestead now provided, or which may hereafter be provided by the Constitution and laws of the United States of America and of any state thereof, both as to itself and in and to all of its property, real and personal, against the enforcement and collection of the obligations evidenced by this Note. Maker hereby transfers, conveys and assigns to Lender a sufficient amount of property or money set apart as

exempt to pay the indebtedness evidenced hereby, or any renewal thereof, and does hereby appoint Lender the attorney-in-fact for Maker to claim any and all homestead exemptions allowed by law.

If from any circumstances whatsoever, fulfillment of any provision of this Note or of any other instrument evidencing or securing the indebtedness evidenced hereby, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Note or under any other instrument evidencing or securing the indebtedness evidenced hereby, that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity.

Prior to any event being a default under this Note, (i) Lender shall give written notice to Maker of a monetary default hereunder, and Maker shall have a period of ten (10) days thereafter to cure such monetary default, and (ii) Lender shall give written notice to Maker of a non-monetary default hereunder and Maker shall have a period of thirty (30) days thereafter to cure such non-monetary default (provided, however, that the Lender shall have no obligation to provide more than three (3) written default notices to the Maker within any given calendar year).

Any and all notices, elections or demands permitted or required to be given under this Agreement shall be in writing, signed by or on behalf of the party giving such notice, election or demand, and shall be deemed to have been properly given and shall be effective upon being personally delivered, or upon being deposited in the United States mail, postage prepaid, certified with return receipt required, and shall be deemed to have been received on the earlier of the date shown on the receipt or three (3) business days after the postmarked date thereof, or upon being deposited with an overnight delivery service requiring proof of delivery, to the other party at the address of such other party set forth below or such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such notice, election, demand or request must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a partner or any officer, partnership, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall also constitute receipt. Any such notice, election, demand, request or response shall be addressed as follows:

If given to Lender, shall be addressed as follows:

FIRST FARMER'S FINANCIAL, LLC
7335 West Sand Lake Road, Suite 390
Orlando, Florida 32819

with a copy (*which shall not constitute notice*) to:

WILLIAM R. HUSEMAN, PA
3733 University Boulevard West, Suite 305A
Jacksonville, Florida 32217
Attn: William Huseman

and, if given to Maker, shall be addressed as follows:

WEATHERBEE STONE, LLC
2763 Landfill Road
Pelham, Georgia 31779
Attn: Robert Mill Saunder

Either party may change its address to another single address by notice given as herein provided, except any change of address notice must be actually received in order to be effective.

This Note is intended as a contract under and shall be construed and enforceable in accordance with the laws of the State of Georgia.

The principal balance of this Note may be prepaid in whole or in part at any time provided that in each instance (a) the Maker shall give at least thirty (30) days' prior written notice of such prepayment to the Lender; (b) the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to ten percent (10%) of the principal amount prepaid on the Note, if prepaid during the first year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to nine percent (9%) of the principal amount prepaid on the Note, if prepaid during the second year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to eight percent (8%) of the principal amount prepaid on the Note, if prepaid during the third year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to seven percent (7%) of the principal amount prepaid on the Note, if prepaid during the fourth year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to six percent (6%) of the principal amount prepaid on the Note, if prepaid during the fifth year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to five percent (5%) of the principal amount prepaid on the Note, if prepaid during the sixth year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to four percent (4%) of the principal amount prepaid on the Note, if prepaid during the seventh year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to three percent (3%) of the principal amount prepaid on the Note, if prepaid during the eighth year of the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to two percent (2%) of the principal amount prepaid on the Note, if prepaid during the ninth year of

the Note; the Maker shall pay to the Lender, contemporaneously with such prepayment, a prepayment premium in an amount equal to one percent (1%) of the principal amount prepaid on the Note, if prepaid during the tenth year of the Note; and (c) no prepayment penalty is due for the balance of the term of the Note.

The Maker and Lender entered into that certain Term Loan Agreement of even date herein. Capitalized terms not otherwise defined herein have the meanings provided in the Term Loan Agreement.

Maker acknowledges and agrees that Lender may assign this Note to a third party, who will become a holder of the Note.

As used herein, the terms "Maker" and "Lender" shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law. In the event that more than one person, firm or entity is a Maker hereunder, then all references to "Maker" shall be deemed to refer equally to each of said persons, firms, or entities, all of whom shall be jointly and severally liable for all of the obligations of Maker hereunder.

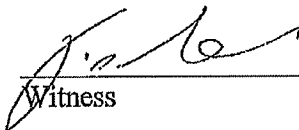
IN WITNESS WHEREOF, Maker intending to be legally bound, has caused this Note to be executed under seal by its duly authorized officers, as of the date first above written.

MAKER:

Weatherbee Stone, LLC
A Georgia Limited Liability Company

BY: 
Robert Mill Saunderson

TITLE: Managing Member


Witness



First Farmers Financial

7335 W. Sand Lake Road, Suite 390, Orlando, FL 328

Office: 407-730-33

Fax: 800-263-11

LOAN ORIGINATOR'S LETTER OF ATTESTATION (USDA Business and Industry Guaranteed Loan Assets)

Date: February 18, 2014

Originator/Lender Name: First Farmers Financial, LLC (hereafter "FFF")

Originator/Lender Address: 7335 West Sand Lake Road, Suite 390
Orlando, FL 32819

Borrower Name: Weatherbee Stone, LLC

USDA Loan Identification Number: 10-034-742501315

Current Balance of Assigned Portion of Loan: \$8,325,000.00

Interest Paid to Date: 2/17/2014

Next Payment Due Date: March 1, 2014

Variable Coupon Reset Frequency: Quarterly

Next Coupon Reset Date: April 1, 2014

Interest Accrual Basis: 365/360 convention

ORIGINATOR'S / LENDER'S ATTESTATION:

The undersigned hereby certifies that the above information is true and correct. Furthermore, the undersigned hereby warrants and represents to the holder of this Attestation that, as of the Purchase Date for the above-referenced Loan, neither FFF nor any of its directors, officers, managers, members, employees or agents have, or should have, through the exercise of reasonable diligence, any actual or constructive knowledge of the following: (1) any default by Borrower with respect to the Loan; (2) the occurrence of any act or event, which with the giving of notice or passage of time or both would constitute a default by Borrower with respect to the Loan; (3) any information indicating an increased likelihood of a prepayment of the Loan by Borrower through the refinancing of the Loan, sale of the business, or otherwise; or (4) any fraud or misrepresentation with respect to the Loan or the assignment of a portion of the Loan to the holder of this Attestation.

Signature of Authorized Officer of FFF:

Printed Name:

Printed Title of Authorized Officer of FFF:

Nik Patel

Managing Member & CEO



7335 West Sand Lake Road, Suite 390
Orlando, FL 32819

CONFIRMATION OF SETTLEMENT

Account Number	1040671502
Settlement Amount	\$8,121,951.22
Settlement Date	2/19/2014
Borrower	Weatherbee Stone, LLC
USDA Loan Number	10-034-742501315
Basis	A/365
P&I	Monthly
Adjusting	WSJ Prime Adjusting Quarterly
Floor	5.00%
Note Issue	17-Feb-14
Note Maturity	1-Apr-44
Rate	WSJ Prime + 1.50%
Interim Rate	5.00%
Float Date	1-Apr-14
Current Principal Balance	\$9,250,000
Current Guaranteed Balance	\$8,325,000
Accrued Interest	0
Prepayment Penalty	10 year declining



First Farmers Financia

7335 W. Sand Lake Road, Suite 390, Orlando, FL 328

Office: 407-730-33

Fax: 800-263-11

www.FirstFarmersFinancial.com

February 18, 2014

Mr. Dan Harding
US Bank

RE: First Farmers REPO B, US BANK Account Number 001050985551

Dear Dan:

Per Sandy Warren, I am overnight mailing you this USDA loan package which we will be putting on our First Farmer's REPO B line with Pennant Management. I have included the following documents:

- a) Trade Ticket (has our Great Banc account Number)
- b) Original Attestation Letter per Pennant
- c) Copy of Term Note Agreement
- d) Copy of Loan Note Guaranty
- e) Original Assignment (Single assignment for entire guaranteed portion of the loan)

I look forward to working with you. Please let me know if you have any questions or are missing any documents.

Thanks,

A handwritten signature in black ink, appearing to read 'Nik A. Patel', is written over a faint, large tree graphic that serves as a background for the lower half of the letter.

Nik A. Patel

CEO

321-271-0531 (Direct Mobile Number)

EXHIBIT D

Fox, Paul (Shld-Chi-LT)

From: Kirkland, Samuel - RD, Athens, GA <Samuel.Kirkland@ga.usda.gov>
Sent: Thursday, September 18, 2014 1:32 PM
To: Fox, Paul (Shld-Chi-LT)
Cc: Davis, Karen - Athens, GA; Arnold, Andrew - RD, ATHENS, GA; Blevins, Beth - RD, Athens, GA; Grimes, Toni - RD, Athens, GA
Subject: RE: Follow-up

Mr. Fox,

We have searched our Guaranteed Loan System and we did not find any borrowers by those names or by those ID numbers below.

I would contact the Lender for more information if you know who the original lender is.

Thank you,

Samuel

Samuel Kirkland | BP Specialist
Rural Development
U.S. Department of Agriculture
355 East Hancock Ave, STOP 305 | Athens, GA 30601
Phone: 706.552.2556 | Fax: 855.452.0958
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From: FoxP@gtlaw.com [mailto:FoxP@gtlaw.com]
Sent: Thursday, September 18, 2014 2:06 PM
To: Kirkland, Samuel - RD, Athens, GA
Cc: FerakP@gtlaw.com
Subject: Follow-up

Mr. Kirkland: Thank you for returning my call and for your assistance. As I mentioned, I am a lawyer in Chicago, and represent a custodian and an affiliated asset manager holding loans which are guaranteed by the USDA under its B&I rural development loan guarantee program. Our client would like to confirm that the following 3 USDA loan ID numbers, guaranteed out of the USDA's Athens, GA office, conform to the borrowers, loan amounts, and holders reflected in our records:

<u>USDA Loan Identification #</u>	<u>Borrower</u>	<u>Loan Amount</u>	<u>Holder</u>
10-034-714850216	South Side Realty Investments, LLC	\$10,000,000	Band & Co. FAO First Farmers C/O US Bank
10-041-317982406	Sri Nath Hospitality, LLC	\$7,850,000	Band & Co. FAO First Farmers C/O US Bank
10-034-742501315	Weatherbee Stone, LLC	\$9,250,000	Band & Co. FAO First Farmers C/O US Bank

Thank you in advance for your help with this. As I mentioned, there is some urgency to this request, and we will very much appreciate your expeditious response.

Best regards,

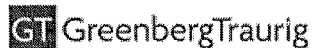
Paul T. Fox

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