

**ASSIGNMENT OF LEASE AGREEMENT**

THIS ASSIGNMENT OF LEASES (the "Assignment") is made and entered as of December 17, 2012, by CAPROC OAKLAND PARK, LLC as successor by merger to Michigan Oakland Corp, a dissolved Michigan corporation ("Assignor"), to BE ML FLL LLC, a Florida limited liability company ("Assignee"), is as follows:

WHEREAS, Assignor and the City of Fort Lauderdale, a municipal corporation ("City") entered into that certain Lease Agreement dated September 30, 1986 and recorded at Official Records Book 16009, Page 656, of the Public Records of Broward County, Florida ("Lease"), which is attached and incorporated herein as Exhibit "A", and

WHEREAS, Assignor, this day is conveying to Assignee the real property with the improvement which is the subject matter of the Lease, and

WHEREAS, Section 13 of the Lease allows for the assignment of this Lease by Assignor to Assignee with the consent of City, and

WHEREAS, Assignor owns the rights as provided in the Lease and desires to assign, transfer, set over and deliver to Assignee all of Assignor's right, title and interest in and to the Lease by this document,

NOW THEREFORE, In accordance with the terms of this Assignment and in consideration of the sum of \$10.00, the sufficiency and receipt of which are hereby acknowledged, Assignor and Assignee do hereby covenant and agree as follows:

1. The above recitals are true and correct.
2. As of the date herein, Assignor does hereby assign, transfer set over and deliver to Assignee all of the Assignor's right, title and interest in and to the Lease.
3. Assignor does hereby represent and warrant that the Lease is in full force and effect and that, to the best of Assignor's knowledge, the Lease is currently in good standing and neither Assignor nor Landlord is in default under the Lease.
4. Assignee hereby accepts this Assignment and express agrees to assume all of the Assignor's obligations under the Lease arising after the date of this Assignment.
5. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their respective heirs, legal representatives, successors and assigns and shall be construed in accordance with Florida law.

IN WITNESS WHEREOF, this Assignment of Lease Agreement has been signed, sealed and delivered by the parties as of the date first above written.

*Caproc Oakland Park, LLC*  
Witness

*Caproc Oakland Park, LLC*  
Print Name

*John M. Byron*  
Witness

*John M. Byron*  
Print Name

**ASSIGNOR:**

CAPROC OAKLAND PARK, LLC AS  
SUCCESSOR BY MERGER TO MICHIGAN  
OAKLAND PARK CORP, A DISSOLVED  
MICHIGAN CORPORATION

By: LIVINGSTON YORK REALTY PARTNERS,  
LLC, a Michigan limited liability company, doing  
business as LIVINGSTON YORK ADVISORS, LLC,  
a Michigan limited liability company, its authorized  
representative

## CONSENT TO ASSIGNMENT

This consent to assignment, made an entered into on this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between CAPROC OAKLAND PARK LLC, a Michigan limited liability company, as successor by merger to MICHIGAN OAKLAND PARK CORP, a dissolved Michigan corporation ("Assignor") and BE ML FLL, LLC, a Florida limited liability company ("Assignee") and the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida ("City") is as follows:

### WITNESSETH

WHEREAS, ADAMS BUILDING ASSOCIATES, a Florida general partnership ("Adams") and the City entered into that certain Lease Agreement date September 30, 1986 and recorded in Official Records Book 16009, Page 656, of the Public Records of Broward County, Florida, which is incorporated herein by reference; and

WHEREAS Adams assigned said lease to Coolidge Enterprises, Inc by Assignment of Lease dated May 23, 1996 and recorded in Official Records Book 24934, Page 0162, and was further assigned to Assignee herein by assignment recorded in Official Records Book 28564, Page 231, both of the Public Records of Broward County, Florida, and the City consented to both such assignments.

WHEREAS, Section 13 of the Lease allows for assignment of this lease by Assignor to Assignee with the consent of the City, and

WHEREAS, the Assignor owns the rights as provided in the Lease and desires to assign, transfer, set over and deliver to Assignee all of Assignor's right, title and interest in and to the Lease by this document;

NOW, THEREFORE, in accordance with the terms of this Consent to Assignment and in consideration of the sum of \$10.00 and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. The above recitals are true.
2. The City hereby consents to the Assignment of Lease from CAPROC OAKLAND PARK LLC, a Michigan limited liability company, as successor by merger to MICHIGAN OAKLAND PARK CORP, a dissolved Michigan corporation to BE ML FLL, LLC, a Florida limited liability company, and releases CAPROC OAKLAND PARK LLC, a Michigan limited liability company, as successor by merger to MICHIGAN OAKLAND PARK CORP, a dissolved Michigan corporation from any further responsibilities, liabilities and obligations under the lease.

3. The parties hereby acknowledge and agree that the legal description contained in the lease is deemed to represent the same air space as the legal description contained in Resolution 88-186 which is recorded in Official Record Book 16039, Page 0251 of the Public Records of Broward County, Florida.)

IN WITNESS WHEREOF, this Assignment of Lease Agreement has been signed, sealed and delivered by the parties as of the date first above written.

[Signature]  
Witness

[Signature]  
Print Name

[Signature]  
Witness

Lori Byron  
Print Name

**ASSIGNOR:**

CAPROC OAKLAND PARK, LLC AS  
SUCCESSOR BY MERGER TOMICHIGAN  
OAKLAND PARK CORP, A DISSOLVED  
MICHIGAN CORPORATION

By: LIVINGSTON YORK REALTY PARTNERS,  
LLC, a Michigan limited liability company, doing  
business as LIVINGSTON YORK ADVISORS,LLC,  
a Michigan limited liability company, its authorized  
representative

[Signature]  
MATTHEW L. BYRON, its sole member

**ASSIGNEE:**

BE ML FLL LLC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

[Signature]  
Benjamin Berzán, Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

**CITY OF FORT LAUDERDAL:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

State of Michigan  
County of Washtenaw

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2012 by MATTHEW L. BYRON as, Sole Member of LIVINGSTON YORK REALTY PARTNERS, LLC, a Michigan limited liability company, doing business as LIVINGSTON YORK ADVISORS, LLC, a Michigan limited liability company, Authorized Representative of CAPROC OAKLAND PARK, LLC as successor by merger to Michigan Oakland Corp, a dissolved Michigan corporation on behalf of said entity. He is personally known to me or has produced M. Dianna Jones identification.

My Commission Expires: 7-17-2018

[Signature]  
Notary Public Signature  
Printed Name: FELICIA L G JORDAN  
Serial Number

FELICIA L G JORDAN  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WASHTENAW  
My Commission Expires July 17, 2018  
Acting in the County of Washtenaw

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2012 by BENJAMIN BERMAN as, Manager of BE ML FLL LLC, a Florida limited liability company on behalf of said entity. He is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:

[Signature]  
Notary Public Signature  
Printed Name:  
Serial Number

BARTON S. STROCK  
Notary Public - State of Florida  
My Comm. Expires Aug 25, 2016  
Commission # EE 221539  
Bonded Through National Notary Assn.

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this \_\_\_ day of December, 2012 by \_\_\_\_\_ as, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: \_\_\_\_\_

Notary Public Signature  
Printed Name: \_\_\_\_\_  
Serial Number

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2012  
by \_\_\_\_\_ as, City Manager of the City of Fort Lauderdale, a municipal corporation  
of Florida. He/she is personally known to me or has produced \_\_\_\_\_ as  
identification.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature  
Printed Name: \_\_\_\_\_  
Serial Number

## ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES (the "Assignment") is made as of December 17, 2012, by CAPROC OAKLAND PARK, LLC as successor by merger to Michigan Oakland Corp, a dissolved Michigan corporation ("Assignor"), to BE ML FLL LLC, a Florida limited liability company ("Assignee").

### RECITALS:

This Assignment is entered into with reference to and in reliance upon the following facts:

- A. Assignor is the owner of that certain real property (the "Real Property") located in the City of Fort Lauderdale, County of Broward, Florida, which Real Property is more particularly described in Exhibit "A" attached hereto and incorporated herein.
- B. Assignor has sold the Property to Assignee simultaneously with the execution of this Assignment.
- C. Assignor desires absolutely and unconditionally to assign to Assignee, and Assignee desires Assignor to so assign, all of Assignor's right, title and interest in and to any and all leases now existing as set forth on attached Exhibit B.

NOW, THEREFORE, in consideration of the above and of the representations, warranties and covenants hereinafter contained, and for other good and valuable consideration, the parties hereto agree as follows:

Assignor hereby absolutely and unconditionally grants, transfers and assigns to Assignee and its successors and assigns all of Assignor's right, title and interest in and to the lessor's interest in the leasehold estates created by and under the Leases, and the lessor's reversionary interest therein, and hereby absolutely gives to and confers upon Assignee the right to collect all the income, rents, issues, profits and proceeds (collectively, "Rental") from the Leases.

Assignor is the sole, true, equitable and legal owner of the Real Property and the lessor's interest in each of the Leases, and the rents, issues, income and profits therefrom, and all other rights, privileges and entitlements of the lessor thereunder, having duly received such lessor's interest by valid, binding, enforceable, unconditional and absolute assignment thereof by the duly authorized act of the original lessor named in such Lease (if other than Assignor).

Assignor has not executed any prior assignment of the Leases or of any of them, or of its right, title and interest therein or in the rents to accrue thereunder, and, except as otherwise provided. No prior assignment of any of the lessor's rights under any of the Leases remains in force and effect.

Assignor represents the Leases are binding obligations of each party thereto, enforceable in accordance with their terms, except as the enforceability thereof may be limited by bankruptcy or other similar laws affecting the rights of creditors generally or by general equitable principles.

This Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall bind Assignor and Assignor's successors and assigns.

All exhibits attached hereto are incorporated into this Assignment and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date written above.



## EXHIBIT "A"

File No.: 12110938

### PARCEL 1 (Fee Parcels):

Lots 1, 2, 3, 14, 15 and 16, Block 2, CORAL RIDGE GALT ADDITION NO. 2, according to the plat thereof, recorded in Plat Book 32, Page 50, of the Public Records of Broward County, Florida, LESS AND EXCEPT the South 50 feet (S 50') of Lots 1, 2, 3.

NOTE: The East 40.31 feet of Lot 2 TOGETHER WITH all of Lots 3, Block 2 of said CORAL RIDGE GALT ADDITION NO.2, LESS AND EXCEPT the South 50 feet thereof is AKA: Tract A of 2611 OAKLAND PLAT, according to the Plat thereof as recorded in Plat Book 178, Page 196 and 197, of the Public Records of Broward County, Florida.

AND

### Parcel 2 (Lease Interest Parcel):

A portion of the 20 foot alley as shown on the plat "CORAL RIDGE GALT ADDITION NO. 2" as recorded in Plat Book 32, Page 50, of the Public Records of Broward County, Florida, lying above elevation 50.40, said air space being 20.88 feet above the highest point of the existing adjacent 20 foot alley, being more particularly described as follows:

Beginning at the Northeast corner of Lot 3, Block 2, of said Plat " CORAL RIDGE GALT ADDITION NO. 2", said point being on the Southerly line of said 20 foot alley; thence Westerly along the Southerly line of said 20 foot alley, a distance of 142.00 feet; thence Northerly along a line perpendicular to the last described line, a distance of 0.59 feet; thence Easterly along a line perpendicular to the last described line, a distance of 142.00 feet; thence Southerly along a line perpendicular to the last described line, a distance of 0.59 feet to the Point of Beginning.



EXHIBIT "B"

| <b>Tenant</b>   | <b>Suite</b>  | <b>Size (SF).</b> |
|---|---------------|-------------------|
| Ryan Scott, LLC   | 101           | 5,821             |
| Broward Financial Holding, Inc.<br>(dba Broward Bank of Commerce) | 102           | 3,217             |
| Greaton & Greaton   | 201           | 2,052             |
| Loreen Kreizinger, P.A.<br>(still occupies Suite 300)             | 205           | 1,488             |
| Richard S. Faulk, M.D., PA  | 207           | 1,275             |
| Ambit, Inc.   | 301           | 2,758             |
| Forterus, Inc.  | 400, 404, 406 | 4,702             |
| Merrill Lynch, Pierce, Fenner &<br>Smith Incorporated             |               | 18,000            |

# A. Settlement Statement (HUD-1)

**B. Type of Loan**

1.  FHA 2.  RHS 3.  Conv. Units.  
 4.  VA 5.  Conv. Ins.  Other

6. File Number:  
12110938

7. Loan Number:

8. Mortgage Insurance Case Number:

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

**D. Name & Address of Borrower:** BE ML FLL LLC, 5410 Edson Lane, Suite 220, Rockville, MD 20852

**E. Name & Address of Seller:** CAPROC OAKLAND PARK, LLC as successor by merger to Michigan Oakland Park Corp, a dissolved Michigan corporation, c/o Livingston York Advisors, LLC, 2723 S State Street, Suite 150, #157, Ann Arbor, MI 48104

**F. Name & Address of Lender:**

**G. Property Location:** Property Address  
2601 - 2611 E Oakland Park Boulevard Fort Lauderdale, Florida 33306

PIN  
494224-22-0010  
49224-01-0270  
494224-01-0280  
494224-01-0290  
494224-01-0100

**H. Settlement Agent:** Strock & Cohen, P.A., 2900 Glades Circle, Suite 750, Weston, FL 33327, (954)869-2220  
**Place of Settlement:** 2900 Glades Circle, Suite 750, Weston, FL 33327

**I. Settlement Date:** 12/17/2012 **Proration Date:** 12/17/2012 **Disbursement Date:** 12/17/2012

|  |                  |  |                  |
|--|------------------|--|------------------|
| 101. Contract sales price  | \$7,600,400.00   | 401. Contract sales price  | \$7,600,400.00   |
| 102. Personal property   |                  | 402. Personal property   |                  |
| 103. Settlement charges to borrower (line 1400)                              | \$28,422.90      | 403. Seller payment 2011 RP Taxes from CAPROC OAKL                         | \$122,714.79     |
| 104.   |                  | 404. Seller Pay Security Deposits to Buyer from CAPROC                     | \$43,193.86      |
| 105.   |                  | 405.   |                  |
|  |                  |  |                  |
| 106. City/town taxes   |                  | 406. City/town taxes   |                  |
| 107. County taxes 12/17/2012 to 12/31/2012                                   | \$6,662.75       | 407. County taxes 12/17/2012 to 12/31/2012                                 | \$6,662.75       |
| 108. Assessments   |                  | 408. Assessments   |                  |
| 109.   |                  | 409.   |                  |
| 110. Prepaid Maintenance Contracts   | \$5,275.13       | 410. Prepaid Maintenance Contracts   | \$5,275.13       |
| 111.   |                  | 411.   |                  |
| 112.   |                  | 412.   |                  |
| 120. Gross Amount Due from Borrower  | \$7,640,750.78   | 420. Gross Amount Due to Seller  | \$7,778,236.53   |
|  |                  |  |                  |
| 201. Deposit or earnest money  | \$2,000,000.00   | 501. Excess deposit (see instructions)                                     |                  |
| 202. Principal amount of new loan(s)   |                  | 502. Settlement charges to seller (line 1400)                              | \$728,069.87     |
| 203. Existing loan(s) taken subject to                                       |                  | 503. Existing loan(s) taken subject to                                     |                  |
| 204.   |                  | 504. Payoff of first mortgage loan to Northwest Savings B                  | \$6,972,696.88   |
| 205.   |                  | 505. Payoff of second mortgage loan  |                  |
| 206.   |                  | 506.   |                  |
| 207.   |                  | 507.   |                  |
| 208.   |                  | 508.   |                  |
| 209.   |                  | 509.   |                  |
|  |                  |  |                  |
| 210. City/town taxes   |                  | 510. City/town taxes   |                  |
| 211. County taxes  |                  | 511. County taxes  |                  |
| 212. Assessments   |                  | 512. Assessments   |                  |
| 213. December Rents 12/17/2012 to 12/31/2012                                 | \$34,275.92      | 513. December Rents 12/17/2012 to 12/31/2012                               | \$34,275.92      |
| 214. Transfer Security Deposits  | \$43,193.86      | 514. Transfer Security Deposits  | \$43,193.86      |
| 215.   |                  | 515.   |                  |
| 216.   |                  | 516.   |                  |
| 217.   |                  | 517.   |                  |
| 218.   |                  | 518.   |                  |
| 219.   |                  | 519.   |                  |
| 220. Total Paid by/for Borrower  | \$2,977,469.78   | 520. Total Reduction Amount Due Seller                                     | \$7,778,236.53   |
|  |                  |  |                  |
| 301. Gross amount due from borrower (line 120)                               | \$7,640,750.78   | 601. Gross amount due to seller (line 420)                                 | \$7,778,236.53   |
| 302. Less amounts paid by/for borrower (line 220)                            | (\$2,077,469.78) | 602. Less reductions in amount due seller (line 520)                       | (\$7,778,236.53) |
| 303. Cash <input type="checkbox"/> From <input type="checkbox"/> To Borrower | \$5,563,281.00   | 603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller | \$0.00           |

**SUBSTITUTE FORM 1099 SELLER STATEMENT** - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**SELLER INSTRUCTION** - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required to provide the Settlement Agent with your correct taxpayer identification number.  
If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

**CAPROC OAKLAND PARK, LLC AS SUCCESSOR BY MERGER TO MICHIGAN OAKLAND PARK CORP, A DISSOLVED MICHIGAN CORPORATION**

By: LIVINGSTON YORK REALTY PARTNERS, LLC,  
a Michigan limited liability company, doing business  
as LIVINGSTON YORK ADVISORS, LLC, a  
Michigan limited liability company, its authorized  
representative



**MATTHEW L. BYRON**, its sole member

| 700. Total Real Estate Broker Fees  |                | Paid From Borrower's Funds at Settlement | Paid From Seller's Funds at Settlement |
|---|----------------|--|--|
| 701. Division of commission (line 700) as follows:  |                |  |  |
| 701. \$375,000.00 to HFF  |                |  |  |
| 702.  |                |  |  |
| 703. Commission paid at settlement \$375,000.00   |                |  | \$375,000.00                           |
| 704.  |                |  |  |
| 801. Our origination charge   | (from GFE #1)  |  |  |
| 802. Your credit or charge (points) for the specific interest rate chosen                             | (from GFE #2)  |  |  |
| 803. Your adjusted origination charges  | (from GFE A)   |  |  |
| 804. Appraisal fee  | (from GFE #3)  |  |  |
| 805. Credit report  | (from GFE #3)  |  |  |
| 806. Tax service  | (from GFE #3)  |  |  |
| 807. Flood certification  | (from GFE #3)  |  |  |
| 808.  |                |  |  |
| 901. Daily interest charges from  | (from GFE #10) |  |  |
| 902. Mortgage insurance premium for   | (from GFE #8)  |  |  |
| 903. Homeowner's insurance for  | (from GFE #11) |  |  |
| 904.  |                |  |  |
| 905.  |                |  |  |
| 1001. Initial deposit for your escrow account   | (from GFE #6)  |  |  |
| 1002. Homeowner's insurance   |                |  |  |
| 1003. Mortgage insurance  |                |  |  |
| 1004. City property taxes   |                |  |  |
| 1005. County property taxes   |                |  |  |
| 1006. Flood insurance   |                |  |  |
| 1007.   |                |  |  |
| 1008.   |                |  |  |
| 1009.   |                |  |  |
| 1101. Title services and lender's title insurance   | (from GFE #4)  |  |  |
| 1102. Settlement or closing fee to Strock & Cohen, PA   |                | \$1,495.00                               |  |
| 1103. Owner's title insurance to Strock & Cohen, PA   | (from GFE #5)  | \$20,925.90                              |  |
| 1104. Lender's title insurance to Strock & Cohen, PA  |                |  |  |
| 1105. Lender's title policy link  |                |  |  |
| 1106. Owner's title policy link \$7,600,400.00  |                |  |  |
| 1107. Agent's portion of the total title insurance premium to Strock & Cohen, PA \$14,948.13          |                |  |  |
| 1108. Underwriter's portion of the total title insurance premium to Stewart Title Guaranty \$6,277.77 |                |  |  |
| 1109. Title Search to Title Information Services of Miami/Stewart Title                               |                | \$1,550.00                               |  |
| 1110. Lien Search (5 folios) to Reliable Lien Search, Inc.  |                | \$925.00                                 |  |
| 1111. Buyer Attorney Fees to Commerce Title   |                | \$3,500.00                               | \$3,000.00                             |
| 1112. Seller's Attorney's Fees to Richard B Warren P.A.   |                |  |  |
| 1113.   |                |  |  |
| 1114.   |                |  |  |
| 1115.   |                |  |  |
| 1201. Government recording charges  | (from GFE #7)  |  |  |
| 1202. Deed \$27.00 Mortgage Releases  |                | \$27.00                                  |  |
| 1203. Transfer taxes  | (from GFE #6)  |  |  |
| 1204. City/County tax/stamps  |                |  |  |
| 1205. State tax/stamps Deed \$53,202.80   |                |  | \$53,202.80                            |
| 1206.   |                |  |  |
| 1301. Required services that you can shop for   | (from GFE #6)  |  |  |
| 1302. Survey  |                |  |  |
| 1303. Estoppel Fee(s) Advanced  |                |  |  |
| 1304. Maintenance Fees for  |                |  |  |
| 1305. Pay 2012 RP Tax 495224-01-0280 to Broward County Tax Collector                                  |                |  | \$3,350.62                             |
| 1306. Pay 2012 RP Tax 495224-01-0270 to Broward County Tax Collector                                  |                |  | \$3,462.64                             |
| 1307. Pay 2012 RP Tax 495224-01-0290 to Broward County Tax Collector                                  |                |  | \$3,438.40                             |
| 1308. Pay 2012 RP Tax 495224-01-0100 to Broward County Tax Collector                                  |                |  | \$100,240.54                           |
| 1309. Pay 2012 RP Tax 495224-01-0010 to Broward County Tax Collector                                  |                |  | \$63,429.79                            |
| 1310. Pay 2011 RP Tax 495224-01-0100 to Broward County Tax Collector                                  |                |  | \$122,714.79                           |
| 1311. Permit Violation Fines to City of Fort Lauderdale   |                |  | \$230.29                               |
| 1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)                     |                | \$28,422.90                              | \$728,069.87                           |

Items marked "POC" were paid outside the closing by: Borrower (POCB), Lender (POCL), Mortgage Broker (POCBM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS).

**CERTIFICATION:**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters.

BE MILL LLC

  
Benjamin Schmitt, as Manager

CAPROC OAKLAND PARK, LLC AS SUCCESSOR BY MERGER TO MICHIGAN OAKLAND PARK CORP, A DISSOLVED MICHIGAN CORPORATION

By: LIVINGSTON YORK REALTY PARTNERS, LLC,  
a Michigan limited liability company, doing business  
as LIVINGSTON YORK ADVISORS, LLC, a  
Michigan limited liability company, its authorized  
representative

  
MATTHEW L. SYRON, its sole member

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed and assigned as part of the settlement of this transaction.

Michelle A. Lopez  
\_\_\_\_\_  
Date

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

# FL NOTICE OF POTENTIAL ELIGIBILITY FOR LOWER REISSUE RATE (REVISED)

File No. 12110938

Please note that the Reissue Rate (a reduced premium for title insurance) may be applicable to your transaction. You are eligible for the Reissue Rate so long as your transaction falls within one of the following categories, and you provide a previous owner's title insurance policy as specified below to your title closer at or prior to the closing:

1. Refinancing Transactions – The Reissue Rate is available on mortgage policies issued on refinancing of property insured by an original owner's policy which insured the title of the current mortgagor,
2. Unimproved Land – The Reissue Rate is available on policies on real property which is unimproved except for roads, bridges, drainage facilities, and utilities if the current owner's title has been insured prior to the application for a new policy, or,
3. Transactions Within 3 Years of Prior Policy – The Reissue Rate is available on policies issued with an effective date of less than 3 years after the effective date of the policy insuring the seller or mortgagor in the current transaction.

**PLEASE DISCUSS WITH YOUR TITLE CLOSER WHETHER YOU ARE ELIGIBLE FOR A DISCOUNTED REISSUE RATE PREMIUM. FAILURE TO PROVIDE A QUALIFYING PRIOR OWNER'S TITLE POLICY AT OR PRIOR TO CLOSING WAIVES YOUR RIGHT TO THE REISSUE RATE.**

I hereby acknowledge that I received this Notice of Potential Eligibility for a Lower Reissue Rate at the time of my first contact with Stroock & Cohen, P.A., and that either: (a) I have received the applicable reissue rate, (b) the transaction does not qualify for a reissue rate, or (c) I am waiving any right to the reissue rate because no party to the transaction has provided Stroock & Cohen, P.A. with a prior qualifying policy at or before closing.

Please acknowledge your understanding and agreement to the above by signing below.

Date: December 17, 2012

CAPROC OAKLAND PARK, LLC AS SUCCESSOR BY  
MERGER TO MICHIGAN OAKLAND PARK CORP, A  
DISSOLVED MICHIGAN CORPORATION

By: LIVINGSTON YORK REALTY PARTNERS, LLC,  
a Michigan limited liability company, doing business  
as LIVINGSTON YORK ADVISORS, LLC, a  
Michigan limited liability company, its authorized  
representative

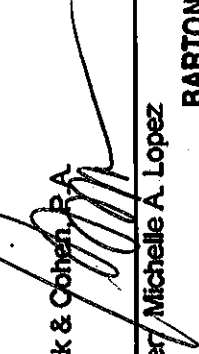


MATTHEW L. BYRON, its sole member

BE ML FLL LLC

  
Benjamin Berman, as Manager

Stroock & Cohen, P.A.



Closer Michelle A. Lopez

**BARTON S STROCK**

Date: December 17, 2012

**STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents**

**WHAT DO/DOES THE STROCK & COHEN, P.A. DO WITH YOUR PERSONAL INFORMATION?**

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Strock & Cohen, P.A., and its affiliates ("Stewart Title Guaranty"), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Strock & Cohen, P.A., need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

| Reasons we can share your personal information  | Do we share? | Can you limit this sharing? |
|---|--------------|-----------------------------|
| <b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations. | Yes          | No                          |
| <b>For our marketing purposes</b> — to offer our products and services to you.  | Yes          | No                          |
| <b>For joint marketing with other financial companies</b>   | No           | We don't share              |
| <b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.  | Yes          | No                          |
| <b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.  | No           | We don't share              |
| <b>For our affiliates to market to you</b>  | Yes          | No                          |
| <b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.   | No           | We don't share              |

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

**Sharing practices**

|  |   |
|--|---|
| <b>How often do/does Strock &amp; Cohen, P.A. notify me about their practices?</b> | We must notify you about our sharing practices when you request a transaction.  |
| <b>How do/does Strock &amp; Cohen, P.A. protect my personal information?</b>       | To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.   |
| <b>How do/does Strock &amp; Cohen, P.A. collect my personal information?</b>       | We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies. |
| <b>What sharing can I limit?</b>   | Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.  |

**Contact Us**

If you have any questions about this privacy notice, please contact us at: Strock & Cohen, P.A., 2900 Glades Circle, Suite 750, Weston, FL 33327

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