

January 3, 2008

Ocean 4660, LLC  
40800 Woodward Avenue  
Bloomfield Hills, Michigan 48304

Ladies and Gentlemen:

This letter constitutes an agreement by and between COMERICA BANK (herein called "Bank") and Ocean 4660, LLC, a Florida limited liability company ("Borrower") pertaining to certain loans and other credit which Bank has made or may from time to time hereafter make available to Borrower.

In consideration of all present and future loans and credit from time to time made available by Bank to or in favor of Borrower and in consideration of all present and future liabilities, obligations and indebtedness of Borrower to Bank, howsoever created, evidenced, existing or arising, whether direct or indirect, absolute or contingent, joint or several, now or hereafter existing or arising, or due or to become due, and all extensions and/or renewals thereof (herein collectively called the "Liabilities"), Borrower covenants and agrees as follows:

1. Each loan or other extension of credit made by Bank to or otherwise in favor of Borrowers shall be evidenced by and subject to a promissory note or other agreement or evidence of indebtedness acceptable to Bank, and executed and delivered by the Borrower unto Bank (any and all notes, instruments, documents and agreements at any time evidencing, governing, securing or otherwise relating to any of the Liabilities are herein collectively called the "Loan Documents").

2. So long as Bank shall have any commitment or obligation, if any, to make or extend loans, advances or other credit to or in favor of Borrower and so long as any Liabilities remain unpaid and/or outstanding, Borrower covenants and agrees that it shall:

- (a) Furnish, or cause to be furnished, to Bank, (i) within one hundred twenty (120) days after and as of the end of each fiscal year of Borrower, financial statements of Borrower for and as of the end of each such year, containing the balance sheet of Borrower as of the end of each such fiscal year, and statements of income and retained earnings and changes in financial position of Borrower for each such year, and such other comments and financial details as are usually included in similar statements and reports; (ii) on or before May 1 of each year, personal financial statements for Hanna Karcho-Polselli and Remo Polselli ("Guarantors") as of the end of the preceding year, in form acceptable to Bank and certified by the Guarantors as to accuracy and completeness and a copy of the Guarantors' federal tax return with all schedules thereto; (iii) on or before May 1 of each year, the federal income tax return for Borrower with all schedules thereto, (iv) within thirty (30) days after and as of the end of December and June of each year,

securities account statements, bank account statements and other information required by Bank to determine the amount of the liquidity of the Guarantors and (v) promptly, such other information and reports as Bank may reasonably request from time to time or which is to be furnished to Bank in accordance with any of the Loan Documents. The annual statements to be furnished to Bank pursuant to (i) above shall be compiled by independent certified public accountants selected by Borrower and reasonably acceptable to Bank. All of such financial statements should be prepared in accordance with generally accepted accounting principles consistently applied ("GAAP"), and all such financial statements and other information and reports to be furnished to Bank pursuant to the provisions hereof shall be in form and detail reasonably satisfactory to Bank.

- (b) Promptly inform Bank of the occurrence of any event of default, or any condition or event which, with the giving of notice or the passage of time, or both, would constitute an event of default, under any of the Liabilities or Loan Documents, and of any condition or event which has had or could have a material adverse effect upon Borrower's business, properties, financial condition or its ability to observe, perform or comply with its liabilities and obligations hereunder or otherwise in respect of any of the Liabilities or the Loan Documents.
- (c) Keep proper books of record and account in which full and correct entries shall be made of all of its financial transactions and its assets and businesses so as to permit the presentation of financial statements (including, without limitation, those financial statements to be delivered to Bank pursuant to Section 2(a) above) prepared in accordance with GAAP; permit Bank, or its representatives, at reasonable times and intervals, to visit all of Borrower's offices and to make inquiries as to Borrower's financial matters with its members, manager, employees, and independent certified public accountants; and permit Bank, through Bank's authorized attorneys, accountants and representatives, to inspect, audit and examine Borrower's books, accounts, records, ledgers and assets and properties of every kind and description, wherever located, at all reasonable times during normal business hours. Borrower shall reimburse Bank for all reasonable costs and expenses incurred by Bank in connection with such inspections, examinations and audits, and to pay to Bank such fees as Bank may reasonably charge in respect of such inspections, examinations and audits, or as otherwise mutually agreed upon by Borrower and Bank.
- (d) Maintain a bank account with Bank.
- (e) Maintain as of the end of each fiscal year (commencing December 31, 2008) a Debt Service Coverage Ratio of not less than 1.3 to 1.0. "Debt Service Coverage Ratio" shall mean for any fiscal year a ratio the numerator of which is net income of Company for such fiscal year plus, to the extent deducted in determining net income depreciation and amortization for such period, minus distributions to members during such period and the denominator of which is all payments of

principal and interest due during such period, all as determined in accordance with GAAP.

3. Without in any way whatsoever limiting or affecting Bank's right to make demand for payment of all or any part of any of the Liabilities which may, at any time, be payable upon demand, each Borrower hereby acknowledges and agrees that, in addition to any and all other provisions set forth in any of the Loan Documents relating to any default or event of default thereunder, it shall further constitute an event of default under the Liabilities and the Loan Documents in the event that there shall be any change, for any reason whatsoever, in the management, ownership or control of Borrower, which could, in the sole discretion and judgment of Bank, have a material adverse effect upon Borrower or its ability to pay and perform any of its liabilities or obligations in respect of the Liabilities and the Loan Documents.

4. Any (i) failure by Borrower, to fully observe, perform or otherwise comply with any of the covenants or agreements of Borrower set forth in this Agreement or (ii) any failure by the Guarantors, collectively, to maintain Liquidity of at least \$6,000,000 shall constitute an event of default under the Liabilities, and Bank shall be entitled to exercise any and all rights and remedies available to or otherwise conferred upon Bank as a result thereof, whether by agreement, by law or otherwise. "Liquidity" shall mean unencumbered cash, cash equivalents and readily marketable stock and bonds which are owned by a Guarantor or Hotel Mortgage Funding, LLC.

5. **Borrower hereby acknowledges and agrees that Borrowers' compliance with the terms and conditions set forth herein, and the absence of any default or event of default by Borrower in the observance or performance of any of the covenants or agreements of Borrowers hereunder, shall not in any way limit, restrict or otherwise affect or impair Bank's right or ability to make demand for payment of any or all of the Liabilities which may be on a demand basis at any time in Bank's sole and absolute discretion, with or without reason or cause, and the existence of any default or event of default hereunder shall not be the sole reason or basis for enabling Bank to make demand for payment of all or any part of such Liabilities.**

6. All accounting terms not specifically defined in this Agreement shall be determined and construed in accordance with GAAP.

7. No forbearance on the part of the Bank in enforcing any of its rights or remedies under this Agreement or any other Loan Document, nor any renewal, extension or rearrangement of any payment or covenant to be made or performed by Borrower hereunder or any such other Loan Document, shall constitute a waiver of any of the terms of this Agreement or such Loan Document or of any such right or remedy.

8. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Michigan.

9. Borrower agrees to reimburse Bank, upon demand, for all costs and expenses (including, without limitation, reasonable attorneys' fees, whether in-house or outside counsel)

incurred by Bank in connection with the documentation and preparation of this Agreement, the other Loan Documents, and otherwise in respect of the Liabilities, and the consummation and the closing of the transactions contemplated hereby or thereby, any default or events of default under or in respect of any of the Liabilities or in collecting or in attempting to collect any of the Liabilities, in perfecting, maintaining or defending any of the Bank's liens or security interests (or the priority thereof), if any, in any collateral securing any part of any of the Liabilities, or otherwise in enforcing any of Bank's rights or remedies under any of the Loan Documents or otherwise in respect of any of the Liabilities.

10. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that Borrower shall not assign or transfer any of its rights or obligations hereunder or otherwise in respect of any of the Liabilities without the prior written consent of Bank.

11. BORROWER AND BANK ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE LIABILITIES.

If the foregoing is acceptable to Borrower, please indicate such with the signature of Borrower as provided below.

Very truly yours,

COMERICA BANK

By: 

Its: Vice President

ACCEPTED, ACKNOWLEDGED  
AND AGREED:

By: 

Hanna Karcho-Polselli

Its: Managing Member

Dated: January 3, 2008