

Instructions to Obtain a copy of the Phase I - Environmental Report

In order to obtain a copy of the Phase I – Environmental Report, please review the terms and conditions of the *Acknowledgement and Indemnification Upon Release for Information* agreement which is located on the following page.

If you agree to the terms and conditions set forth on the following page, please print and execute the document and send a scanned copy to Julie.Carl@cbre.com

**If you have any questions or concerns, please call the CBRE Middle Market Loan Sales,
Toll Free: 877.692.1171**

Subject to Confidentiality Agreement

ACKNOWLEDGMENT AND INDEMNIFICATION
UPON RELEASE FOR INFORMATION

The undersigned requested a copy of the report(s) entitled: Phase I Environmental Assessment conducted on Lauderdale Beachside Resort and accompanying attachments dated March 12, 2012 (collectively, the "Report") prepared for Comerica Bank ("Bank") by Environmental Assessments + Consulting, Inc. ("Consultant"), with regard to certain real property commonly known as Lauderdale Beachside Resort – 4660 North Ocean Drive, Lauderdale-by-the-Sea, Florida ("Property").

In consideration for receiving a copy of the Report, the undersigned agrees to and acknowledges the following: The Report was prepared for the exclusive use and benefit of Bank, and may not be relied upon by the undersigned or any other party for any purpose. The Bank does not warrant the completeness or accuracy of the Report or the competence with which the Consultant performed the work underlying the Report. The Report is not a representation or warranty by the Bank or Consultant as to conditions on or at or present or past uses of the Property. The undersigned is advised and encouraged to conduct its own independent investigation. The undersigned waives and releases all claims of any kind against the Bank and Consultant arising out of or related in anyway to the use of the Report or the information, conclusions or recommendations which it contains. The undersigned shall indemnify Bank and/or Consultant, defend by counsel satisfactory to Bank and/or Consultant, and hold Bank and/or Consultant harmless from and against all claims, liability, costs, damage, or expense, including attorney's fees, expert report and court costs, arising out of or related in any way to the undersigned's possession or use or further disclosure of the Report, without regard to negligence, gross negligence or other fault of the Bank and/or Consultant. Undersigned shall bind a copy of this Acknowledgment into each copy of the Report in its possession and provide a copy to each person to whom it provides a copy of the Report.

Acknowledged and agreed to:

Company name: _____

By _____

Its _____

Date _____