

PROMISSORY NOTE		
Effective Date:	[_____], 20____	
Loan Amount:	Not to exceed \$[_____]	
Lender:	CITY OF JACKSONVILLE , a consolidated municipal and county political subdivision of the State of Florida	
Developer:	JACKSONVILLE I-C PARCEL ONE HOLDING COMPANY, LLC , a Delaware limited liability company	JACKSONVILLE I-C PARCEL ONE HOLDING COMPANY , a Delaware limited liability company By: Jacksonville I-C Holding Company Investors, LLC, a Maryland limited liability company By: _____ Blake L. Cordish Authorized Person
Defeasance Trust:	JACKSONVILLE LOT J DEFEASANCE TRUST, DST , a Delaware statutory trust, under Trust Agreement dated [_____]	JACKSONVILLE LOT J DEFEASANCE TRUST, DST , a Delaware statutory trust, under Trust Agreement dated [_____] By: Jacksonville Lot J Trust Manager, LLC, a Delaware limited liability company By: _____ Alan Bornstein, President

This Promissory Note (as the same may be issued, supplemented, amended, restated, renewed, replaced, substituted, modified or extended from time to time, this “*Note*”) is duly executed and delivered by the above-described Developer and Defeasance Trust (individually a “*Co-Borrower*” and collectively, the “*Co-Borrowers*”) in favor of Lender as of the Effective Date set forth above.

FOR VALUE RECEIVED, Co-Borrowers covenant and promise to pay to the order of Lender, or its designee as set forth below, or at such other place as may be designated in writing by the holder of this Note, in immediately available funds, the principal sum equal to the Loan Amount set forth above or so much thereof as may be advanced and outstanding from time to time under that certain Loan Agreement of even date herewith between Lender and Co-Borrowers (as the same may be supplemented, amended, restated, renewed, replaced, substituted, modified or extended from time to time, the “*Loan Agreement*”) on or before the Maturity Date, in lawful money of the United States of America, together with all other amounts due the Lender under the Loan Agreement, all payable in the manner and at the time or times provided in the Loan Agreement. Capitalized terms used herein, but not defined shall have the meanings assigned to them in the Loan Agreement. All payments hereunder shall be made to Lender, at such place as the Lender or the legal holder of this Note may, from time to time, in writing appoint, and in the absence of such appointment, then by bank wire of immediately available funds to Lender.

1. COLLATERAL SECURITY; LOAN DOCUMENTS. Co-Borrowers and Lender have executed the Loan Agreement, pursuant to which Lender has agreed to make the Loan to Co-Borrowers evidenced hereby. This Note is referred to in, and the payment of this Note and all obligations of Co-Borrowers under the Loan Agreement in connection with the Loan are secured by, the Pledge covering the Collateral as more particularly described in said Pledge, and by the other Loan Documents of even date herewith as described in the Loan Agreement. This Note evidences all Advances made and all amounts otherwise owed to Lender in connection with the Loan under the Loan Agreement. Reference is made to the Loan Agreement for provisions relating to repayment of the indebtedness evidenced by this Note, including mandatory repayment, acceleration, limitations on interest and limitations on liability.

2. PAYMENT; PREPAYMENT. If not sooner paid, the entire outstanding principal balance of the Loan, and all other charges and payments due from Co-Borrowers to Lender under the Loan Documents, shall be due and payable on the Maturity Date. The Loan may be prepaid in whole but not in part, at any time and from time to time, without prepayment charge or penalty. All prepayments under the Loan shall be applied first to costs and charges due to Lender under the Loan Documents, and second to

principal. All payments on account of indebtedness evidenced by this this Note or the other Loan Documents shall be made not later than 11:00 A.M. (ET) on the day when due in lawful money of the United States.

3. **WAIVER.** Except as expressly provided herein and the Loan Documents, each Co-Borrower and each surety, endorser and guarantor hereof, jointly and severally, waive grace, presentment for payment, notice of nonpayment, demand of payment, protest and notice of protest, notice of dishonor and diligence in the collection of this Note and in filing suit hereon and consent and agree that their liability for the payment hereof shall not be affected or impaired by any release or change in the security for the payment of this Note or any party hereto, by any extension of the time of payment, or the addition of any parties hereto, which extension and addition may be made without notice to any party hereto and without affecting their liability hereunder. This Note is given for an actual loan of money for business purposes and is not for agricultural, consumer, personal or residential purposes.

4. **COLLECTION.** Subject to the terms and conditions of the Loan Agreement, each Co-Borrower and each surety, endorser and guarantor hereof, jointly and severally, agree that if this Note is not paid promptly in accordance with its terms and is placed in the hands of an attorney for collection or if suit be instituted hereon or to enforce the Pledge or any other Loan Document given as security herefor and as often as this Note is placed in the hands of the attorney for collection and as often as suit is filed to collect this Note, they, and each of them, shall pay, in addition to the unpaid principal balance hereof and all finance charges due hereon, all costs of collection, including, without limitation, reasonable attorney's fees.

5. **ADVANCES; RECORDS.** Each Advance and all other debits and credits provided in this Note and in the Loan Agreement shall be evidenced by entries made by Lender on records to be maintained at Lender's office at the address set forth for Lender in the Loan Agreement (or at such other location as Lender may hereafter designate in writing). All payments made by Co-Borrowers shall be similarly evidenced by entries made by Lender in such records, showing the date and amount of each such payment and the principal balance remaining unpaid immediately thereafter. The balance due Lender, as set forth in such records, shall be conclusive evidence of the amounts due and owing Lender by Co-Borrowers, absent manifest error. Notwithstanding the foregoing, the failure of Lender to make any such entries shall not limit or otherwise affect the obligations of Co-Borrowers hereunder with respect to payments of principal or other sums due and owing under the Loan Documents.

6. **LIMITATION ON RECOURSE.** The provisions of Section 3 of the Loan Agreement shall apply to Co-Borrowers' obligations hereunder as if fully set forth in this Note.

7. **NOTICE.** Any notice, demand, request or other communication which Lender or Co-Borrower may be required or permitted to give hereunder shall be given and deemed received in accordance with the terms of the Loan Agreement.

8. **GOVERNING LAW; JURISDICTION.** This Note is and shall be deemed to be a contract entered into pursuant to the Laws of the State of New York, shall in all respects be governed, construed, applied and enforced in accordance with the Laws of the State of New York and shall be conclusively deemed for all purposes to have been executed and delivered in the State of New York for performance therein. To the maximum extent not prohibited by applicable law, each Co-Borrower and Lender hereby irrevocably: (a) submit to the jurisdiction of any New York state or United States federal court sitting in state of New York over any action or proceeding arising out of this Agreement, (b) agree that all claims in respect of such action or proceeding may be held and determined in such New York state or federal court, and (c) consent to the service of process in any such action or proceeding in either of said courts by mailing thereof by the other party by registered or certified mail, postage prepaid, to such Co-Borrower or Lender at its address specified in the Loan Agreement, or at such Co-Borrower's most recent mailing address as set forth in the records of the Lender. Each Co-Borrower and Lender agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit or proceeding in such state and hereby waive any defense on the basis of an inconvenient forum.

9. **ELECTRONIC TRANSACTIONS.** The words "execution," "signed," "signature," "delivery" and words of like import in or relating to any document to be signed in connection with this Note and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

10. **WAIVER OF JURY TRIAL.** LENDER AND EACH CO-BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY OR ON

BEHALF OF LENDER OR A CO-BORROWER WITH RESPECT TO THIS NOTE, THE OTHER LOAN DOCUMENTS OR OTHERWISE IN RESPECT OF THE LOAN, ANY AND EVERY RIGHT THEY MAY HAVE TO A TRIAL BY JURY.

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