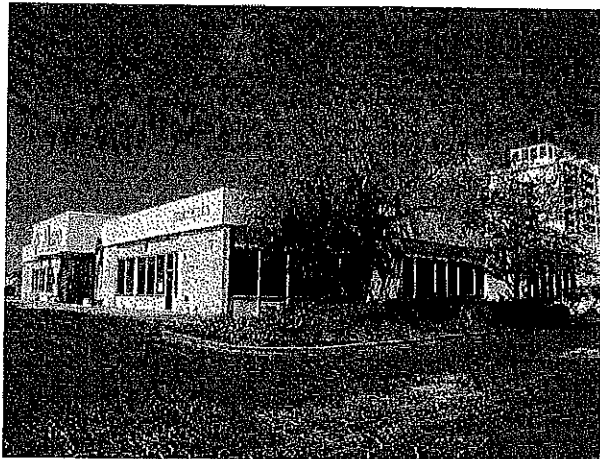


APPRAISAL REPORT

**METROPOLITAN CHARITIES, INC.
3251 3RD AVENUE N
ST. PETERSBURG, FL 33713**



TAMPA BAY OFFICE
551 9th Street N
St. Petersburg, FL 33701
(727) 895-6684 Telephone
(727) 895-6694 Facsimile
www.propval.com

APPRAISAL REPORT

**METROPOLITAN CHARITIES, INC.
3251 3RD AVENUE N
ST. PETERSBURG, FL 33713**

PREPARED FOR:

**MS. KATHRYN CANDELORO,
AVP, COMMERCIAL CONSULTANT
BANK OF AMERICA
13080 RACE TRACK ROAD, MAIL CODE FL2-628-01-01
TAMPA, FL, 33626**

PREPARED BY:

**PROPERTY VALUATION SPECIALISTS, LLC
551 9TH STREET N
ST. PETERSBURG, FLORIDA, 33701**

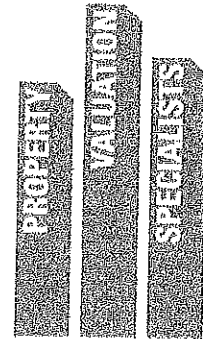
DATES OF VALUE:

MARCH 10, 2016 – AS IS

DATE OF REPORT:

APRIL 14, 2016

PROPERTY VALUATION SPECIALISTS PROJECT #: 16-02822



April 14, 2016

Ms. Kathryn Candeloro, AVP, Commercial Consultant
Bank of America
13080 Race Track Road, Mail Code FL2-628-01-01
Tampa, FL, 33626

*Re: Metropolitan Charities, Inc.
3251 3rd Avenue N
St. Petersburg, FL, 33713*

Client File: 16-001692-APR01-001

Dear Ms. Candeloro:

At your request, we have prepared an appraisal for the above referenced property. This appraisal report is intended to comply with the reporting requirements outlined under the USPAP for an Appraisal Report. The report was also prepared to comply with the requirements of the Code of Professional Ethics of the Appraisal Institute and the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), Title XI Regulations, as well as the guidelines of Bank of America.

The purpose of this appraisal is to estimate the "as is" market value of the fee simple interest in the subject. The intended use of the appraisal report is to provide information for use in making business and credit decisions concerning an actual or prospective loan or line of credit, or making Internal business decisions concerning a Bank of America owned or leased property. This report is for the use and benefit of, and may be relied upon by, Bank of America, N.A. as Lender, or, Bank of America, N.A. as Administrative Agent for certain Lenders, and each actual and prospective Lender and Participant in such loan or line of credit, and their respective successors, assigns and affiliates. Bank of America makes no warranties or representations regarding this document or the conclusions contained herein.

The subject property is a single-story, free-standing, office building that was originally constructed in 1971 and contains 46,379 square feet (per provided floor plan). The subject

Ms. Kathryn Candeloro, AVP, Commercial Consultant
Bank of America
April 14, 2016
Page 2

property can easily be utilized as either a single or multi-tenant office building. The building is single metered for water and there appeared to be 2 meters for electric. The building has four (4) sections ranging from approximately 6,244 to 16,601 square feet. The building is constructed with concrete block/stucco exterior walls, flat roof, package HVAC and a continuous footer foundation. The building was in average to below average condition at the time of inspection and is in need of new AC systems, a new roof and some new windows per the provided property inspection report.

The subject with a physical address of 3251 3rd Avenue N is located on the northeast corner of 3rd Avenue N and 33rd Street N in St. Petersburg, Pinellas County, FL. The subject site is rectangular, is zoned CCS-2 (Corridor Commercial Suburban), has 296' of frontage on the north side of 3rd Avenue N and 446' of secondary frontage along 33rd Street N. The subject property contains a total land area of 131,428 square feet (or 3.02 acres). The subject parcel can be accessed using two (2) curb cuts on the east side of 33rd Street N. Additionally, the appraisers have assumed a cross access easements will be in place to allow access to the abutting property(s) to the east which will allow additional access from 3rd Avenue N. The curb cuts lead to an asphalt paved parking area to the south and west of the subject building which offer 121 parking spaces (32 covered parking spaces). The site is mostly level with grade, has access to all utilities and appears to be located in a FEMA flood zone X. Overall, the subject site poses no noticeable development limitations.

The most probable buyer for the subject property is likely an owner/user as the building is essentially metered and designed for single-tenant use. The property is being purchased by an owner/user that will occupy most of the building and have the potential for future company expansion inside the same building, if necessary.

MARKET VALUE AS IS

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), we have developed an opinion that the current "As Is" market value of the fee simple estate of the property, as of March 10, 2016, is:

THREE MILLION DOLLARS - \$3,000,000

Ms. Kathryn Candeloro, AVP, Commercial Consultant
Bank of America
April 14, 2016
Page 3

We certify that we have no present or contemplated future interest in the property beyond this estimate of value. Your attention is directed to the Limiting Conditions and Assumptions section of this report. Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, we note the following:

Hypothetical Conditions:

- There are no hypothetical conditions for this appraisal.

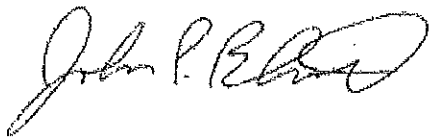
Extraordinary Assumptions:

- The subject parcel is currently part of a larger tract which will be subdivided. After the subdivision, the subject parcel will contain a 3.02-acre site improved with a 46,379 square foot office building and 121-parking spaces. The current zoning code, with a parking requirement of 1 space per 300 square feet, indicates a parking requirement for the subject property of 155-spaces. Attorneys involved in this transaction have had conversations with the City of St. Petersburg indicating that the property will be given a variance for the parking requirement. The estimate of Market Value is based on the Extraordinary Assumption that a parking variance will be granted by the City of St. Petersburg and the subject parcel will be subdivided from the parent tract as planned.

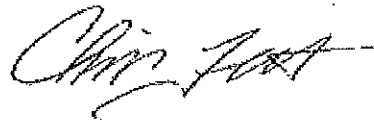
This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits, and Addenda.

Respectfully submitted,

Property Valuation Specialists, LLC



John P. Barkett, MAI
FL State Cert. Gen. Appraiser
License No. RZ2532
Expires: November 30, 2016



Christopher D. Featherston
FL State Cert. Gen. Appraiser
License No. RZ3599
Expires November 30, 2016

Metropolitan Building

3251 3rd Avenue N
St Petersburg, Pinellas County, Florida 33713



Prepared For:

**Bank of America, N.A.
100 N. Tryon Street
Charlotte, NC 28255-0001
Client File: 16-008329-APR01-001**

**Prepared By:
Beshears and Associates
610 S. Albany Avenue
Tampa, FL 33606
Appraiser File: Off.21389**

Report Date: November 18, 2016





November 18, 2016

Ms. Kathryn Candeloro
 Commercial Valuation Services
 Bank of America, N.A.
 100 N. Tryon Street
 Charlotte, NC 28255-0001

Re: Appraisal Report, Real Estate Appraisal
 Metropolitan Building
 3251 3rd Avenue N,
 St Petersburg, Pinellas County, Florida, 33713

File Name: Off.21389

Dear Ms. Candeloro:

As requested, we have completed a detailed investigation, analysis, and appraisal of the above-mentioned property. The property is described in the accompanying report as defined in the **Uniform Standards of Professional Appraisal Practice (USPAP)**. The appraisal report conforms to the appraisal requirements of the Standards of Professional Appraisal Practice, as required by law and by the standards of the Appraisal Institute. The report also conforms to Title XI, Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA"), [Pub. L. No. 101-73, 103 Stat. 183 (1989)], 12 USC. 3310, 3331-3351, and Section 5(b) of the Bank Holding Company Act, 12 USC. 1844(b); Part 225, Subpart G: Appraisals; Paragraph 225.62(f).

This appraisal report includes documentation and exhibits in support of the value conclusions. We have maintained all materials collected during the analysis and investigation in our files. These records are available for your review at a mutually agreeable time.

The subject is located at the north east corner of 3rd Ave N and 33rd St N in St Petersburg, Pinellas County, Florida. The size of the subject site totals 3.02± acres, or 131,427± square feet, of usable land. The subject property has two access points on 33rd St N, it's primary frontage. There is an access point on 3rd Ave N via the adjoining parcel to the east. We are assuming there is an ingress/egress easement in place to allow access here.

The subject building(s) totals 46,708 rentable square feet housed in one, single-story building constructed in 1971. The condition of the subject property at the time of the inspection was considered good. The subject property at the effective date of value reported occupancy of 100.00%.

The subject property is scheduled to undergo a significant renovation project that will be completed in two phases. The first phase is projected to cost \$5,412,930 and will be completed on September 25, 2017. The second phase is projected to cost \$354,050 and will be completed on May 7, 2018.

Based upon the agreed to scope of work, and as outlined in the report, we have developed the following final opinions of value, subject to the assumptions and limiting conditions, certifications, extraordinary assumptions and hypothetical conditions (if any) included in the report as of the value dates included below.

Final Value Fee Simple	Value Type	Date of Value	Total	\$/RSF
As Complete Value - Phase I	Fee Simple	September 25, 2017	\$8,290,000	\$177.49
As Complete Value - Phase II	Fee Simple	May 7, 2018	\$8,640,000	\$184.98
As Is Value	Fee Simple	November 1, 2016	\$2,750,000	\$58.88



Extraordinary Assumptions

- We have assumed that the renovations will be completed according to the budget, plans, and timeframe that we have been provided with.
- The subject property is located in the South St. Petersburg CRA. We have made the extraordinary assumption that all of the proposed renovations to the subject property fit within the guidelines of the South St. Petersburg Redevelopment Plan. Further we requested information from the borrower concerning any real estate tax abatements or discounts or any renovation funding or reimbursements available through the TIFF. We were not provided with any information on reimbursements or favorable real estate tax treatment. Therefore we have made the extraordinary assumption that there are no renovation reimbursements or favorable tax treatment.

Hypothetical Conditions

- We have not relied on any hypothetical conditions in valuing the subject property.

All extraordinary assumptions and hypothetical conditions are assumed to be factual and could have a significant impact on the assignment results. In addition, if any extraordinary assumption and/or hypothetical condition are not found to be factual or does not happen as assumed, this could materially affect the value included herein.

Bank of America makes no warranties or representations regarding this document or the conclusions contained herein.

We appreciate the opportunity to work with you on this assignment. If questions remain, please contact me at your convenience.

Cordially,

David W. Beshears, MAI, MRICS
State-Certified General Real Estate Appraiser - RZ1681

Bank of America



February 25, 2016

**Metropolitan Charities, Inc.
and Comprehensive Care Center, Inc.
dba Community AIDS Network
3251 3rd Avenue North, Suite 125
St. Petersburg, FL 33713
Attn: Lorraine Langlois and Richard Carlisle**

Dear Ms. Langlois and Mr. Carlisle:

Bank of America, N.A. ("Bank of America") is pleased to offer to Metropolitan Charities, Inc. and Comprehensive Care Center, Inc. (the "Guarantors") the **committed credit facility** (the "Credit Facility") whose terms are set forth in the attached Term Sheet.

This letter and attached Term Sheet contain confidential and proprietary loan structuring and pricing information. Except for disclosure on a confidential basis to your accountants, attorneys and other professional advisors retained by you in connection with the Credit Facility or as may be required by law, the contents of the Term Sheet may not be disclosed in whole or in part to any other person or entity without our prior written consent, provided that nothing herein shall restrict disclosure of information relating to the tax structure or tax treatment of the proposed Credit Facility.

This letter and the accompanying Term Sheet form the only agreement that has been entered into between us with respect to the Credit Facility and there are no separate oral agreements or verbal commitments between the parties. This letter may be modified or amended only by the written agreement of all of us. This letter is not assignable by the Guarantors without our prior written consent and is intended to be solely for the benefit of the parties hereto.

This offer will expire at 5:00 p.m. on March 10, 2016 unless you execute the enclosed copy of this letter and return it to us prior to that time (which may be by facsimile transmission) along with a check for the commitment fee, whereupon this letter (each of which may be signed in one or more counterparts) shall become a binding agreement. Thereafter, this commitment will expire on April 30, 2016 unless definitive documentation for the Credit Facility is executed and delivered prior to such date.

We appreciate the opportunity to present you with this commitment and look forward to working with you to complete the transaction.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jennifer Arrowsmith".

BANK OF AMERICA, N.A.

Jennifer Arrowsmith, Senior Vice President
Senior Relationship Manager, Commercial Banking
Phone 813-225-7545
Fax 800-384-1279

TERM SHEET

Metropolitan Charities, Inc. and Comprehensive Care Center, Inc. dba Community AIDS Network (Attached to commitment letter dated February 12, 2016)

- BORROWER:** Real estate holding company to be formed (the "Borrower").
- GUARANTORS:** Metropolitan Charities, Inc. and Comprehensive Care Center, Inc. dba Community AIDS Network
- LENDER:** Bank of America, N.A. ("Bank of America").
- CREDIT FACILITY:** Up to \$5,100,000 Term Loan Facility (the "Term Loan"). Advances on the Term Loan will be limited to no more than 85% of the appraised value, or 85% of cost, whichever is less. The Appraisal will be based on the 'as complete' condition.
- PURPOSE:** The proceeds of the Credit Facility shall be used to purchase and renovate an office/clinical facility to be partially owner occupied.
- INTEREST RATE:** **LIBOR 1 Month Floating rate:** A rate per year equal to the LIBOR 1 Month plus 1.75%. An indicative all-in rate based on the LIBOR 1 Month on February 25, 2016 would be 2.18%.
Fixed rate option: After the initial interest only period, the Borrower may elect to Fix the rate for the remainder of the Credit Facility term (until the balloon payment, if applicable), based on the 10 year T-Bill at the time + 1.75%. An indicative all-in rate based on the 10 year T-bill on February 25, 2016 would be 3.48%. Each of the repayment options below has a fixed rate for the entire period (either 10 years or 15 years, as indicated).
- INTEREST CALCULATION:** All calculations of interest and fees shall be made on the basis of actual number of days elapsed in a 360-day year.
- COMMITMENT FEE:** Guarantors agree to pay a commitment fee of \$3,000. This fee shall be deemed fully earned upon acceptance of this commitment.
- REPAYMENT/MATURITY:** The Credit Facility shall be repaid in up to 18 monthly installments of accrued interest only until renovation construction is complete, followed by either:
Option 1: 120 payments of principal and interest based on a 20 year amortization, with a final installment of all unpaid principal and accrued interest payable up to 138 months after loan origination (11.5 year balloon payment). If renovation construction is complete prior to 18 months, at the Borrower's election, the 120 month principal and interest period and corresponding fixed rate could begin sooner.
Option 2: 120 payments of principal and interest based on a 25 year amortization, with a final installment of all unpaid principal and accrued interest payable up to 138 months after loan origination (11.5 year balloon payment). If

renovation construction is complete prior to 18 months, at the Borrower's election, the 120 month principal and interest period and corresponding fixed rate could begin sooner.

Option 3:

180 payments of principal and interest fully amortizing. If renovation construction is complete prior to 18 months, at the Borrower's election, the 180 month principal and interest period and corresponding fixed rate could begin sooner. The fixed rate would be fixed for the entire 180 month period.

All payments of principal and interest shall be made via automated debit of Borrower's checking account with Bank of America.

**REAL ESTATE
COLLATERAL:**

A first priority mortgage and assignment of all related leases and rents on real property located at 3251 3rd Avenue North, St. Petersburg, FL, commonly known as Metropolitan Charities' administrative headquarters, located in Pinellas County, FL. Any existing leases on the real property shall not contain any right to purchase the property or any right of first refusal, unless such rights are subordinated to Bank of America's lien in a manner satisfactory to Bank of America. At Bank of America's request, Borrower shall provide Bank of America with a complete copy of any existing lease on the real property.

Such lien on the real property shall be subject to such terms and conditions as Bank of America may reasonably impose including, but not limited to, a loan to value ratio not to exceed 85% of the 'as is' value at the closing (and the initial funding) as determined by an 'as is' appraisal (to be ordered by Bank of America), and a loan to value ratio not to exceed 85% of the 'as complete' value during the construction funding period, an appraisal (to be ordered by Bank of America, the 'as complete' appraisal utilizing the proposed renovation plans), instrument survey, title insurance (with all required endorsements) and environmental survey (to be completed by Borrower) and Phase I, all of which shall be acceptable to Bank of America and its counsel.

PREPAYMENTS:

Borrower may prepay up to twenty percent (20%) of the face amount of the loan in any Annual Period without the payment of a prepayment fee or premium. "Annual Period" means the period commencing on the date the loan is disbursed and ending twelve (12) months thereafter, and each subsequent twelve-month period. Prepayments in any Annual Period which exceed, in the aggregate, twenty percent (20%) of the original principal amount of the loan ("Excess Prepayments") must be accompanied by payment of a prepayment fee as follows:

- During the first Annual Period, 3% of the **Excess Prepayments**
- During the second Annual Period, 2% of the **Excess Prepayments**;
- During the third Annual Period, 1% of the **Excess Prepayments**;

No prepayment fee will be assessed after the third Annual Period. Partial prepayments shall be applied to the most remote payment of principal due under the loan.

REQUIRED DEPOSITS:

It shall be a condition to the Credit Facility that Borrower, along with Metropolitan

Charities, maintains Bank of America as its principal depository bank, including for the maintenance of business, cash management, operating and administrative deposit accounts.

**REPRESENTATIONS
AND WARRANTIES:**

Usual and customary for transactions of this type, to include, without limitation: (i) due organization, valid existence and good standing (ii) due authorization/enforceability; (iii) correctness of specified financial statements and no material adverse change; (iv) binding effect and enforceability of loan documents; (v) no liens or encumbrances other than as disclosed to Bank of America; (vi) compliance with environmental laws; (vii) no material litigation; and (viii) payment of taxes.

**CONDITIONS
PRECEDENT TO
CLOSING AND
CONSTRUCTION
FUNDING:**

The closing and the construction funding of the Credit Facility will be subject to satisfaction of the conditions precedent deemed appropriate for transactions of this type, including, but not limited to, the items below. Within 6 months of the closing, Borrower shall submit all items related to the construction, as needed to order the 'as complete' appraisal. If these items are not provided within 6 months of the closing, the principal and interest term period will commence at that time, rather than the 18 months after closing, as originally intended.

(i) Borrower shall have provided in form and substance acceptable to Bank of America, the following:

- Cost breakdown and budget of construction.
- Project plans and specifications.
- Complete list of all contractors, architects, engineers, and all subcontractors and material men supplying labor, materials and services in connection with the project
- Originals of Borrower's construction, architectural and engineering contracts for the project
- Assignments/consents to use of plans by Bank of America
- Copies of all leases and tenant estoppel certificates
- Evidence of Borrower's required equity contribution
- Such other construction related documents and permits as Bank of America shall require for closing
- Any required performance/completion bonds (a payment and performance bond will be required, if the construction contract is in excess of \$1.2 Million).
- Bank of America's Construction Lending Division shall administer all construction costs and disbursements during the construction phase.

(ii) The negotiation, execution and delivery of definitive documentation for the Credit Facility satisfactory to Bank of America, which shall include, without being limited to (a) satisfactory opinions of counsel to the Borrower and such other customary closing documents as Bank of America shall reasonably request and (b) satisfactory evidence that Bank of America holds a perfected, first priority lien in all of the collateral for the Credit Facility, subject to no other liens other than those expressly consented to in writing by Bank of America.

(iii) There shall not have occurred a material adverse change since September 30, 2015 in the business, assets, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of the Guarantors and their subsidiaries taken as a whole or in the facts and information regarding such entities as represented to date.

(iv) The absence of any action, suit, investigation or proceeding pending or threatened in any court or before any arbitrator or governmental authority that

purports (a) to materially and adversely affect the Borrower, or the Guarantors or their subsidiaries, or (b) to affect any transaction contemplated hereby or the ability of the Borrower and its subsidiaries or any other obligor under the guarantees or security documents to perform their respective obligations under the documentation for the Credit Facility.

(v) Receipt and review, with results satisfactory to Bank of America and its counsel, of information regarding litigation, tax, accounting, labor, insurance, pension liabilities (actual or contingent), real estate leases, material contracts, debt agreements, property ownership, environmental matters, contingent liabilities and management of the Borrower and Guarantors, which information may include, if requested by Bank of America, (a) asset appraisal reports with respect to all of the real and personal property owned by the Borrower and Guarantors and their subsidiaries, and (b) a written audit of the accounts receivable, inventory, payables, controls and systems of the Borrower and Guarantors and their subsidiaries.

(vi) Payment of all fees and expenses then due and payable.

**CONDITIONS
PRECEDENT TO ALL
LOANS**

Usual and customary for transactions of this type, to include without limitation: (i) all representations and warranties are true and correct as of the date of each loan, and (ii) no event of default has occurred or is continuing under the Credit Facility or would result from such loan.

COVENANTS:

Usual and customary for transactions of this type, to include, without limitation, restrictions on: (i) incurring additional debt; (ii) pledge or mortgage or encumbering of assets; (iii) limitations on investments; (iv) disposal of assets other than in ordinary course of business; (v) changes in management or ownership; (vi) mergers and acquisitions; (vii) changes in basic line of business; (viii) advances to third parties; and (ix) limitations on payment of dividends/distributions.

FINANCIAL COVENANTS Financial covenants to include, without limitation:

Debt Service Coverage Ratio. The Borrower shall maintain on a consolidated basis a Debt Service Coverage Ratio of at least 1.0:1.0. "Debt Service Coverage Ratio" means the ratio of Cash Flow to the sum of the current portion of long term debt and the current portion of capitalized lease obligations plus interest expense on all obligations. "Cash Flow" is defined as (a) net income, after income tax, (b) less income or plus loss from discontinued operations and extraordinary items, (c) plus depreciation, depletion, amortization and other non-cash charges, (d) plus interest expense on all obligations, and (e) minus dividends, withdrawals, and other distributions. This ratio will be calculated at the end of each reporting period for which Bank of America requires financial statements from Borrower, using the results of the twelve-month period ending with that reporting period. The current portion of long-term liabilities will be measured as of the date 12 months prior to the current financial statement.

**REPORTING
REQUIREMENTS:**

Financial Information from Borrower. The Borrower shall provide, or cause to be provided, to Bank of America the following financial information and statements in form and content acceptable to Bank of America in its sole discretion as indicated below: within 120 days of the Borrower's fiscal year end,

the Borrower's annual financial statements.

Financial Information from Guarantors. Guarantors to provide financial information and statements in form and content acceptable to Bank of America indicated below:

- Within 120 days of the Guarantors' fiscal year end, the Guarantors' consolidated and consolidating CPA audited annual financial statements.
- Within 120 days of the Guarantors' fiscal year end, the Guarantors' annual Budget.

EVENTS OF DEFAULT: Usual and customary in transactions of this type, to include, without limitation: (i) nonpayment of principal, interest, fees or other amounts; (ii) violation of covenants; (iii) inaccuracy of representations and warranties; (iv) cross-default to other material agreements and indebtedness; (v) bankruptcy and other insolvency events; (vi) actual or asserted invalidity of any loan documentation or security interests; (vii) material events affecting Borrower or any guarantor and (viii) change in control

GOVERNING LAW/ARBITRATION: State of Florida. Any dispute arising out of or related to this letter or the final loan documentation shall be determined by binding arbitration in accordance with the Federal Arbitration Act. All arbitration proceedings shall be conducted through the American Arbitration Association (an independent, alternative dispute resolution service).

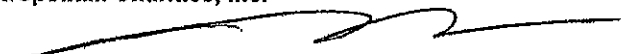
EXPENSES: Borrower and Guarantors will pay all reasonable costs and expenses associated with the preparation, due diligence, administration and enforcement of all documentation executed in connection with the Credit Facility, including, without limitation, Bank of America's attorneys' fees (including the allocated cost of internal counsel), appraisal and title policy, whether or not the Credit Facility is closed.

This summary of terms and conditions contains confidential and proprietary loan structuring and pricing information. Except for disclosure on a confidential basis to your accountants, attorneys and other professional advisors retained by you in connection with the credit facilities contained in this summary of terms and conditions or as may be required by law, the contents of the summary of terms and conditions may not be disclosed in whole or in part to any other person or entity without our prior written consent, provided that nothing herein shall restrict disclosure of information relating to the tax structure or tax treatment of the proposed credit facilities.

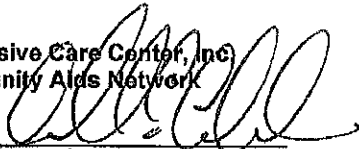
Page 2

Accepted and Agreed to this TH 25 day of FEBRUARY, 2016. By signing below, the Guarantors represent and warrant that (check appropriate box): () there are no existing leases on the real property collateral, () there are existing leases on the real property collateral but none of the leases contain a right to purchase the property or a right of first refusal in favor of the lessee, or () there are leases on the real property collateral that contain a right to purchase the property or a right of first refusal in favor of the lessee.

Metropolitan Charities, Inc.

By: 
Title: CEO

**Comprehensive Care Center, Inc.
dba Community Aids Network**

By: 
Title: PRESIDENT & CEO

Enclosure



COVERSHEET

Please keep this cover sheet with the document through all distribution and communication.

DO NOT DISCARD!



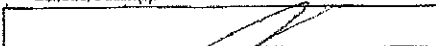
1002200302

Borrower Name: METROCAN, LLC
Document: Compliance Certificate
GFS Package: 2247120
GUS Deal ID: 1175305
GUS Facility ID: 2400015
Guarantor Name:
Document Type: Borrower Fin Info
Line of Business: BusinessBanking
System of Record: AFS EAST DATA
Bank Number: 21
Obligor Number: 0005254631

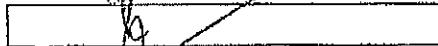
**PLEASE RETURN THIS DOCUMENT TO BANK
OF AMERICA**

L. Settlement charges				Borrower POC	Seller POC	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$2,700,000.00 @	% =					
701.	% to						
702.	% to						
703. Commission paid at settlement							
704.	to						
800. Items payable in connection with loan:				Borrower POC	Seller POC		
801. Loan origination fee	% to Bank of America N.A.		3000.00				
802. Loan discount	% to						
803. Appraisal fee	to Bank of America N.A.				2,300.00		
804. Environmental	to Bank of America N.A.				400.00		
805. Lender's inspection fee	to						
806. Mortgage insurance application fee	to						
807. Assumption Fee	to						
808.	to						
809.	to						
810.	to						
811.	to						
900. Items required by lender to be paid in advance:				Borrower POC	Seller POC		
901. Interest from	to @ /day						
902. Mortgage insurance premium for	months to						
903. Hazard insurance premium for	years to						
904. Flood insurance premium for	years to						
905.	years to						
1000. Reserves deposited with lender:				Borrower POC	Seller POC		
1001. Hazard insurance	months @		per month				
1002. Mortgage insurance	months @		per month				
1003. City property taxes	months @		per month				
1004. County property taxes	months @		per month				
1005. Annual assessments	months @		per month				
1006. Flood insurance	months @		per month				
1007.	months @		per month				
1008.	months @		per month				
1009. Aggregate accounting adjustment							
1100. Title charges:				Borrower POC	Seller POC		
1101. Settlement or closing fee	to Contreras & Camacho PA				2,500.00		
1102. Abstract or title search	to Contreras & Camacho PA				250.00		
1103. Title examination	to						
1104. Title insurance binder	to						
1105. Document preparation	to Contreras & Camacho PA					750.00	
1106. Notary fees	to						
1107. Attorney's Fees	to						
(Includes above item numbers:)							
1108. Title insurance	to Old Republic Nat. Title/Contreras & Camacho				16,325.00		
(Includes above item numbers:)							
1109. Lender's coverage (Premium):	\$6,100,000.00 (\$6,000.00)						
1110. Owner's coverage (Premium):	\$2,700,000.00 (\$9,326.00)						
1111. Endorse: 6-25;B.1-25;F9-1,632.50;CLU-100;SE-100					1,782.50		
1112. Title Insurance Premium Surcharge	to Contreras & Camacho PA				3.28		
1113. Title Updates	to Old Republic National Title Insurance Company				3,000.00		
1200. Government recording and transfer charges:							
1201. Recording fees	Deed \$26.00 Mortgage(s) \$165.00 Releases				165.00	26.00	
1202. City/county tax/stamps	Deed Mortgage(s) \$10,200.00				10,200.00		
1203. State tax/stamps	Deed \$18,900.00 Mortgage(s) \$17,850.00				17,850.00	18,900.00	
1204.	to						
1205.	to						
1300. Additional settlement charges:				Borrower POC	Seller POC		
1301. Survey	to Deval & Associates				3,500.00		
1302. Pest inspection	to						
1303.	to Diane Nelson, Tax Collector						
1304. Health, Wellness & Community	to Metro Wellness & Community Centers					9,130.20	
1305.	to Allis Cardinal Skyline 2 LLC						
1306.	to						
1307.	to						
1308.	to						
1309.							
1400. Total settlement charges:					57,275.78	28,866.20	
(Enter on lines 103, Section J and 503, Section K)							

Borrower's Initial(s):



Seller's Initial(s):



A. Settlement Statement

B. Type of Loan

1. FHA 2. FinHA 3. Conv. Unins. 6. File Number 16-201 7. Loan Number 8. Mortg. Ins. Case Num.
 4. V.A. 5. Conv. Ins. ID:

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 "(p.o.o.*)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: MetroCAN, LLC, a Florida limited liability company
Address of Borrower: 3251 3rd Avenue North, Suite 126, Saint Petersburg, Florida 33713
E. NAME OF SELLER: I & S Associates, LLC, a New Jersey limited liability company
Address of Seller: P.O. Box 689, Northfield, New Jersey 08225 TIN:
F. NAME OF LENDER: Bank of America N.A.
Address of Lender: PO Box 1676, Coraopolis, Pennsylvania 15108
G. PROPERTY LOCATION: Vacant Parcel, referred to as Phase B, Saint Petersburg, Florida 33704 TIN: 47-1871778
H. SETTLEMENT AGENT: Contreras & Gamacho PA
Place of Settlement: 141 Almeria Avenue, Coral Gables, Florida 33134 Phone: 788-584-0180
I. SETTLEMENT DATE: 4/15/16 **DISBURSEMENT DATE:** 4/15/16

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	2,700,000.00	401. Contract sales price	2,700,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	67,275.78	403.	
104. Sale of Option	300,000.00	404.	
105. Undisbursed Loan Funding	2,550,000.00	405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	6,607,275.78	420. Gross amount due to seller:	2,700,000.00
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money	300,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	5,100,000.00	502. Settlement charges to seller (line 1400)	26,888.20
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes from 01/01/16 to 04/15/16	4,389.21	511. County taxes from 01/01/16 to 04/15/16	4,389.21
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	6,404,389.21	520. Total reductions in amount due seller:	33,195.41
300. Cash at settlement from/to borrower:		600. Cash at settlement (to) from seller:	
301. Gross amount due from borrower (line 120)	6,607,275.78	601. Gross amount due to seller (line 420)	2,700,000.00
302. Loss amount paid by/for the borrower (line 220)	(6,404,389.21)	602. Less total reductions in amount due seller (line 520)	(33,195.41)
303. Cash (<input checked="" type="checkbox"/> From <input type="checkbox"/> To) Borrower:	202,886.57	603. Cash (<input checked="" type="checkbox"/> To <input type="checkbox"/> From) Seller:	2,666,804.59

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. 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 Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Borrower's Initial(s):

Seller's Initial(s):