

EXHIBIT A

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment dated October 21, 2013 ("Amendment") is by and between BBX CAPITAL ASSET MANAGEMENT, LLC, a Florida limited liability company ("BBX" or "Obligee"), and PGA FLYOVER CORPORATE PARK, LLC, a Florida limited liability company ("PGA Flyover" or "Debtor"), DANIEL S. CATALFUMO, individually and as beneficiary to the Firetrucks Trust Dated 28/10/08 ("Catalfumo"), and joined by: PGA TRANSPORTATION ORIENTED DEVELOPMENT, LLC, a Florida limited liability company ("PGA Transportation"); CATALFUMO MANAGEMENT & INVESTMENT GROUP, LLC, a Florida limited liability company ("Catalfumo Management"); RCA CENTER II OF FLORIDA, LLC, ("RCA Center II"), a Florida limited liability company; BUILDING 11A LLLP, a Florida limited liability limited partnership ("Building 11A"); TBC HQ, LLLP, a Florida limited liability limited partnership ("TBC HQ"); CAT HQ, LLC, a Florida limited liability company ("Cat HQ") SUSAN W. CATALFUMO ("S. Catalfumo"); CARA CATALFUMO ("C. Catalfumo"); ALICIA CATALFUMO ("A. Catalfumo"); GIOVANNI CATALFUMO ("G. Catalfumo"); and SUSAN'S PASSION, LTD., a Cayman Islands corporation ("Susan's Passion") (collectively, "Obligors", those Obligors that are not individuals are collectively referred to as the "Corporate Obligors"). All of the parties identified above will sometimes be referred to collectively as "the Parties." The Effective Date shall be the date the first party executes this Amendment.

RECITALS

- A. On June 7, 2013, the parties set forth above entered into a Settlement Agreement ("Original Settlement Agreement") in the Bankruptcy Case as defined in the Settlement Agreement.
- B. Except as amended herein, the Original Settlement Agreement remains in full force and effect.
- C. Catalfumo and the Debtor have not paid the \$25 million of the Settlement Cash Proceeds or collateralized the \$5 million payment obligation on or before August 20, 2013, as required in the Original Settlement Agreement.
- D. Catalfumo and the Debtor assert that they are entitled to an extension of the deadlines set forth in the Original Settlement Agreement, based upon the allegations set forth in the Debtor's Emergency Motion to Extend Deadline for Payment of Settlement Cash Proceeds Under Settlement Agreement [D.E. 144, the "Emergency Motion"], and BBX contests the entitlement to such relief.

- E. The Parties are entering into this Amendment to provide Catalfumo a further opportunity to perform his obligations under the Original Settlement Agreement as modified by this Amendment.
- F. Except as modified by this Amendment, all defined terms set forth herein shall have the same meanings as in the Original Settlement Agreement.
- G. The Obligors affirm that the recitals in the Original Settlement Agreement, except as specifically modified by this Amendment, are true and correct and are incorporated into this Amendment
- H. The Parties desire to amend the Original Settlement Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, agreements and other undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree between themselves as follows:

AGREEMENT

1. Recitals. The Recitals are hereby incorporated into this Amendment and made a part hereof as if fully stated herein, and are true and correct. The Original Settlement Agreement as modified by this Amendment (collectively, the "Settlement Agreement") remains in full force and effect. To the extent of any inconsistency between the terms of this Amendment and the terms of the Original Settlement Agreement, the terms of this Amendment shall supersede and control. Terms not otherwise defined in this Amendment shall have the meaning set forth in the Original Settlement Agreement.
2. As soon as possible after full execution of this Amendment, but in no event later than December 2, 2013, ("Outside Date") the sum of \$22 million shall be unconditionally paid to BBX's attorneys in immediately available U.S. funds without set-off, deduction or defense;. The Obligors hereby acknowledge that such payment is due without setoff, defense or counterclaim, and hereby waive any such defenses, set-offs or counterclaims
3. The Parties shall cooperate fully and shall use their best efforts in taking the necessary steps to facilitate this payment. The Parties acknowledge and agree that the payment set forth above shall be made by wire transfer of immediately available U.S. funds to the wire transfer account for Conrad & Scherer ("Acceptable Payment Method" – the wire transfer instructions are set forth below) on or before the Outside Date via a Loan by Pictet & Cie ("Pictet") to the

Firetrucks Trust or cash held by Firetrucks Trust. In furtherance of the foregoing, the Parties shall undertake the following steps:

- (a) On or before October 21, 2013, Catalfumo and the Beneficiaries shall issue the necessary Letter of Wishes, in the form attached hereto as Exhibit "A," to the Managing Trustee of the Firetrucks Trust ("Managing Trustee") requesting that the Managing Trustee undertake the transactions contemplated by this paragraph 3 to provide funds which will be sufficient to meet Catalfumo's obligations under this paragraph 3. A copy of the transmission of the Letter of Wishes shall be immediately emailed to James Carroll, Esq.
- (b) On or before October 23, 2013, the Parties, through their respective counsel in the Cayman Islands, further agree that they will jointly submit to the Cayman Court a Consent Order of Variation in the Cayman Litigation, in the form attached hereto as Exhibit "B" ("Consent Order") authorizing the simultaneous transfer of custody of the bonds owned by the Firetrucks Trust to Pictet which may be pledged to Pictet at the same time as Pictet funds the payment of \$22 million by the Acceptable Payment Method to BBX's attorneys and causes the payment of all existing loans and encumbrances on the "TBC Property" (as hereinafter defined) to be satisfied so that upon recording of the Consent Judgment (as defined below), such Consent Judgment shall be a first lien on the TBC Property subject only to taxes and assessments which are not yet due. The Consent Order, which shall be joined in by the Managing Trustee by and through its counsel, shall
 - (i) further authorize and direct the Managing Trustee to direct Pictet to pay from the Loan proceeds to RBC Channel Islands by the Outside Date, the amount of not more than \$18.0 million to satisfy the outstanding Line of Credit Loan and guarantee of the TBC Loan owed by Firetrucks Trust to Royal Bank of Canada (Cayman Islands) Limited and cause to be satisfied of record all mortgages and other encumbrances encumbering the "TBC Property" (as hereinafter defined) including but not limited to the satisfaction of that certain Mortgage and Security Agreement in the original principal amount of \$7,000,000 executed by TBC HQ in favor of Royal Bank of Canada (Channel Islands) Limited recorded November 29, 2010 in Official Records Book 24218, Page 742 of the Public Records of Palm Beach County, Florida (collectively,

the "RBC Liens") and authorize and direct the Managing Trustee to have Pictet, simultaneous with paying off the RBC Liens as described above, and by the Outside Date, directly and unconditionally pay \$22.0 million in immediately available U.S. funds to BBX's attorneys by the Acceptable Payment Method. The injunctions previously entered in the Cayman Litigation and the Collection Action shall remain in force (except as modified by the Consent Order and upon issuance of the Ross Lift Freeze Order) through and until the Cayman Litigation and the Collection Action are dismissed with prejudice. Prior to the entry of the Consent Order, neither of the Obligors, their agents, affiliates nor their attorneys shall take any action or in any manner deal with, dispose of, transfer, pledge, encumber, or diminish the value of the Firetrucks Trust, cause or direct anybody to transfer the municipal bonds, cash or other liquid assets of the Firetrucks Trust to a different custodian or change the situs of such assets, other than to effect the Consent Order, and no such party shall transfer or encumber the TBC Property other than as permitted by this Settlement Agreement; provided, however, that the Managing Trustee may use the assets of the Firetrucks Trust to pay down the loan to RBC CI up to \$3.5 million, to reduce the obligation owed to RBC CI to less than \$18 million, consistent with the assumptions set forth in this Amendment. The Obligors agree to act in good faith in order to effectuate the following: (a) BBX attorney's receipt by the Acceptable Payment Method of the \$22 million obligation set forth in this paragraph; (b) Obligors shall provide evidence reasonably satisfactory to BBX that the Escrow Agent has been instructed in writing (notwithstanding any contrary instructions of any other party) to release the TBC Transfer Documents either (i) (to BBX upon receipt of a certification by BBX that the Remaining Payment Amount (as hereafter defined) has not been timely paid to BBX, subject to the provisions of Section 16 or (ii) to TBC HQ upon receipt of a certification from BBX that the Remaining Payment amount has been paid to BBX by the Acceptable Payment Method, (c) Obligors shall provide evidence that the RBC Liens as set forth above have been satisfied of record and there are no claims or liens on any TBC Property other than taxes

and assessments not yet due, (d) the recording of the "Consent Judgment" (as hereinafter defined) as a first priority lien against the TBC Property (except for real estate taxes and assessments not yet due) and to the extent at the time of payment of the RBC Liens, the Consent Judgment has not been entered, a memorandum shall be executed and placed of record by TBC HQ agreeing that the TBC Property cannot be conveyed or encumbered prior to the recording of the Consent Judgment ("Memorandum"), (e) Obligors cause the Articles of Organization of TBC HQ to be amended in accordance with the Articles of Amendment attached hereto as Exhibit "C" ("Amendment to Articles") to be filed with the applicable Secretary of State of TBC HQ's domicile and (f) deliver a notice to any lender, Turbo, or other buyer of the TBC Property in the form of Exhibit "D" attached hereto ("Notice") To clarify, the Consent Order to be agreed to by all Parties, and entered in the Collection Action, Cayman Litigation and Jersey Litigation shall provide that at the same time as the \$22 million is paid to BBX, Catalfumo will become liable for the attorneys' fees and costs of all parties other than BBX or, alternatively, that neither BBX nor its attorneys are responsible for any of those attorneys' fees or costs.

4. The deadline for the unconditional payment to and receipt by BBX (through its attorneys) of the \$22 million payment by the Acceptable Payment Method, and the performance of the "Required Actions" (hereinafter defined) is the Outside Date. As the Parties do not control the timing of the entry of the Consent Order, the Parties shall use their best efforts (including the Obligors requesting and taking any action within their control to cause the Managing Trustee and Firetrucks Trust) to seek entry of the Consent Order as expeditiously as possible by, among other things, submitting to the Cayman Court as soon as possible after full execution of this Amendment a Consent Order or, if necessary, a summons or application to have the Consent Order as provided above executed by no later than the Outside Date. . The Parties agree to have the Consent Order signed without requesting a hearing. Should the Cayman Court require a hearing, the Parties agree that their Cayman counsel and counsel for the Managing Trustee can appear by telephone at the earliest available hearing date.

5. All payments due to BBX hereunder shall be paid to BBX's attorneys, Conrad & Scherer, LLP, Trust Account. Said payments shall be made by wire transfer pursuant to the following wire instructions, which supersede the wire instructions set forth in the Original Settlement Agreement (note the new trust account number for BBX's attorneys):

INTERNATIONAL WIRING INSTRUCTIONS

Wire To: Sun Trust Bank
Att: Wire Transfers
7455 Chancellor Drive
Orlando, FL 32809

ABA# 061000104
Swift Code: SNTRUS3A

Credit To: 1st United Bank
Acct. No.: 0189000046347

Final Credit To: Conrad & Scherer, LLP
633 South Federal Highway
Fort Lauderdale, Florida 33301
Trust Acct. No. # 1113011363

6. Under no circumstances, other than a default by BBX of its obligations under the Settlement Agreement, shall the deadline of the Outside Date set forth herein, for the payment to BBX attorneys by the acceptable Payment Method of \$22 million, the satisfaction of the RBC Liens, the filing of the Amendment to the Articles delivery to the buyer of the Notice to Turbo or other buyer ,, the recording against the PGA Properties of the Order in the form of Exhibit _K, pursuant to which Catalfumo and PGA Transportation submitted to the jurisdiction of the Bankruptcy Court ("New Bankruptcy Order") and the Consent Judgment to be entered, certified and recorded as a first lien against the TBC Property and the recording of the Memorandum if the other required actions under this Amendment occur prior to the recording of the certified Consent Judgment (collectively "Required Actions") set forth above, be modified, extended or waived unless prior written approval and consent is given by BBX's attorney, James Carroll, Esq or other attorney at Conrad and Scherer.; the Obligors hereby acknowledge and agree that no other person or entity is authorized to extend the payment and performance deadline for the Required Actions on behalf of BBX. In the event all of the Required Actions are not performed on or before the Outside Date, the Obligors and BBX expressly agree that the Settlement Agreement shall terminate, the

Bankruptcy Case shall be dismissed with prejudice, the standstills in the Litigation shall terminate on the next business day after the Bankruptcy Case is dismissed with prejudice, and BBX may collect the Judgment in the Litigation with interest from the date of the Judgment at the applicable Florida statutory rate, provided however that commencing on August 5, 2013, a per diem interest rate in the amount of \$8,219.18 will accrue (in lieu of the applicable Florida statutory rate) until the dismissal of the Bankruptcy Case, at which point the statutory amount on the entire Judgment amount will recommence...

7. Within one (1) business day after all the Required Actions have been timely completed, (i) BBX and the Obligors shall file a stipulated order with Judge Ross in the form attached hereto as Exhibit L (the "Ross Lift Freeze Order"), BBX shall simultaneously place into escrow with Barry Somerstein, Esq. of Greenspoon Marder ("Escrow Agent"), per the escrow agreement attached as Exhibit "E" with simultaneous copies to counsel for PGA Flyover and Catalfumo, the following documents executed by BBX: (a) the dismissal with prejudice of all claims against TBC HQ or the TBC Property in the Collection Action or any other Litigation, with the form of such dismissals to provide for the discharge of the notices of lis pendens in those actions as to TBC HQ or the TBC Property, (b) a satisfaction, discharge and release of the charging order as to TBC HQ, (c) a satisfaction of the Consent Judgment (as defined below) in favor of BBX pursuant to the terms of this Amendment, and (d) the documents listed in Exhibit "F" attached hereto in order to deliver clean title to the TBC Property (such documents are collectively referred to as the "TBC Title Documents"). The TBC Title Documents shall be released from escrow and delivered to First American Title Insurance Company ("Title Agent") simultaneous with the payment of the Remaining Payment Amount by the Acceptable Payment Method to BBX's attorneys. Two business days prior to the closing of the TBC Property or refinancing thereof to pay the Remaining Payment Amount as provided by this Amendment, TBC HQ's legal counsel shall notify BBX and the Escrow Agent that the closing of the sale or financing of the TBC Property is to occur and the need for the delivery of such TBC Title Documents. Within one (1) business day after the Required Actions have been timely completed, TBC HQ shall deliver to the Escrow Agent the documents set forth in Exhibit G ("TBC Transfer Documents").
8. The proceeds from the sale of the TBC Property shall be paid directly from the closing proceeds of the sale or financing of the TBC Property to BBX's attorneys by the Acceptable Payment Method in an amount equal to Remaining Payment Amount, with

the balance to be retained by TBC HQ in accordance with this Amendment. The Parties shall provide any buyer or lender or closing agent (including the Title Agent) with written instructions for the direction of the closing proceeds as set forth above and the Obligor shall provide any such buyer or lender the Notice.

9. The Parties acknowledge and agree that the "Second Amendment" to the "Declaration" as defined paragraph in 19 of the Original Settlement Agreement contemplates that Bank of America, N.A. ("BoA") is a party thereto, and that subsequent to the drafting of such Second Amendment the interests of BoA as the "Assignor" under the Second Amendment have changed and all references to the Second Amendment being signed by BoA shall be deemed amended to reflect the successor of interests of BoA. The parties acknowledge that BBX's obligation to sign the Second Amendment shall be contingent upon the occurrence of all of the following "Second Amendment Events", to wit (a) the prior execution and delivery (in recordable form) to BBX of the Second Amendment by all parties thereto (and the execution and delivery of the Restrictive Covenant to be executed by all parties (including any buyers of the TBC Property and/or LLP Property) and (b) the consummation of the "Property Transfer" as hereinafter defined. BBX agrees that it shall cause Heartwood 42, LLC and Heartwood 44, LLC to execute the Second Amendment and to cause same to be recorded in the Public Records of Palm Beach County, Florida upon the satisfaction of the Second Amendment Events.
10. The Parties acknowledge that BBX does not control non-parties to this Settlement Agreement, including without limitation, Bank of America, N.A. ("BoA") and US Bank National Association, in its capacity as successor trustee for the registered holders of Bear Stearns Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, 2007-PWR16 (a/k/a U.S. Bank National Association, as Trustee, as successor in interest to Bank of America, N.A., as successor by merger to LaSalle Bank National Association, as Trustee, for the registered holders of Bear Stearns Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-PWR16) ("US Bank"), and the Obligor hereby release and waive all present and future claims against BBX and all BBX-related parties relating to or based in whole or in part on the failure for any reason by any person or entity that is not a party to this Settlement Agreement to execute the Second Amendment or take any other action or refrain from taking any action relating to the Second Amendment or except as provided in Section 22 with respect to the TBC Property. Without limiting the foregoing, Obligor is aware that BBX and/or BBX-related parties have been and may continue to negotiate with

BoA and US Bank. Notwithstanding the foregoing, BBX agrees that to the extent it is the owner of the PGA Properties that in the event it forecloses out the Declaration that it would grant to the owner of the TBC Property (simultaneous with the payment of the Remaining Payment Amount) non-exclusive easements granting to the owner of the TBC Property as appurtenant to the TBC Property nonexclusive easements for ingress and egress, parking and drainage and similar easement rights to that which exists under the Declaration (prior to the Second Amendment), provided that the owner of the TBC Properties agrees in such easement document to be bound to the owner of the PGA Property for all terms and conditions applicable thereunder to the TBC Properties under the Declaration (prior to the Second Amendment), including but not limited to payment of expenses contemplated thereunder, lien rights, recognizing the owner of the PGA Properties having the right of the Declarant under the Declaration and agreeing to execute the Restrictive Covenant, provided however to the extent BBX determines that there are other provisions in the Declaration which would be adverse to BBX or the owner of the PGA Properties (and the Bankruptcy Court agrees that such other provisions would be adverse to BBX and/or the owner of the PGA Properties), then such easement would address the concerns raised by BBX as approved by the Bankruptcy Court.

11. Within one (1) business day after this Amendment is executed by the Parties, the Parties agree to jointly submit to the Court for entry the form of confirmation order previously submitted by the Debtor, modified to approve and incorporate the Settlement Agreement, as amended by this Amendment, in the form attached hereto as Exhibit "H" (the "Confirmation Order")
12. The transfer of the PGA Properties and the consummation of the Property Transfer set forth in Paragraphs 5 and 6 of the Original Settlement Agreement shall occur by the later the following ("the Property Transfer Date"): 1) the completion of all the Required Actions and 2) the earlier of i) December 2, 2013, and ii) 15 days ~~after the later~~ of the entry of the Confirmation Order, which includes approving this Amendment.. To facilitate this, all Transaction Documents shall be fully executed and provided to the Escrow Agent within seven (7) business days after the Effective Date of this Amendment. The parties shall comply with the provisions of Paragraphs 5 and 6 of the Original Settlement Agreement (as modified in this Amendment) in connection with the transfer of the PGA Properties except all references in the Original Settlement Agreement to BBX's prior receipt of the \$25,000,000 plus applicable interest and the collateralization of the \$5,000,000 Obligation on or before August 20, 2013, shall be deemed

amended to reflect the consummation of the Required Actions, the references in the Original Settlement Agreement to obtaining an amendment to the Declaration of Covenants shall be amended to state that BBX will cause the Second Amendment to be executed by Heartwood 42, LLC and Heartwood 44, LLC and recorded in the Public Records of Palm Beach County promptly after the Second Amendment Events have occurred, and the representation of Catalfumo and the Corporate Obligors set forth in the last paragraph of paragraph 5 of the Original Settlement Agreement shall be deemed amended to include the TBC Contract.

13.

In the event the PGA Properties are not transferred and the other Transaction Documents delivered by the Property Transfer Date, then BBX at its option shall have the right to (a) elect to specifically enforce the provisions of this Settlement Agreement, including but not limited to having the Transaction Documents to the extent in escrow released from escrow and recorded and/or (b) elect at any time before performance of the obligations under this Settlement Agreement, to have the Settlement Agreement terminate, the Bankruptcy Case shall be dismissed with prejudice, the standstills in the Litigation shall terminate on the next business day after the Bankruptcy Case is dismissed with prejudice, and BBX may collect the Judgment in the Litigation with interest from the date of the Judgment at the applicable Florida statutory judgment interest rate, provided however that commencing on August 5, 2013, a per diem interest rate in the amount of \$8,219.18 will accrue (in lieu of the applicable Florida statutory rate) until the dismissal of the Bankruptcy Case, at which point the statutory amount on the entire Judgment amount will recommence.. less any portion of the Remaining Payment Amount previously paid by Obligors to BBX ; and c) the Releases provided in Paragraphs 20, 21 and 22 of the Original Settlement Agreement, as modified by this Amendment, shall not be exchanged or become effective as described in those paragraphs until (i) the Required Actions are effectuated and (ii) the PGA Properties are conveyed and the other Transaction Documents are executed, delivered and released from escrow.

Interest shall continue to accrue on the \$25 million obligation set forth in the Original Settlement Agreement from and after August 5, 2013 at 12% per annum simple interest (a per diem amount of \$8,219.18) until the earlier of a) the date the \$22 million payment in cleared funds has been unconditionally received by BBX's attorneys pursuant to paragraphs 2 and 3 of this Amendment and b) December 3, 2013, at which point interest accrues on the outstanding balance thereof at 24.95% per annum simple

interest until the Bankruptcy Case is dismissed . The Parties agree that \$550,684.00 of interest at 12% per annum simple interest on \$25,000,000.00 has accrued from August 5 to October 11, 2013 (the date of the Judicial Settlement Conference), and will continue to accrue as set forth above. After timely payment of the \$22,000,000 sum due under paragraphs 2 and 3 of this Amendment , the remaining \$3 million of the \$25 million principal obligation shall continue to accrue interest at 12% per annum simple interest until December 2, 2013, and no interest shall accrue on the additional \$5 million principal obligation (referenced in paragraph 2(b) of the Original Settlement Agreement) through December 2, 2013. Commencing on December 3, 2013, the remaining \$8 million principal obligation (consisting of the \$3 million principal remaining on the \$25 million principal obligation, and the separate \$5 million principal obligation) shall accrue interest at 24.95% per annum simple interest until paid. The principal amount of \$8 million (calculated after payment of \$22 million as set forth above) plus all accrued and unpaid interest set forth in this paragraph is hereinafter referenced as the "Remaining Payment Amount". The final payment deadline for payment of all the Remaining Payment Amount by the Acceptable Payment Method is on or before April 10, 2014. After payment of the \$22 million set forth above all payments of the Remaining Payment Amount shall first be applied to all accrued and unpaid interest, then towards the \$3 million principal remaining on the \$25 million principal obligation, and then towards the separate \$5 million principal obligation.

It is the intent of the Parties that the interest amounts which accrue and are due hereunder not exceed the maximum rate of interest allowed by applicable law. The Parties agree that the Settlement Agreement (including the consideration provided herein, as well as the transactions and payments provided for hereunder) is lawful, fair and equitable to the Parties, and each party is receiving reasonably equivalent value. The value of the consideration to be received by BBX pursuant to this Amendment, including the value of property and cash payments received, is less the amount BBX would have received in the collection of its Judgment with interest, costs and fees thereon. In no event shall any interest reserved or taken as consideration for the payments due under this Amendment exceed the limits (if any) imposed or provided by the law applicable from time to time to such payments, and BBX hereby waives any right to demand such excess. If the interest rate (as set forth in this Amendment) should be interpreted to be above such maximum interest rate permitted by applicable law (if any), then notwithstanding any contrary provision in this Amendment and without necessity of further agreement or notice by BBX or any Obligor, the unpaid principal balance of the obligations under this Settlement Agreement, shall thereupon bear interest

at such maximum lawful rate. In the event that the interest provisions of this Settlement Agreement shall result at any time or for any reason in an effective rate of interest that transcends the maximum interest rate permitted by applicable law (if any), then without further agreement or notice the obligation to be fulfilled shall be automatically reduced to such limit and all sums received by BBX in excess of those lawfully collectible as interest shall be applied against the principal of the obligations immediately upon BBX's receipt thereof, with the same force and effect as though the Obligor had specifically designated such extra sums to be so applied to principal and BBX had agreed to accept such extra payment(s) as a premium-free prepayment or prepayments. During any time that the obligation bears interest, such interest shall be computed on the basis of the actual number of days elapsed and the actual number of days in the respective calendar year. The amounts due under the Settlement Agreement are being furnished in consideration for discounting the total amount due and owing to BBX under its Judgment (being the Judgment with interest thereon and the agreed upon interest in the Original Settlement Agreement) of approximately \$45 million (calculated for purposes of this Settlement Agreement only), and fees and costs that BBX asserts in the additional amount of approximately \$2.9million. The Parties believe the value of the PGA Properties is \$14 million, only for purposes of conveyance of the PGA Properties pursuant to this Amendment.. The Parties further acknowledge that the proceeds in the accounts set forth at Paragraph 5(c) of the Original Settlement Agreement are part of the collateral for the BBX loans and the consideration being furnished in exchange for discounting the amounts due under the Judgment is not interest paid to BBX.

14. As further consideration herein, BBX, TBC HQ shall enter into and BBX is entitled to record against the TBC Property a certified consent judgment in the Collection Act in the form attached hereto as Exhibit I" ("TBC Consent Judgment" or "Consent Judgment"), and TBC HQ agrees to join BBX in filing a joint stipulation for the entry of said TBC Consent Judgment, and the recording of the Memorandum if the RBC Liens are repaid prior to the recording of a certified copy of the Consent Judgment. Upon satisfaction of the RBC Liens pursuant to paragraph 3 above, the TBC Consent Judgment shall be a first Lien on the real and personal property owned by TBC HQ and described herein at Exhibit "J" ("TBC Property") or the Memorandum should be recorded until the Consent Judgment is recorded. TBC HQ and the remaining Obligor will not take any action that will impair BBX's ability to obtain repayment of the Remaining Payment Amount, including but

not limited to pledging or encumbering the TBC Property with any other liens or encumbrances, transferring the TBC Property, transferring the partnership interests in TBC HQ, transferring the management of TBC HQ, or granting a purchase option or right of first refusal to the TBC Property to any non-party to this Settlement Agreement; provided, however, that TBC HQ may obtain a loan which pays off the Remaining Payment Amount or enter into a TBC Contract with another party, as a backup to the Turbo Contract, or if the Turbo Contract is terminated for any reason.

15. On or before the payment of the \$22,000,000 to BBX, TBC HQ shall execute and deliver to the Escrow Agent the TBC Transfer Documents. All of the TBC Transfer Documents shall be held in escrow by the Escrow Agent until either (1) payment to BBX of the Remaining Payment Amount, at which time the TBC Transfer Documents shall be surrendered and released back to TBC HQ and the Amendment to the Articles shall be released by BBX, or (2) April 11, 2014, if the Remaining Payment Amount has not been unconditionally paid to BBX by the Acceptable Payment Method in accordance with the terms and conditions of this Settlement Agreement, at which point the Escrow Agent shall (notwithstanding any contract instructions) at BBX's option permit BBX to enforce the Consent Judgment (whereupon the TBC Transfer Documents would be marked void upon completion of such action) or release the TBC Transfer Documents from escrow to BBX or its designee (in exchange for such TBC Transfer Documents, BBX will be deemed to be paid the Remaining Payment Amount and the Parties recognize that BBX has previously forbore its rights to collect the Remaining Payment Amount to collect the full amount of its Judgment, together with its rights to collect attorneys' fees and costs with respect thereto). The Outside Date and the April 10, 2014 dates are drop-dead dates and shall not be extendable for any reason other than (on a day to day basis) for a prior material breach by BBX of its obligations hereunder that prevented performance of the Required Actions by the Outside Date or the payment of the Remaining Payment Amount by April 10, 2014.
16. The outstanding Remaining Payment Amount shall be paid by Obligors to BBX's attorneys in full by the Acceptable Payment Method simultaneously with the financing of the TBC Property or sale of the TBC Property, currently under contract with Turbo Investments International Inc. ("Turbo"). A true and correct copy of the Turbo purchase contract ("Turbo Contract") is attached as Exhibit A to the Debtor's Reply in Support of its Emergency Motion. For purposes of this Amendment, the term "TBC Contract" shall mean either the Turbo Contract or a purchase agreement with another party on essentially the same terms and conditions as the

Turbo Contract, with the following permitted modifications thereto: (1) the purchase price under the TBC Contract shall not be less than \$12.7 million, net of any obligation for payment of a commission by the seller, (2) the closing date shall not be later than April 10, 2014, (3) there shall not be any additional covenants, representations or warranties that would create any additional liability or obligations of the owner of the TBC Property beyond those set forth in the Turbo Contract, (4) the condition for obtaining the Second Amendment to the Declaration may be waived, and (5) in the event the Turbo Contract is terminated, TBC HQ may enter into a TBC Contract with a different buyer. Notwithstanding any other restrictions on encumbrances with regard to the TBC Property, in the event that TBC HQ desires to obtain a loan secured by the TBC Property, TBC HQ may obtain such mortgage loan on or before April 10, 2014, provided that at the time of obtaining such mortgage loan, the entire Remaining Payment Amount is paid to BBX's attorney in full by the Acceptable Payment Method directly from the lender funding such mortgage loan. TBC HQ and Catalfumo agree not to obtain any lien on the TBC Property except as provided in this section 16 or assign the TBC Contract without prior written approval by BBX in its sole discretion. TBC HQ shall not enter into or amend any purchase agreement that does not meet the criteria of a TBC Contract, without the consent of BBX in its sole discretion. TBC HQ may modify the Turbo Contract or enter into any other purchase contract or amendment thereof that meets the criteria of a TBC Contract, without the consent of BBX. Further, TBC HQ hereby assigns to BBX the net sales proceeds resulting from the sale of the TBC Property up to the amount of the Remaining Payment Amount, and such proceeds shall be paid directly to BBX in clear and unconditional US funds by the Acceptable Payment Method at the closing of the TBC Property. Prior to closing of the sale to Turbo (and/or any subsequent purchaser or lender), BBX will place in escrow with the Escrow Agent the Satisfaction of the TBC Consent Judgment along with a payoff letter setting forth the amounts due to BBX to satisfy the TBC Consent Judgment.

17. From and after the Effective Date, to the extent within the Obligors' control, and until the Remaining Payment Amount is paid to BBX, TBC HQ agrees to add (including making demand on the tenant to add) BBX as a loss payee and additional insured on each policy where property, hazard and flood insurance is maintained on the TBC Property.
18. On the first business day after all of the following has occurred in accordance with the Settlement Agreement, (1) the unconditional payment and receipt of the \$22,000,000 to BBX's attorneys by the

Acceptable Payment Method in accordance with paragraphs 2 and 3 of this Amendment, (2) the transfer of the PGA Properties in accordance with Paragraph 5 and 6 of the Original Settlement Agreement (as modified by this Amendment), (3) the entry and recording of the TBC Consent Judgment and the other Required Actions, and (4) the execution and delivery by TBC HQ of the TBC Transfer Documents to the Escrow Agent, the Parties agree the following shall occur:

- (a) BBX shall dismiss with Prejudice all of the Litigation with the exception of the Foreclosure Actions and the Consent Judgment (but no Judgment for damages shall be sought against any of the Catalfumo defendants in the Foreclosure Actions) with the form of the dismissals being without prejudice to the enforcement of the rights and obligations set forth in the Settlement Agreement
 - (b) The Releases provided in Paragraphs 20, 21 and 22 of the Original Settlement Agreement shall be exchanged and become effective as described in those paragraphs, except such releases shall be amended to modify the dates thereof and to exclude from the scope of the releases any obligations remaining to be performed under the Amendment, including payment of the Remaining Payment Amount.
 - (c) The lis pendens against the property owned by Building 11A and TBC HQ shall be released, the charging order against Catalfumo's interest in TBC HQ shall be dismissed with prejudice, and all claims in the Foreclosure Actions shall be dismissed with Prejudice.
 - (d) The Original Settlement Agreement shall remain in full force and effect as modified herein.
19. Catalfumo and the Obligors agree that they will not file, facilitate, collude in, or acquiesce in any voluntary or involuntary bankruptcy proceeding with respect to Catalfumo or any of the Obligors. Catalfumo and the Obligors further agree that any such filing would be in bad faith and be for the sole purpose of frustrating BBX's ability to obtain full payment and performance under this Settlement Agreement, and stipulate and consent that BBX shall have immediate relief from stay in any such proceeding. The Obligors further stipulate and agree that this Amendment provides them with every possible opportunity to work out their obligations to BBX and to fully perform the obligations set forth in this Amendment, and have availed themselves of this opportunity in lieu of filing

bankruptcy. In addition, if notwithstanding the foregoing provisions, TBC HQ or any other Catalfumo related party (whether individual, person, entity or otherwise) files a bankruptcy petition, or colludes in the filing of any involuntary bankruptcy proceeding against any Obligors including but not limited to TBC HQ, PGA Transportation or any other Catalfumo-related party (whether an individual, an entity, or otherwise) and such bankruptcy filing results in BBX not receiving the full consideration and timely performance set forth in this Settlement Agreement or delaying its receipt of same, the Remaining Payment Amount shall become a personal obligation of the Obligors, jointly and severally, notwithstanding any Releases or dismissals given or filed pursuant to the Settlement Agreement. Without limiting the foregoing, if any of the Obligors or other Catalfumo-related party (whether individual, entity or otherwise) fail to take any action required by this Amendment or affirmatively takes any action to interfere with any of the transactions contemplated by this Amendment, including without limitation to interfere with the ability to obtain the Pictet or other lender loan to the Firetrucks Trust in order to effectuate the Required Actions, the transfer of the PGA Properties, the sale or refinancing of the TBC Property as may be determined by the Bankruptcy Court, and perform all other obligations under this Amendment, the Remaining Payment Amount, shall become a personal obligation of the Obligors, jointly and severally, notwithstanding any Releases or dismissals given or filed pursuant to this Settlement Agreement.

20. The Obligors hereby agree with BBX that all rights, remedies and recourses afforded BBX as set forth in this Amendment are separate and cumulative and may be pursued separately, successively or concurrently, as occasion therefor shall arise, and are nonexclusive and shall in no way limit or prejudice any other legal or equitable right, remedy or recourse which BBX may have; provided, however, that this provision does not modify any other provision of this Amendment. .
21. For so long as this Amendment is in effect, neither BBX nor any of the BBX Releasers shall affirmatively undertake any actions to interfere with any of the transactions contemplated by this Amendment, to interfere with the ability to obtain the Pictet or other lender loan to the Firetrucks Trust in order to effectuate the Required Actions or the sale or refinancing of the TBC Property pursuant to a TBC Contract of which the Obligors provided written notice to BBX of the names of such lenders or buyers, ("Specified Parties"); provided that Turbo and Pictet are deemed Specified Parties. Neither BBX nor any of the BBX Releasers shall initiate contact with or initiate communications with the Specified Parties provided, however, if any Specified Party or their agents, initiates

contact with BBX or any of the BBX Releasors or agents, for the purpose of obtaining information, such party may respond and provide the information requested, and shall advise the Debtor and Catalfumo of such communication by BBX or any BBX Releasor and (ii) BBX may enforce its rights by judicial action (together with any notice given in connection with such judicial action) under this Settlement Agreement, any injunction, judgment or other legal right or obligations which BBX has. Any reference to other lender or other buyer shall not delay the Outside Date or effect any other term or provision of this Amendment. .

22. Time is of the essence in the payment and performance of the monetary obligations hereunder and the obligations relating to transfer of any real or personal property.
23. On the Property Transfer Date, Catalfumo shall cause management of the Association under the Declaration to be transferred to a manager designated by BBX. Catalfumo agrees (while it manages the Association) not to permit the Association to release any property owner of its obligations owed under the Declaration without the written consent of BBX.
24. The Obligors hereby acknowledge that all the amounts due hereunder are unconditional and such amounts are due without setoff, defense or counterclaim, and any such setoffs, defenses or counterclaims are hereby waived and released.
25. This Amendment and the other documents attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all negotiations, discussions, prior terms sheets and/or other writings, save for the Settlement Agreement.
26. This Amendment may be executed in counterparts as set forth in paragraph 30 of the Original Settlement Agreement.
27. The Obligors waive any right to assert equitable or other grounds under the Bankruptcy Code, the Bankruptcy Rules, or applicable Florida law to extend any dates set forth herein or to avoid the consequences of failure to fully perform by such dates, including without limitation any claims or defenses arising out of or relating to any allegations set forth in Debtor's Emergency Motion to Extend Deadline for Payment of Settlement Cash Proceeds Under Settlement Agreement dated August 13, 2013 [DE 144; hereinafter "Emergency Motion"] or in Debtor's Reply in Support of the Emergency Motion dated October 13, 2013 [DE 208], and further waives any claims or defenses under Section 105 of the

Bankruptcy Code, Rule 9006 of the Bankruptcy Rules of Procedure, and any rights, claims, or defenses that could be asserted under Florida law, including without limitation any rights, claims or defenses arising from actions hereafter taken or not taken by BBX or any BBX-related parties.

-Signatures appear on the following pages-

IN WITNESS WHEREOF, the undersigned have executed this Amendment.

BBX CAPITAL ASSET MANAGEMENT, LLC

By: _____
John E. Abdo

Title: _____
Vice Chairman

PGA FLYOVER CORPORATE PARK, LLC

By:  _____
Daniel S. Catalfumo

Title: _____
Manager

PGA TRANSPORTATION ORIENTED DEVELOPMENT, LLC

By:  _____
Daniel S. Catalfumo

Title: _____
Manager

DANIEL S. CATALFUMO, individually and as beneficiary to the Firetrucks Trust Dated 28/10/2008

By:  _____
Daniel S. Catalfumo

Title: _____
Manager

CATALFUMO MANAGEMENT & INVESTMENT GROUP, LLC

By: _____

James E. Jacoby

Title: _____

RCA CENTER II OF FLORIDA, LLC

BY: PGA GATEWAY, LTD.

BY: DIVER MANAGEMENT, INC.

By: _____

Daniel S. Catalfumo

Title: _____ President _____

BUILDING 11A, LLLP

BY: CATALFUMO MASTER G.P., LLC

By: _____

Daniel S. Catalfumo

Title: _____ Manager _____

SUSAN'S PASSION, LTD.

By: _____

James E. Jacoby

Title: _____ Sole Director _____

TBC HQ, LLLP

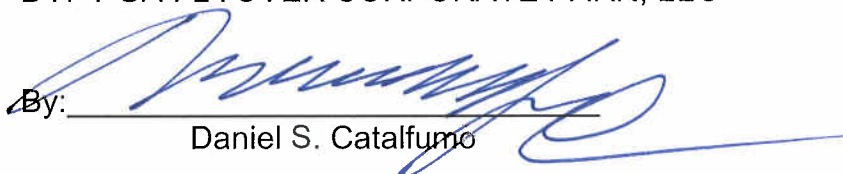
BY: TBC HQ MANAGEMENT, LLC

By: _____
Steven A. Sciarretta

Title: _____
Manager

CAT HQ, LLC

BY: PGA FLYOVER CORPORATE PARK, LLC

By:  _____
Daniel S. Catalfumo

Title: _____
Manager

SUSAN CATALFUMO

GIOVANNI CATALFUMO

CARA CATALFUMO

ALICIA CATALFUMO

IN WITNESS WHEREOF, the undersigned have executed this Amendment.

BBX CAPITAL ASSET MANAGEMENT, LLC

By: 
John E. Abdo

Title: Vice Chairman

PGA FLYOVER CORPORATE PARK, LLC

By: _____
Daniel S. Catalfumo

Title: Manager

PGA TRANSPORTATION ORIENTED DEVELOPMENT, LLC

By: _____
Daniel S. Catalfumo

Title: Manager

DANIEL S. CATALFUMO, individually and as beneficiary to the Firetrucks Trust Dated 28/10/2008

By: _____
Daniel S. Catalfumo

Title: Manager

SUSAN CATALFUMO



GIOVANNI CATALFUMO

x 

ALICIA CATALFUMO

A. Catalfumo

Amendment to Settlement Agreement

CARA CATALFUMO

Cara Catalfumo

Exhibit A

DANIEL S. CATALFUMO
3701 Catalfumo Way South
Palm Beach Gardens • Florida • 33410
561.694.3000

October 14, 2013

Royal Bank of Canada Trust Company (Cayman) Limited
4th Floor, 24 Shedden Road
George Town, Grand Cayman KY1-1110
Cayman Islands

RE: FIRETRUCKS TRUST DATED 28/10/08

Dear Sirs:

With regard to the above-named Trust, we would like to deliver this "Letter of Wishes" for your consideration. This letter is provided to you in confidence. We hope that it will assist you in the exercise of your discretion in the management and administration of the Trust.

Whilst we understand that this letter is not binding upon you, we would ask that you consider issuing instructions to transfer the Trust's portfolio of bonds currently in custody of RBC Dominion Securities, into the custody of the custodian selected by Pictet & Cie, in exchange for the irrevocable commitment of Pictet & Cie, to fund the \$40,000,000 credit line arranged between the Trust and Pictet and wire to RBC CI the sum of up to \$18,000,000 (such sum as may be necessary ("the Discharge Amount")) to discharge all mortgages and other encumbrances in favour of the Bank encumbering that property known as the TBC Property, and to cause to be satisfied of record all mortgages and other encumbrances encumbering the TBC Property including but not limited to the satisfaction of that certain Mortgage and Security Agreement in the original principal amount of \$7,000,000 executed by TBC HQ in favor of Royal Bank of Canada (Channel Islands) Limited recorded November 29, 2010 in Official Records Book 24218, Page 742 of the Public Records of Palm Beach County, Florida) and simultaneously wire to BBX's counsel the sum of \$22,000,000 per the attached wire instructions, said wires to be initiated promptly after custody of the bond portfolio is electronically transferred to Pictet via the SWIFT electronic system.

Sincerely,


DANIEL S. CATALFUMO

See attached additional signatures of Beneficiaries.

EXHIBIT B

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE No: FSD 158 of 2012 (AJJ)

FINANCIAL SERVICES DIVISION

B E T W E E N:

BBX CAPITAL ASSET MANAGEMENT LLC

Plaintiff

-and-

- (1) ROYAL BANK OF CANADA TRUST COMPANY (CAYMAN) LIMITED
(As Managing Trustee of the Firetrucks Trust dated 28/10/08)**
- (2) SUSAN'S PASSION LIMITED**

Defendants

VARIED TOMLIN ORDER

UPON the Court previously having made a Tomlin Order on 23 August 2013 appended to which was a settlement agreement between the Plaintiff, Daniel Catalfumo, PGA Flyover Corporate Park LLC and others (the "Settlement Agreement")

AND UPON Mr Catalfumo having not performed his obligations under the Settlement Agreement

UPON the Plaintiff and the First Defendant having entered into an agreement ("the Trustee Agreement"), a copy of which is annexed hereto as the schedule to this order,

AND UPON the First Defendant and Second Defendant agreeing to terms of this order by way of the signatures of their attorneys below,

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BY CONSENT IT IS ORDERED THAT:

- 1. Subject to paragraphs 2 to 5 below, all further proceedings in this claim ~~be stayed~~ remain subject to the stay provided for by the Tomlin Order of 23 August 2013 until further order.
- 2. Notwithstanding the terms of paragraph 1 any party may apply for any order required for the purpose of carrying into effect the terms of the Trustee Agreement.

3. The freezing order made on 23 November 2012, as varied by orders dated 30 November 2012, 13 December 2012 and 9 April 2013 (“the Freezing Order”) do continue until further order, save that, to the extent necessary to permit the terms of the Trustee Agreement to be performed, the Freezing Order is varied pursuant to paragraph 22 of that Order.
4. The Schedule be sealed and be not open to inspection without the Court’s permission.
5. All parties have liberty to apply in relation to the implementation of this order.

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DATED this day of October 2013

The Honourable Mr Justice Andrew J. Jones QC
Judge of the Grand Court of the Cayman Islands

Approved as to form and content

Harney, Westwood & Riegels Walkers
Attorneys-at-Law for the Plaintiff Attorneys-at-Law for the 1st Defendant

Maples and Calder
Attorneys-at-Law for the
2nd Defendant

IN THE GRAND COURT OF THE CAYMAN ISLANDS CAUSE No: FSD 158 of 2012 (AJJ)

FINANCIAL SERVICES DIVISION

BETWEEN:

BBX CAPITAL ASSET MANAGEMENT LLC

Plaintiff

-and-

(1) ROYAL BANK OF CANADA TRUST COMPANY (CAYMAN) LIMITED

(As Managing Trustee of the Firetrucks Trust dated 28/10/08)

(2) SUSAN'S PASSION LIMITED

Defendants

SEALED SCHEDULE TO
VARIED TOMLIN ORDER

N.B. THIS SCHEDULE IS CONFIDENTIAL AND IS NOT OPEN TO INSPECTION WITHOUT THE
COURT'S PERMISSION

SCHEDULE

SCHEDULE – the “TRUSTEE AGREEMENT”

1. The First Defendant (“the Trustee”) shall on or before November 30, 2013 (“the Settlement Payment Date” – the “Outside Date” in the Settlement Agreement between the Plaintiff and Daniel Catalfumo and others, as Amended on 21 October 2013 (“Settlement Agreement as Amended”) pay to the Plaintiff (“BBX”) the sum of US\$22,000,000 (“the Settlement Payment”) via Pictet & Cie (“Pictet”) as described in paragraph 3.

2. The Trustee shall on or before Settlement Payment Date- pay to Royal Bank of Canada (Channel Islands) Limited (“the Bank”) up to \$18 million, inclusive of all such sums as may be necessary (“the Discharge Payment”) to discharge all mortgages and other encumbrances in favour of the Bank encumbering that property known as the TBC Property.

3. ~~3.~~ The Trustee shall cause the Settlement Payment and Discharge Payment to be made by refinancing with Pictet a loan previously made to the Trustee by the Bank. The Trustee shall direct Pictet on its behalf to make the Settlement Payment to the Plaintiff and the Discharge Payment to the Bank, so that -Pictet shall wire to the Bank the sum of up to \$18,000,000 and simultaneously wire to BBX’s counsel the sum of \$22,000,000.

- ~~3,4.~~ In the event that (a) the Trustee timely makes or causes to be made the Settlement Payment to BBX and the Discharge Payment to the Bank, and (b) the actions described in paragraph 18(1)-(4), inclusive, of the Settlement Agreement as Amended are completed, then BBX will consent to the dismissal of this action with no order as to costs.

5. ~~4.~~ BBX consents to such variation to the Freezing Order as may be necessary to enable this agreement to be carried out by the parties.

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Harney, Westwood & Riegels

Walkers

Attorneys-at-Law for the Plaintiff

Attorneys-at-Law for the 1st Defendant

DATED this day of October 2013

~~The Honourable Mr Justice Andrew J. Jones QC~~
~~Judge of the Grand Court of the Cayman Islands~~

~~Approved as to form and content~~

~~Harney, Westwood & Riegels~~ ~~Walkers~~
~~Attorneys-at-Law for the Plaintiff~~ ~~Attorneys-at-Law for the 1st Defendant~~

~~Maples and Calder~~
~~Attorneys-at-Law for the~~
~~2nd Defendant~~

~~IN THE GRAND COURT OF THE CAYMAN ISLANDS CAUSE No: FSD 158 of 2012 (AJJ)~~

~~FINANCIAL SERVICES DIVISION~~

~~BETWEEN:~~

~~BBX CAPITAL ASSET MANAGEMENT LLC~~

Plaintiff

~~=and=~~

(3) ~~ROYAL BANK OF CANADA TRUST COMPANY (CAYMAN) LIMITED~~
~~(As Managing Trustee of the Firetrucks Trust dated 28/10/08)~~

(4) ~~SUSAN'S PASSION LIMITED~~

Defendants

=====
SEALED SCHEDULE TO
TOMLIN ORDER
=====

~~N.B. THIS SCHEDULE IS CONFIDENTIAL AND IS NOT OPEN TO INSPECTION WITHOUT THE
COURT'S PERMISSION~~

Exhibit C

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
TBC HQ LLLP

Pursuant to the provisions of Section 620.1202 of the Florida Statutes, this Florida limited liability limited partnership whose Certificate of Limited Partnership was filed with the Florida Department of State on August 11, 2009, assigned document number A09000000573 adopts the following Certificate of Amendment to its Certificate of Limited Partnership.

This Amendment is submitted to add the following provisions to its Certificate of Limited Partnership:

1. Prior to the payment in full of all obligations owed to BBX Asset Management, LLC ("BBX"), a Florida limited liability company, under the Settlement Agreement entered into by and between this Partnership, BBX and others on June 7, 2013 (the "Original Settlement"), as amended on or about the day hereof (the "Amendment to Settlement"), and as may be further amended from time to time (the Original Settlement, Amendment to Settlement and any further amendments thereto in accordance with its terms shall be referred to collectively as, the "Settlement Agreement"), this Partnership may not do or take any of the following actions without the prior written consent of BBX:

- i. amend the Turbo Contract (as that term is defined in the Amendment to Settlement) other than as permitted in the Amendment to Settlement;
- ii. enter into any new agreement to transfer, sell, and/or assign the TBC Property (as defined in the Settlement Agreement), other

than one that would meet the definition of a TBC Contract as set forth in the Amendment to Settlement;

- iii. transfer, assign, and/or sell the TBC Property other than in accordance with the Turbo Contract or a TBC Contract; or
- iv. enter into any financing transaction that would encumber the TBC Property unless such financing transaction would result in the complete satisfaction of all obligations owed to BBX as set forth in the Settlement Agreement and the proceeds of such financing transaction are paid directly from the lender to BBX's attorney as set forth in the Settlement Agreement.

2. This Certificate may not be amended further prior to the payment in full of all obligations owed to BBX under the Settlement Agreement.

IN WITNESS WHEREOF, this Certificate of Amendment to Certificate of Limited Partnership has been executed by the General Partner of TBC HQ LLLP this _____ day of _____, 2013.

Witnesses:

GENERAL PARTNER:

TBC HQ Management LLC, a Florida limited liability company

By: _____
Steven A Sciarretta, Manager

G.H.L.+D

NOTICE

October __, 2013

Turbo Investments International, LLC
c/o A. Gary McDaniel, Sr.
1022 17th Avenue, South, Suite 302
Nashville, TN 37212

Re: Purchase Agreement dated as of October 3, 2013 by and between TBC HQ, LLLP (“Seller”) and Turbo Investments International, Inc. (“Buyer”)

Dear Sirs:

This letter will confirm that the Seller does not have the right or authority to amend or alter the above referenced Purchase Agreement without either the approval of the Federal Bankruptcy Court for the Southern District of Florida or the written consent of BBX Capital Asset Management, LLC (“BBX”). This notice may not be amended without the written approval of such Federal Bankruptcy Court for the Southern District of Florida or BBX.

TBC HQ, LLLP

By: TBC HQ Management, LLC, its sole general partner

By: _____
Name: _____
Title: _____

cc: White and Reasor PLC
3100 West End Avenue, Suite 1100
Nashville, TN 37203
Attn: Charles B. Reasor, Jr.

EXHIBIT E

Escrow Agent for Greenspoon Marder

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into between _____ (hereinafter referred to as "Principal(s)") and GREENSPOON MARDER, P.A., whose address is 100 West Cypress Creek Road, Fort Lauderdale, Florida 33309 (hereinafter referred to as "Escrow Agent").

WHEREAS, Principal(s) desire that Escrow Agent hold certain property as described on "Exhibit A" hereto ("Escrowed Property") pursuant to certain documents described on "Exhibit B" hereto, if any ("Documents"); and

WHEREAS, Escrow Agent has agreed to act as escrow agent for the Escrowed Property on the terms and conditions now about to be set forth.

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth and other good and lawful consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

I. Escrow

A. Escrow Agent agrees to hold all of the Escrowed Property in escrow subject to the terms and conditions contained in this Escrow Agreement and the Documents, if any. The provisions of this Escrow Agreement shall control in the event of any conflict between the provisions hereof and the provisions of the Documents, if any.

B. Unless otherwise provided for in this Escrow Agreement or any addendum hereto, Escrow Agent shall disburse the Escrowed Property without interest or other accumulation in value.

C. Escrow Agent shall not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actually received written notice of such matter or thing and Escrow Agent shall not be charged with any constructive notice whatsoever.

D. In the event the Escrowed Property consists in whole or in part of stocks, bonds or certificates of deposit (or any other property which may fluctuate in value) Escrow Agent shall hold in escrow, pursuant to this Escrow Agreement, any proceeds of the Escrowed Property actually delivered to Escrow Agent and realized as a result of splits, calls, redemptions

or otherwise, but shall not be obligated to ascertain the existence of (or initiate recovery of) such proceeds or to become or remain informed with respect to the possibility or probability of such proceeds being realized at any time in the future, or to inform any Principal(s) or any third party with respect to the nature and extent of any proceeds realized, except upon the written request of such party, or to monitor current market values of the Escrowed Property. Further, Escrow Agent shall not be obligated to proceed with any action or inaction based on information with respect to market values of the Escrowed Property which Escrow Agent may in any manner learn, nor shall Escrow Agent be obligated to inform Principal(s) or any third party with respect to market values of any one or more of the Escrowed Property at any time, Escrow Agent having no duties with respect to investment management or information, all Principal(s) understanding and intending that Escrow Agent's responsibilities are purely ministerial in nature. Any reduction in the market value or other value of the Escrowed Property while deposited with Escrow Agent shall be at the sole risk of Principal(s).

E. In the event instructions from Principal(s) would require Escrow Agent to expend any monies or to incur any cost, Escrow Agent shall be entitled to refrain from taking any action until it receives payment for such costs.

F. Principal(s) acknowledge and agree that nothing in this Escrow Agreement shall prohibit Escrow Agent from (1) serving in a similar capacity on behalf of others or (2) acting in the capacity of attorneys for one or more Principal(s) in connection with any matter.

II. Release of Escrowed Property

A. Escrow Agent agrees to release the Escrowed Property in accordance with the terms and conditions set forth in the Documents, if any, and this Escrow Agreement.

B. In the event Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any Principal(s) or from third persons with respect to the Escrowed Property or any other sums or things which may be held hereunder, which, in its sole opinion, are in conflict with any provision of this Escrow Agreement and/or the Documents, if any, Escrow Agent shall be entitled to refrain from taking any action until it shall be directed otherwise in writing by all Principal(s) and said third persons, if any, or by a final order or judgment of a court of competent jurisdiction.

C. If all or any portion of the Escrowed Property delivered to Escrow Agent is in the form of a check or in any other form other than cash, Escrow Agent shall deposit same as required but shall not be liable for the nonpayment thereof nor responsible to enforce collection thereof. If such check or other instrument other than cash representing the Escrowed Property is returned to Escrow Agent unpaid, Escrow Agent shall notify the applicable Principal(s) for further instructions.

III. **Liability of Escrow Agent**

A. It is agreed that the duties of Escrow Agent are purely ministerial in nature and shall be expressly limited to the safekeeping of the Escrowed Property and for the disposition of same in accordance with the Documents, if any, and this Escrow Agreement. Each Principal hereby indemnifies Escrow Agent and holds it harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which it may incur or with which it may be threatened directly or indirectly arising from or in any way connected with this Escrow Agreement or which may result from Escrow Agent's following of instructions from Principal(s), and in connection therewith, indemnifies Escrow Agent against any and all expenses, including attorneys' fees and the cost of defending any action, suit, or proceeding or resisting any claim, whether or not litigation is instituted. Escrow Agent shall be vested with a lien on all Escrowed Property held hereunder which is deliverable to Principal(s) under the terms of this Escrow Agreement, for indemnification, attorneys' fees, court costs arising from any suit, interpleader or otherwise, or other expenses, fees or charges of any character or nature, which may be incurred by Escrow Agent by reason of disputes arising between Principal(s) and/or any third party as to the correct interpretation of this Escrow Agreement and/or the Documents, if any, and instructions given to Escrow Agent hereunder, or otherwise, with the right of Escrow Agent, regardless of the instruments aforesaid and without the necessity of instituting any action, suit or proceeding, to hold the Escrowed Property until and unless said additional expenses, fees and charges shall be fully paid.

B. It is further agreed that Escrow Agent shall have the right to utilize the services of Greenspoon Marder as its attorneys and same shall not affect or in any way prejudice or limit Escrow Agent's entitlement to reasonable attorney's fees for the services of such attorneys as set forth in this Escrow Agreement.

IV. **Disputes**

A. In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrowed Property, Escrow Agent shall, at its option, either (1) tender the Escrowed Property to the registry of the appropriate court or (2) disburse the Escrowed Property in accordance with the court's ultimate disposition of the case, and Principal(s) hereby, jointly and severally, indemnify and hold Escrow Agent harmless from and against any damages or losses in connection therewith including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels.

B. In the event Escrow Agent tenders the Escrowed Property to the registry of the appropriate court and files an action of interpleader naming the Principal(s) and any affected third parties of whom Escrow Agent has received actual notice, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith and Principal(s) hereby, jointly and severally, indemnify and hold Escrow Agent harmless from and against any damages or losses arising in connection therewith including, but not limited to, all costs and expenses incurred by Escrow Agent in connection with the filing of such action including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels.

V. Term of Agreement

A. This Escrow Agreement shall remain in effect unless and until it is cancelled in any of the following manners:

1. Upon written notice given by all Principal(s) of cancellation of designation of Escrow Agent to act and serve in said capacity, in which event, cancellation shall take effect no earlier than twenty (20) days after notice to Escrow Agent of such cancellation; or

2. Escrow Agent may resign as escrow agent at any time upon giving notice to Principal(s) of its desire to so resign; provided, however, that resignation of Escrow Agent shall take effect no earlier than ten (10) days after the giving of notice of resignation; or

3. Upon compliance with all escrow provisions as set forth in this Escrow Agreement and in the Documents, if any.

B. In the event Principal(s) fail to agree to a successor escrow agent within the period described hereinabove, Escrow Agent shall have the right to deposit all of the Escrowed Property held hereunder into the registry of an appropriate court and request judicial determination of the rights between Principal(s), by interpleader or other appropriate action, and Principal(s) hereby, jointly and severally, indemnify and hold Escrow Agent harmless from and against any damages or losses in connection therewith including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels.

C. Upon termination of the duties of Escrow Agent in either manner set forth in subparagraphs 1. or 2. of Paragraph A. of this Article V., Escrow Agent shall deliver all of the Escrowed Property to the newly appointed escrow agent designated by the Principal(s), and, except for rights of Escrow Agent specified in Paragraph A. of Article III. of this Escrow Agreement, Escrow Agent shall not otherwise have the right to withhold Escrowed Property from said newly appointed escrow agent.

D. Escrow Agent shall not be bound by any modification, cancellation or rescission of this Escrow Agreement unless in writing and signed by all Principal(s) and Escrow

Agent. In no event shall any modification of this Escrow Agreement, which shall affect the rights or duties of Escrow Agent, be binding on Escrow Agent unless it shall have given its prior written consent.

VI. Notices

All notices, certificates, requests, demands, materials and other communications hereunder shall be in writing and deemed to have been duly given (1) upon delivery by hand to the appropriate address of each Principal or Escrow Agent as set forth in this Escrow Agreement or in the Documents, if any, or (2) on the third business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid to such address. All notices to Escrow Agent shall be addressed to the attorney signing on behalf of Escrow Agent at the following address:

Greenspoon Marder, P.A.
100 West Cypress Creek Road
Fort Lauderdale, Florida 33309
Attn: Barry E. Somerstein

VII. Choice of Law and Venue

This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event any action, suit or proceeding is instituted as a result of any matter or thing affecting this Escrow Agreement, the parties hereto hereby designate Broward County, Florida, as the proper jurisdiction and the venue in which same is to be instituted.

VIII. Cumulative Rights

No right, power or remedy conferred upon Escrow Agent by this Escrow Agreement is exclusive of any other right, power or remedy, but each and every such right, power or remedy shall be cumulative and concurrent and shall be in addition to any other right, power or remedy Escrow Agent may have under the Escrow Agreement or now or hereafter existing at law, in equity or by statute, and the exercise of one right, power or remedy by Escrow Agent shall not be construed or considered as a waiver of any other right, power or remedy.

IX. Binding Agreement

This Escrow Agreement shall be binding upon the Principal(s) and Escrow Agent and their respective successors and assigns.

X. Escrow Agent Fees

Escrow Agent shall receive for its services in accepting this escrow the sum of Zero Dollars (\$00) unless there is litigation with respect to this Agreement, whereupon it shall be the standard hourly fee for time involved with respect to this escrow, plus reimbursement of all costs, which fees and costs the Principal(s) hereby, jointly and severally, agree to pay and it is hereby understood and agreed that all such fees and costs shall constitute a first lien of the Escrowed Property hereunder.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this ____ day of _____, 2013.

Signed, Sealed and Delivered
in the Presence of:

ESCROW AGENT:

GREENSPOON MARDER, P.A.

By: _____

PRINCIPAL(S):

BBX Capital Asset Management, LLC

By: _____

social security or corporate identification number

TBC HQ LLLP

By TBC HQ Management, LLC its sole general partner

By: _____

its sole manager

social security or corporate identification number

EXHIBIT A

The documents and money delivered to Escrow Agent pursuant to Amendment to Settlement Agreement dated October ____, 2013 by and between BBX CAPITAL ASSET MANAGEMENT, LLC, a Florida limited liability company ("BBX" or "Obligee"), and PGA FLYOVER CORPORATE PARK, LLC, a Florida limited liability company ("PGA Flyover" or "Debtor"), DANIEL S. CATALFUMO, individually and as beneficiary to the Firetrucks Trust Dated 28/10/08 ("Catalfumo"), and joined by: PGA TRANSPORTATION ORIENTED DEVELOPMENT, LLC, a Florida limited liability company ("PGA Transportation"); CATALFUMO MANAGEMENT & INVESTMENT GROUP, LLC, a Florida limited liability company ("Catalfumo Management"); RCA CENTER II OF FLORIDA, LLC, ("RCA Center II"), a Florida limited liability company; BUILDING 11A LLLP, a Florida limited liability limited partnership ("Building 11A"); TBC HQ, LLLP, a Florida limited liability limited partnership ("TBC HQ"); CAT HQ, LLC ("CAT"); SUSAN W. CATALFUMO ("S. Catalfumo"); CARA CATALFUMO ("C. Catalfumo"); ALICIA CATALFUMO ("A. Catalfumo"); GIOVANNI CATALFUMO ("G. Catalfumo"); and SUSAN'S PASSION, LTD., a Cayman Islands corporation ("Susan's Passion") (collectively, "Obligors", those Obligors that are not individuals are collectively referred to as the "Corporate Obligors") ("Settlement Agreement").

EXHIBIT B

Pursuant to the terms of the Settlement Agreement.

Exhibit F

NONE