

SECURED PARTY BILL OF SALE

This Bill of Sale is made as of November ____, 2011, by and between AFP 105 CORP., (as a secured party pursuant to R.S.A. 382-A:9-101 et seq), a Nevada corporation, having a principal place of business at 9 Park Place, 4th Floor, Great Neck, New York 11021 (“Seller”), and _____, of _____, _____, _____ (“Buyer”).

WITNESSETH

WHEREAS, By virtue of assignment, the Seller is the current holder of that certain Mortgage, Assignment of Leases and Rents and Security Agreement granted by Southern New Hampshire Hospitality, LLC (“Mortgagor”), to CWCapital LLC, dated June 6, 2007, and recorded in the Hillsborough County Registry of Deeds at Book 7859, Page 475, as affected by Assignment by CWCapital LLC to CWCapital Mortgage Securities I LLC dated June 7, 2007 and recorded in said Registry at Book 8199, Page 1592, and as further affected by Assignment from CWCapital Mortgage Securities I LLC to CADIM Note Inc. dated March 30, 2010 and recorded in said Registry at Book 8199, Page 1602, as further affected by Assignment from CADIM Note Inc. to DBD OTLP LLC dated March 1, 2011 and recorded in said Registry at Book 8299, Page 1132, as further affected by Assignment from DBD OTLP LLC to Drawbridge Special Opportunities Fund LP dated March 1, 2011 and recorded in said Registry at Book 8299, Page 1600, as further affected by Correction of Scrivener’s Error and Re-Assignment from Drawbridge Special Opportunities Fund LP to DBD OTLP LLC dated effective March 1, 2011 and recorded in said Registry at Book 8301, Page 0230, as further affected by Assignment of Mortgage, Assignment of Leases and Rents and Security Agreement and Assignment of Assignment of Leases and Rents from DBD OTLP LLC to AFP 105 Corp. dated June 1, 2011 and recorded in said Registry at Book 8323, Page 1663, (“Mortgage”);

WHEREAS, Seller currently possesses a mortgage upon a certain parcel of land, with the buildings and improvements thereon, located at 11 Tara Boulevard, Nashua, Hillsborough County, New Hampshire (“Premises”), which property is more particularly described in a certain Mortgage, Assignment of Leases and Security Agreement (the “Mortgage and Security Agreement”), dated as of June 6, 2007, and recorded at the Hillsborough County Registry of Deeds at Book 7859, Page 0475 (the "Mortgaged Premises"); and

WHEREAS, Southern New Hampshire Hospitality, LLC, a New Hampshire limited liability company, with a principal place of business of 300 Woodbury Avenue, Portsmouth, New Hampshire 03801, (“Debtor”), and Seller are parties to certain Loan Documents and other instruments evidencing certain loans, financial accommodations and agreements, including, but not necessarily limited to, the following (all said

documents and instruments including those not listed below, sometimes being collectively referred to as the "Loan Documents"):

(i) Note dated June 6, 2007, executed and delivered by Debtor to Seller's predecessor-in-interest in the original principal amount of \$18,200,000;

(ii) Guaranty dated June 6, 2007, executed and delivered by Kevin Bowden and Anthony D. Lorenzo to Secured Party; and

(iii) Mortgage, Assignment of Leases and Rents and Security Agreement dated June 6, 2007, executed and delivered by Debtor to Seller providing a security interest in personal property of Debtor (the "Collateral") and UCC-1 Financing Statements executed by Debtor filed with Secretary of State with respect thereto.

WHEREAS, Debtor is in default having breached the Loan Documents, for, *inter alia*, failure to make payments when due, and, thus, the outstanding balance due under the Loan Documents are now due and payable in full to Seller;

WHEREAS, the Seller made demand upon the Debtor for the immediate repayment of all amounts owing under the Loan Documents;

WHEREAS, the Seller has taken possession of the Collateral pursuant to the Loan Documents;

WHEREAS, the Seller has given public notice of a secured party sale of the Collateral on November 30, 2011, and Buyer is the high bidder for the property described in Exhibit A (the "Property").

WHEREAS, the Seller now seeks to sell the Property to Buyer.

FOR VALUE RECEIVED, Seller, as a secured party pursuant to R.S.A. 382-A:9-101, and in consideration for the sum of _____ Dollars (\$_____) the receipt whereof is hereby acknowledged as a credit against the outstanding obligations of the Debtor to Seller, does hereby ASSIGN, CONVEY AND TRANSFER all of its rights, title and interest in and to the Property, being assets formerly owned by Debtor, the receipt of which is hereby acknowledged by Buyer.

Seller makes this conveyance as a Secured Party in Possession of the Property pursuant to the terms of the aforementioned Loan Documents and Section 9-504 of the Uniform Commercial Code.

Seller makes no warranties or representations whatsoever to the Buyer concerning the quantity or quality of the Property or the merchantability or fitness for a particular purpose. Accordingly, Buyer hereby expressly acknowledges that it is acquiring title to the Property "AS IS AND WHERE IS" and further acknowledges that it has had an ample

opportunity to inspect the Property and that it has not relied in any way whatsoever upon any statement or representations of Seller, or any of its agents, employees, representatives, or subcontractors.

Upon receipt of this Secured Party Bill of Sale, the parties hereby agree that Seller has put the Buyer in position of the Property at the former place of business of the Debtor at 11 Tara Boulevard, Nashua, Hillsborough County, New Hampshire 03062, where the Property has been located. Buyer acknowledges that it is Buyer's responsibility to take possession of the Property upon such terms and conditions that Buyer can arrange with the Receiver currently managing such location.

SELLER:

AFP 105 CORP., a Nevada corporation

By: _____
Its duly authorized: _____

BUYER:

By: _____
Its duly authorized: _____

EXHIBIT "A"

The property and improvements located at 11 Tara Boulevard, City of Nashua, Hillsborough County, State of New Hampshire, as more particularly described on Exhibit A-1 attached hereto (the "Premises"), together with all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, all rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

All machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications, elevator fixtures, beds, bureaus, chiffoniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, Venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers excluding the coffee system located in the kitchen and the Pepsi coolers, icemakers, radios, television sets, intercom and paging equipment, potted plants, stoves, ranges, refrigerators, laundry machines, dishwashers, garbage disposals, washers and dryers and other customary hotel equipment) vehicles and other property of every kind and nature, whether tangible or intangible, whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "Equipment"), including any leases of any of the foregoing, any deposits existing at any time in connection with any of the foregoing, and the proceeds of any sale or transfer of the foregoing, and the right, title and interest of Mortgagor in and to any of the Equipment that may be subject to any "security interests" as defined in the Uniform Commercial Code, as adopted and enacted by the State or States where any of the

Security Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Security Instrument;

Awards or payments, including interest thereon, that may heretofore and hereafter be made with respect to the Premises and the Improvements, whether from the exercise of the right of eminent domain or condemnation (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value of the Premises and Improvements;

All leases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises and the Improvements, including any extensions, renewals, modifications or amendments thereof (the "Leases") and all rents, rent equivalents, lease termination fees, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, letters of credit, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Mortgagor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms and recreational facilities, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Borrower or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges and vending machine sales (the "Rents"), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

All proceeds of and any unearned premiums on any insurance policies covering the Security Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Security Property;

The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Security Property and to commence any action or proceeding to protect the interest of Mortgagee in the Security Property;

All accounts, escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and all franchises, trade names, trademarks, symbols, service marks, books, records,

plans, specifications, designs, drawings, permits, consents, licenses, management agreements, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair, or other work upon the Security Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Security Property), and causes of action that now or hereafter relate to, are derived from or are used in connection with the Security Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "Intangibles") and including further, without limitation, all right, title and interest of Borrower in and to that certain License Agreement dated May 30, 2007 made by and between Radisson Hotel International, Inc. ("Franchisor") and Borrower, as amended by a certain amendment of even date herewith made by and between Borrower and Franchisor (together with any further amendments, replacements or substitutions therefor, the "Franchise Agreement"); and

All proceeds, products, offspring, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

EXHIBIT "A-1"
Real Property Description

A certain tract or parcel of land with buildings thereon located on Tara Boulevard, Nashua, County of Hillsborough and State of New Hampshire and being more particularly bounded and described as follows:

Beginning at a spike in the easterly sideline of Tara Boulevard, thence proceeding along the easterly sideline of said Tara Boulevard the following 6 courses: On a curve to the right having a radius of 116.48 feet, an arc length of 135.38 feet to a granite bound; N 43° 42' 45" E a distance of 209.51 feet to a granite bound; on a curve to the left having a radius of 400.00 feet, an arc length of 165.13 feet to granite bound; N 20° 03' 36" E a distance of 159.20 feet to an iron rod; on a curve to the right having a radius of 50.00 feet, an arc length of 54.92 feet to a granite bound; on a curve to the left having a radius of 60.00 feet, an arc length of 160.22 feet to a drill hole in the easterly sideline of Dozer Road; thence along said easterly sideline of Dozer Road the following 3 courses: N 20° 02' 45" E a distance of 27.62 feet to a granite bound; on a curve to the right having a radius of 300.00 feet, an arc length of 243.29 feet to a point; N 66° 30' 38" E a distance of 237.99 feet to an iron rod at the end of a stonewall at land now or formerly Compaq Computer Corporation the following 5 courses: N 84° 05' 45" E a distance of 29.98 feet to a drill hole; N 81° 52' 39" E a distance of 124.58 feet to a drill hole; S 14° 59' 03" E a distance of 235.13 feet to a point; N 75° 45' 01" E a distance of 85.31 feet to a drill hole; N 71° 34' 55" E a distance of 267.33 feet to a point in the westerly sideline of FE Everett Turnpike; thence turning and proceeding along the westerly sideline of said FE Everett Turnpike the following 4 courses: S 00° 26' 22" E a distance of 322.43 feet to a NH Highway bound; thence turning and proceeding S 85° 51' 56" E a distance of 7.52 feet; S 06° 45' 39" W a distance of 71.01 feet to a NH Highway bound; S 19° 33' 35" W a distance of 368.38 feet to a point at the land now or formerly Flatley Trust, thence turning and proceeding along land of said Flatley Trust the following 2 courses: N 87° 26' 32" W a distance of 982.10 feet; S 43° 42' 45" W a distance of 290.14 feet to the point of beginning.

Containing 723,496 square feet (16.61 acres), more or less.

Said premises has the benefit of the rights and easements set forth in Declaration of Easements by Thomas J. Flatley dated July 15, 1997 and recorded with said Deeds in Book 5833, Page 0028.

Said premises are also entitled to and have the benefit of the following rights:

- 1) The right to use the Access and Egress Easement over Lots 721 and 738 as shown on Plan entitled "Consolidated Subdivision Plan Spit Brook Road, Nashua, New Hampshire, prepared for Thomas J. Flatley", prepared by Allan H. Swanson, Inc., Land Surveyor, dated October 4, 1983 and recorded with Hillsborough County Registry of Deeds as Plan No. 16425, for all purposes for which street and ways are used in the City of Nashua.
- 2) The right to use the Slope and Pond Easement over Lot 721 as shown on said Plan.
- 3) The right to use the Sewer Easement over Lot 738, as shown on said Plan.
- 4) The right to use Tara Boulevard as shown on said Plan for all purposes for which streets and ways are used in the City of Nashua.