

that Tenant might have had under the Lease against Borrower if Lender had not succeeded to the interests of Borrower; provided further, however, that Lender shall not be:

(a) liable for any act or omission of any prior landlord (including Borrower);  
or

(b) bound by any rent or additional rent which Tenant might have paid for more than one (1) month in advance to any prior landlord (including Borrower); or

(c) bound by any amendment or modification of the Lease made without Lender's consent; provided, however, that Borrower and Tenant may, without Lender's consent, make non-material amendments to the Lease, but in no event shall such amendments decrease the size or configuration of the Premises, term of the Lease, amount or frequency of rental payments or any other financial obligations of either party thereunder.

6. This Agreement may not be modified orally or in any other manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. Tenant further agrees to send to Lender at the following address copies of those notices given to Borrower pursuant to the terms of the aforesaid Lease which relate to Borrower's or Tenant's default, insurance, casualty and condemnation matters at the same time such notice is given to Borrower:

✕ SouthTrust Bank  
Commercial Real Estate  
135 West Central Boulevard, Suite 300  
Orlando, Florida 32801  
Attention: Matthew K. Mains, Group Vice President

7. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns, it being expressly understood that all references herein to Lender shall be deemed to include not only Lender, but also its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

Kim Snyder  
Signature of Witness

Kim Snyder  
Printed Name of Witness

Cindy Dornan  
Signature of Witness

Cindy Dornan  
Printed Name of Witness

"TENANT":

BRINKER FLORIDA, INC., a Delaware corporation

By: J. L. Tobin  
Jay L. Tobin, Vice President and Assistant Secretary

Date Executed: February 26<sup>th</sup>, 2004

(SEAL)

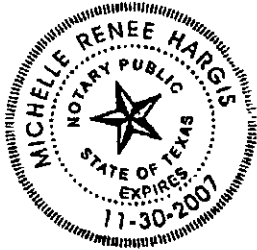
BRINKER FLORIDA, INC., ADDRESS:  
6820 LBJ FREEWAY  
DALLAS, TX 75240

STATE OF TEXAS  
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of February, 2004, by Jay L. Tobin, as Vice President and Assistant Secretary of BRINKER FLORIDA, INC., a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

Michelle R Hargis  
Notary Public Signature



\_\_\_\_\_  
(Name typed, printed or stamped)  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

01390301003087228572

Signed, sealed and delivered in the presence of the following witnesses:

Carol Gretzky  
Signature of Witness  
Carol Gretzky  
Printed Name of Witness

Jessica L. Witz  
Signature of Witness  
Jessica L. Witz  
Printed Name of Witness

"LENDER"

SOUTHTRUST BANK, an Alabama banking corporation

By: Matthew K. Mains  
Matthew K. Mains  
Group Vice President

(SEAL)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February, 2004, by Matthew K. Mains, as Group Vice President of SOUTHTRUST BANK, an Alabama banking corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Margaret Neal  
Notary Public Signature  
Margaret Neal  
(Name typed, printed or stamped)  
Notary Public, State of Florida  
Commission No.: DD043707  
My Commission Expires: 7/22/05

0139030\100308\7228572

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PREMISES

SEE ATTACHED

0139030A100308V7228572

EXHIBIT A

**SKETCH OF DESCRIPTION  
TRACT 2  
CLERMONT COLLEGE STATION CENTER**

The quality of this image is equivalent to the quality of the original document.

**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R36E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'30"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.83 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N05°22'20"W, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 926.49 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, S0°34'20"W, A DISTANCE OF 261.02 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 226.00 FEET TO A POINT; THENCE N0°34'20"E, A DISTANCE OF 261.10 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 226.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.3544 ACRES OF LAND, MORE OR LESS.

**NOTES**

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR TRACT 2 OF THE PROPOSED CLERMONT COLLEGE STATION CENTER.
2. THE BASIS OF BEARINGS FOR THIS SKETCH OF DESCRIPTION IS THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 WHICH IS ASSUMED TO BEAR S89°22'20"E.
3. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND NOTARY.

**THIS IS NOT A SURVEY**

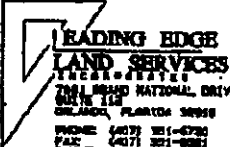
 <p><b>LEADING EDGE LAND SERVICES</b> INCORPORATED 2701 ROAD NATIONAL DRIVE SUITE 112 ORLANDO, FLORIDA 32838 PHONE: (407) 381-6780 FAX: (407) 381-6981 E-MAIL: SURV@LEADINGEDGEFLA.COM</p> <p>FLORIDA LICENSED BUSINESS NUMBER LB 0061</p>	<p><b>SKETCH OF DESCRIPTION</b> FOR <b>FRISCO ASSOCIATES</b></p> <p><b>SURVEYOR'S CERTIFICATION</b> I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND NOTARY PUBLIC, HEREBY CERTIFY THAT I HAVE COMPLETED THIS SECTION IN COMPLIANCE WITH FLORIDA NATURAL RESOURCES STATUTES AS DEPOSED IN FLORIDA ADMINISTRATIVE CODE.</p> <p><i>[Signature]</i> ROBERT H. GIFFORD FLORIDA LICENSED SURVEYOR AND NOTARY NUMBER 6584</p>	<p>DATE OF BEARING: 16-JUL-2008</p> <p>DRAWN BY: EAC</p> <p>PROJECT NUMBER: 077-03001</p> <p>FIELD BOOK NUMBER:</p> <p>LAST FIELD WORK:</p> <p>CREW CHECKED BY:</p> <p>COMPUTER FILE: 167001001.DWG</p> <p>SCALE: 1" = 500' SHEET 1 OF 2</p>
	<p>FLORIDA LICENSED SURVEYOR AND NOTARY NUMBER 6584</p>	

EXHIBIT "B"

CENTER DESCRIPTION

SEE ATTACHED

01390301003087228572

EXHIBIT B  
The Center

SKETCH OF DESCRIPTION  
PHASE 1  
CLERMONT COLLEGE STATION CENTER

The quality of this image  
is equivalent to the quality  
of the original document.

**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°50'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 620.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, S89°32'18"W, A DISTANCE OF 425.63 FEET TO A POINT; THENCE N00°07'55"E, A DISTANCE OF 154.64 FEET TO A POINT; THENCE N08°42'51"W, A DISTANCE OF 44.08 FEET TO A POINT; THENCE N00°36'23"E, A DISTANCE OF 84.60 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5°23'15" AND A CHORD BEARING AND DISTANCE OF S75°55'25"W, 18.80 FEET) FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°50'14" AND A CHORD BEARING AND DISTANCE OF S82°08'55"W, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 153.21 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 29°34'22" AND A CHORD BEARING AND DISTANCE OF S75°49'12"W, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28°39'43" AND A CHORD BEARING AND DISTANCE OF S75°21'52"W, 19.95 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 129.43 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°32'21" AND A CHORD BEARING AND DISTANCE OF S45°50'12"W, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE S01°04'02"W, A DISTANCE OF 4.68 FEET TO A POINT; THENCE N88°55'58"W, A DISTANCE OF 29.95 FEET TO A POINT; THENCE S00°27'13"W, A DISTANCE OF 241.47 FEET TO A POINT; THENCE S89°32'18"W, A DISTANCE OF 332.14 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HOOK STREET CONNECTOR (60-FOOT RIGHT OF WAY); THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 6°15'15" AND A CHORD BEARING AND DISTANCE OF N12°00'53"W, 36.10 FEET) FOR AN ARC DISTANCE OF 36.12 FEET TO A POINT; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR THE FOLLOWING THREE COURSES AND DISTANCES: THENCE N15°09'01"W, A DISTANCE OF 105.25 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 15°45'21" AND A CHORD BEARING AND DISTANCE OF N07°15'20"W, 60.31 FEET) FOR AN ARC DISTANCE OF 60.50 FEET TO A POINT ON THE WEST

EXHIBIT B  
The Center

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LEGAL DESCRIPTION, CONTINUED

LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28; THENCE  
N00°36'20"E, ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF  
SAID SECTION 28 AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID  
HOOK STREET CONNECTOR, A DISTANCE OF 447.23 FEET TO A POINT ON  
THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE  
LEAVING THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION  
28 AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET  
CONNECTOR, S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF  
SAID STATE ROAD 50, A DISTANCE OF 396.48 FEET TO A POINT; THENCE  
LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50,

S00°34'20"W, A DISTANCE OF 261.02 FEET TO A POINT; THENCE  
S89°23'37"E, A DISTANCE OF 5.03 FEET TO A POINT; THENCE  
S00°57'13"W, A DISTANCE OF 70.88 FEET TO A POINT; THENCE  
S89°33'24"E, A DISTANCE OF 360.71 FEET TO A POINT; THENCE  
N78°47'55"E, A DISTANCE OF 85.83 FEET TO A POINT; THENCE  
N00°36'23"E, A DISTANCE OF 313.14 FEET TO A POINT ON THE  
SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE  
S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE  
ROAD 50, A DISTANCE OF 427.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12.1285 ACRES OF LAND, MORE OR LESS.

AND COMMON AREA #3, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E,  
LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION  
28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID  
SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING  
THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A  
DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE  
SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH  
RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK  
ROAD (100-FOOT RIGHT OF WAY); THENCE N89°22'20"W, ALONG THE  
SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50 A DISTANCE OF  
427.01 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50,  
S00°36'23"W, A DISTANCE OF 62.17 FEET TO A POINT; THENCE  
SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT  
(SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF  
22°31'54" AND A CHORD BEARING AND DISTANCE OF S76°32'14"W, 9.77  
FEET) FOR AN ARC DISTANCE OF 9.83 FEET TO A POINT; THENCE  
NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE  
HAVING A RADIUS OF 50.07 FEET, A CENTRAL ANGLE OF 54°32'17" AND A  
CHORD BEARING AND DISTANCE OF N64°58'36"W, 45.88 FEET) FOR AN ARC  
DISTANCE OF 47.66 FEET TO A POINT; THENCE N89°25'24"W, A DISTANCE  
OF 347.09 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF  
A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 50.00 FEET, A  
CENTRAL ANGLE OF 33°44'02" AND A CHORD BEARING AND DISTANCE OF  
S68°06'12"W, 29.02 FEET) FOR AN ARC DISTANCE OF 29.44 FEET TO A  
POINT; THENCE S56°50'34"W, A DISTANCE OF 29.21 FEET TO A POINT;  
THENCE N00°34'20"E, A DISTANCE OF 73.27 FEET TO A POINT ON THE  
SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE  
S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE  
ROAD 50, A DISTANCE OF 449.48 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 21592 SQUARE FEET (0.4942 ACRES) OF LAND,  
MORE OR LESS.

PHASE 1 CONTAINS A TOTAL OF 12.6227 ACRES OF LAND, MORE OR LESS.



EXHIBIT B

SKETCH OF DESCRIPTION  
 PHASE 2A  
 CLERMONT COLLEGE STATION CENTER

The quality of this image  
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LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT-OF-WAY) AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 477.01 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, S04°36'23"W, A DISTANCE OF 02.17 FEET TO THE POINT OF BEGINNING;

THENCE S00°36'23"W, A DISTANCE OF 250.97 FEET TO A POINT; THENCE S73°47'56"W, A DISTANCE OF 85.83 FEET TO A POINT; THENCE N83°53'24"W, A DISTANCE OF 380.71 FEET TO A POINT; THENCE N00°57'43"E, A DISTANCE OF 70.68 FEET TO A POINT; THENCE N83°23'37"W, A DISTANCE OF 9.83 FEET TO A POINT; THENCE N00°34'20"E, A DISTANCE OF 187.75 FEET TO A POINT; THENCE N54°50'34"E, A DISTANCE OF 29.31 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 32°44'02" AND A CHORD BEARING AND DISTANCE OF N68°06'12"E, 28.02 FEET); FOR AN ARC DISTANCE OF 29.44 FEET TO A POINT; THENCE S89°25'24"E, A DISTANCE OF 347.09 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 80.07 FEET, A CENTRAL ANGLE OF 54°32'17" AND A CHORD BEARING AND DISTANCE OF S64°56'36"E, 45.88 FEET) FOR AN ARC DISTANCE OF 47.86 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 22°31'54" AND A CHORD BEARING AND DISTANCE OF N76°32'14"E, 9.77 FEET) FOR AN ARC DISTANCE OF 9.83 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.8978 ACRES OF LAND, MORE OR LESS.


NOTES

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR PHASE 2A OF THE PROPOSED CLERMONT COLLEGE STATION CENTER.
2. THE BASIS OF BEARINGS FOR THIS SKETCH OF DESCRIPTION IS THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 WHICH IS ASSUMED TO BEAR S93°22'20"E.
3. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEALS OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

05 JAN 2008 REVISED PHASE 2A BOUNDARY

 <p><b>LEADING EDGE</b>  <b>LAND SERVICES</b>          7811 GRAND NATIONAL DRIVE          SUITE 110          ORLANDO, FLORIDA 32818          PHONE: (407) 351-6726          FAX: (407) 351-2971          E-MAIL: <a href="mailto:info@leadingedgefl.com">info@leadingedgefl.com</a></p>	<p>SKETCH OF DESCRIPTION                  FOR                  PHASE 2A BOUNDARY</p>	<p>DATE OF DRAWING: 27 JUN 2003                  DRAWER: PWS                  CHECK: BAO                  PROJECT NUMBER: 187-830E1                  FIELD BOOK NUMBER:                  ANY FIELD WORK:                  DRAW SHEET NO: 1                  COMPUTER FILE: 187001804V.PFD                  SCALE: 1" = 200' SHEET 1 OF 2</p>
	<p>SURVEYOR'S CERTIFICATION</p> <p>I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER NUMBER 5854, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SECTION IN COMPLIANCE WITH FLORIDA STATUTES, TECHNICAL STANDARDS AS SET FORTH BY FLORIDA ADMINISTRATIVE CODE AND REGULATIONS.</p> <p><i>[Signature]</i> 08-07-03                  ROBERT M. HANSEN                  FLORIDA LICENSED SURVEYOR AND MAPPER NUMBER 5854</p>	

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Exhibit B

**SKETCH OF DESCRIPTION  
PHASE 2B  
CLERMONT COLLEGE STATION CENTER**

**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 26, T22S, R06E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 26, THENCE S00°30'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 26, A DISTANCE OF 1373.93 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 26, N89°22'20"W, A DISTANCE OF 30.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT-OF-WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH MANCOCK ROAD (100-FOOT RIGHT OF WAY); THENCE S00°30'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH MANCOCK ROAD, A DISTANCE OF 820.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH MANCOCK ROAD, S89°32'18"W, A DISTANCE OF 428.93 FEET TO THE POINT OF BEGINNING;

THENCE S89°32'18"W, A DISTANCE OF 468.19 FEET TO A POINT; THENCE N08°27'13"E, A DISTANCE OF 241.47 FEET TO A POINT; THENCE S88°55'58"E, A DISTANCE OF 28.95 FEET TO A POINT; THENCE N01°04'02"E, A DISTANCE OF 4.88 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°32'21" AND A CHORD BEARING AND DISTANCE OF N45°30'12"E, 26.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE S89°23'37"E, A DISTANCE OF 128.43 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28°30'43" AND A CHORD BEARING AND DISTANCE OF N75°21'52"E, 19.95 FEET) FOR AN ARC DISTANCE OF 20.15 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 28°34'22" AND A CHORD BEARING AND DISTANCE OF N75°49'12"E, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT; THENCE S89°23'37"E, A DISTANCE OF 153.21 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°50'14" AND A CHORD BEARING AND DISTANCE OF N82°08'28"E, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5°23'15" AND A CHORD BEARING AND DISTANCE OF N73°55'22"E, 18.80 FEET) FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF NGM-TANGENCY; THENCE S00°36'23"W, A DISTANCE OF 84.50 FEET TO A POINT; THENCE S08°42'51"E, A DISTANCE OF 44.08 FEET TO A POINT; THENCE S00°07'55"W, A DISTANCE OF 154.64 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.8476 ACRES OF LAND, MORE OR LESS.

**NOTES**

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR PHASE 2B OF THE PROPOSED CLERMONT COLLEGE STATION CENTER.
2. THE BASIS OF BEARINGS FOR THIS SKETCH OF DESCRIPTION IS THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 WHICH IS ASSUMED TO BEAR S89°22'20"E.
3. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**THIS IS NOT A SURVEY**


 <p><b>READING EDGE LAND SERVICES</b> 7001 BRAND NATIONAL DRIVE SUITE 122 ORLANDO, FLORIDA 32814 PHONE: (407) 384-8738 FAX: (407) 381-8994 E-MAIL: <a href="mailto:info@readingedge.com">info@readingedge.com</a> FLORIDA LICENSED SURVEYOR NUMBER LB 8846</p>	<p><b>SKETCH OF DESCRIPTION</b> FOR <b>FRESCO ASSOCIATES</b></p> <p><b>SURVEYOR'S CERTIFICATION</b> I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER NUMBER 8846, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN COMPLIANCE WITH FLORIDA STATUTE TITLE 46, CHAPTER 46, SECTIONS 46.01 THROUGH 46.07, AS APPLIED IN FLORIDA.</p> <p><i>[Signature]</i> DATE: 08-01-07 PROFESSIONAL SURVEYOR AND MAPPER NUMBER 8846</p>	<p>DATE OF CHANGE: 27 JAN 2013 DRAWING R-N: CLARK EAR PROJECT NUMBER: 197-03061 FIELD BOOK NUMBER: LAST FIELD WORK: CHECK SHEET (S): COMPUTER FILED: 0870012307.P08 SCALE: 1" = 300' SHEET 1 OF 3</p>
	<p>FLORIDA LICENSED SURVEYOR AND MAPPER NUMBER 8846</p>	

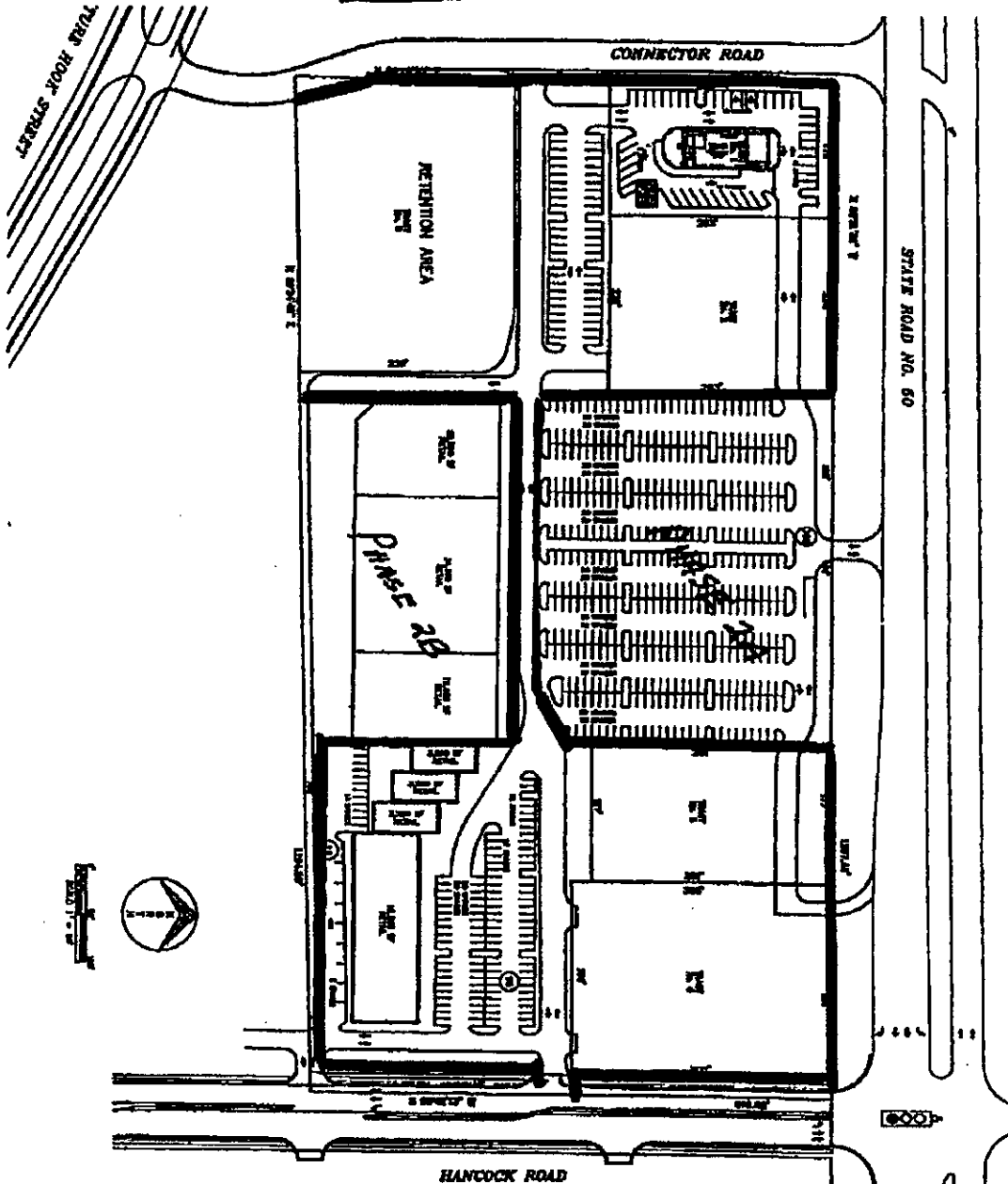
EXHIBIT "C"

SITE PLAN OF CENTER

SEE ATTACHED

0139030\100308\7228572

EXHIBIT C



Building Data	
Building 1	24,000 SF
Building 2	14,000 SF
Building 3	14,000 SF
Building 4	14,000 SF
Building 5	14,000 SF
Building 6	14,000 SF
Building 7	14,000 SF
Building 8	14,000 SF
Building 9	14,000 SF
Building 10	14,000 SF
Building 11	14,000 SF
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Building 94	14,000 SF
Building 95	14,000 SF
Building 96	14,000 SF
Building 97	14,000 SF
Building 98	14,000 SF
Building 99	14,000 SF
Building 100	14,000 SF

SP-1

College Station Center  
1200 W. ...  
... ..

Frasco Associates, LLC  
... ..

Culaci & Peterson, Architects  
... ..

**SITE PLAN**

PREPARED BY AND RETURN TO:  
Mark Wheeler, Esq. E  
Eckerd Corporation  
8333 Bryan Dairy Road  
Largo, Florida 33777

CFN 2004037142  
Bk 02530 Pgs 0670 - 674; (5pgs)  
DATE: 03/22/2004 02:25:45 PM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 21.00  
TRUST FUND 3.00

Store No. 6740  
Clermont, Florida

## SHORT FORM GROUND SUBLEASE

THIS SHORT FORM LEASE is made this 27<sup>th</sup> day of January, 2004, by and between COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company ("Landlord"), and ECKERD CORPORATION, a Delaware corporation ("Tenant"). The terms "Landlord" and "Tenant" shall include the successors and assigns of the respective parties. Based upon the mutual promises set forth in this Short Form Lease, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. It is understood and agreed that this is a short form lease which is for the rents and upon the terms, covenants, conditions, rights and liabilities contained in that certain Ground SubLease Agreement by and between Landlord and Tenant dated January 27, 2004 ("Lease"), and shall run with the land and continue for the term of the Lease and any extensions of the Lease, and shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties to the Lease, which Lease is and shall be made a part of this instrument as fully and completely as if the same were set forth in this Short Form Ground SubLease.
2. Landlord leases and demises to Tenant and Tenant agrees to take and lease from Landlord for the term specified in the Lease, land located at southwest corner of State Route 54 and Hancock Road, and situated in the City of Clermont, County of Lake, State of Florida, and more particularly described on the attached Exhibit "B" ("Leased Premises").
3. The initial term of the Lease will commence thirty (30) days after the completion of all improvements on the Leased Premises by Landlord in accordance with the provisions of the Lease and possession of the Leased Premises have been tendered to Tenant, or when Tenant opens for the transaction of its business on the Leased Premises, whichever event occurs earlier, and will terminate twenty (20) years from the date of commencement.
4. Tenant, at its option, shall be entitled to four (4) successive extensions of the term of the Lease, each extension to be for a period of five (5) years.

01/12/04 :1481-1

5. Landlord agrees it will not directly or indirectly lease, rent, sell or otherwise permits any property in which it has any interest (direct or indirect) located within 1,000 feet of the exterior boundary of the Leased Premises to be used as a drug store or a business which sells or dispenses prescription drugs or for any collateral use in support of a drug store or a business which sells or dispenses prescription drugs (such as, e.g., parking, drainage, or service drives), without the prior written permission of Tenant.

WITNESSES AS TO LANDLORD: COLLEGE STATION RETAIL CENTER, L.L.C.  
a Florida limited liability company

Gloria J. Hall  
Print Name: GLORIA J. HALL

Joanne Mohammed  
Print Name: Joanne Mohammed

By: Robert M. Shaker  
Name: Robert M. Shaker  
Title: President

WITNESSES AS TO TENANT:

ECKERD CORPORATION, a  
Delaware corporation

Colleen Malagon  
Print Name: Colleen Malagon

Lisbeth B. Dobruck  
Print Name: Lisbeth B Dobruck

By: Robert J. Malagon  
Robert J. Malagon  
Vice President

01/12/04 :1481-1

STATE OF FLORIDA  
COUNTY OF LAKE

Before me, the undersigned authority, on this day personally appeared Robert M. Shaker as President, of College Station Retail Center, L.L.C., a Florida limited liability company, to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose therein expressed as the act and deed of said corporation and limited partnership, and in the capacity therein stated.

Given under my hand and seal of office, this 3rd day of FEBRUARY, 2004.

My Commission Expires:

GLORIA J. HALL  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD124282  
EXPIRES 09/15/2008  
BONDED THRU 1-888-NOTARY1

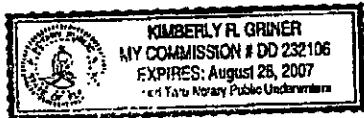
Gloria J. Hall  
Name: GLORIA J. HALL  
Notary Public

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me, the undersigned authority, on this day personally appeared Robert J. Malagon, and Thomas J. Goeglein, as Vice President and Assistant Secretary, respectively, of ECKERD CORPORATION, a Delaware corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose therein expressed as the act and deed of said corporation, and in the capacity therein stated.

Given under my hand and seal of office, this 23rd day of February, 2004.

My Commission Expires:

 KIMBERLY R. GRINER  
MY COMMISSION # DD 232106  
EXPIRES: August 28, 2007  
Notary Public Underwritten

Kimberly R. Griner  
Name: \_\_\_\_\_  
Notary Public

01/12/04 :1481-1

EXHIBIT "B"

Page 1 of 2

SKETCH OF DESCRIPTION  
TRACT 4  
CLERMONT COLLEGE STATION CENTER

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"N, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1973.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°50'10"N, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 305.69 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, N89°23'37"W, A DISTANCE OF 248.79 FEET TO A POINT; THENCE N0°38'23"E, A DISTANCE OF 284.78 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 250.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.7505 ACRES OF LAND, MORE OR LESS.


NOTES

1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR TRACT 4 OF THE PROPOSED CLERMONT COLLEGE STATION CENTER.
2. THE BASIS OF BEARINGS FOR THIS SKETCH OF DESCRIPTION IS THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 WHICH IS ASSUMED TO BEAR S89°22'20"E.
3. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

The quality of this image is equivalent to the quality of the original document.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

 <b>LEADING EDGE LAND SERVICES</b> INCORPORATED 7081 GRAND NATIONAL DRIVE SUITE 142 ORLANDO, FLORIDA 32818 PHONE: (407) 251-0730 FAX: (407) 251-2521 E-MAIL: surveys@leadingedge1e.com FLORIDA LICENSED BUSINESS NUMBER LB 8845	SKETCH OF DESCRIPTION FOR PRESCO ASSOCIATES  SURVEYOR'S CERTIFICATION I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER NUMBER 5284, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN COMPLIANCE WITH FLORIDA MINIMUM TECHNICAL STANDARDS AS DEFINED IN FLORIDA ADMINISTRATIVE CODE.	DATE OF DRAWING: 16 JUL 2003 MANAGER: RWH CHECKED: EAO PROJECT NUMBER: 197-03001 FIELD BOOK NUMBER: LAST FIELD WORK: DRAWN BY: (S): COMPUTER FILE: 197001E8HT.PRO SCALE: 1" = 300' SHEET 1 OF 2
	ROGER H. HARRAN PROFESSIONAL SURVEYOR AND MAPPER NUMBER 5284	



Feb 05 04 08:23a

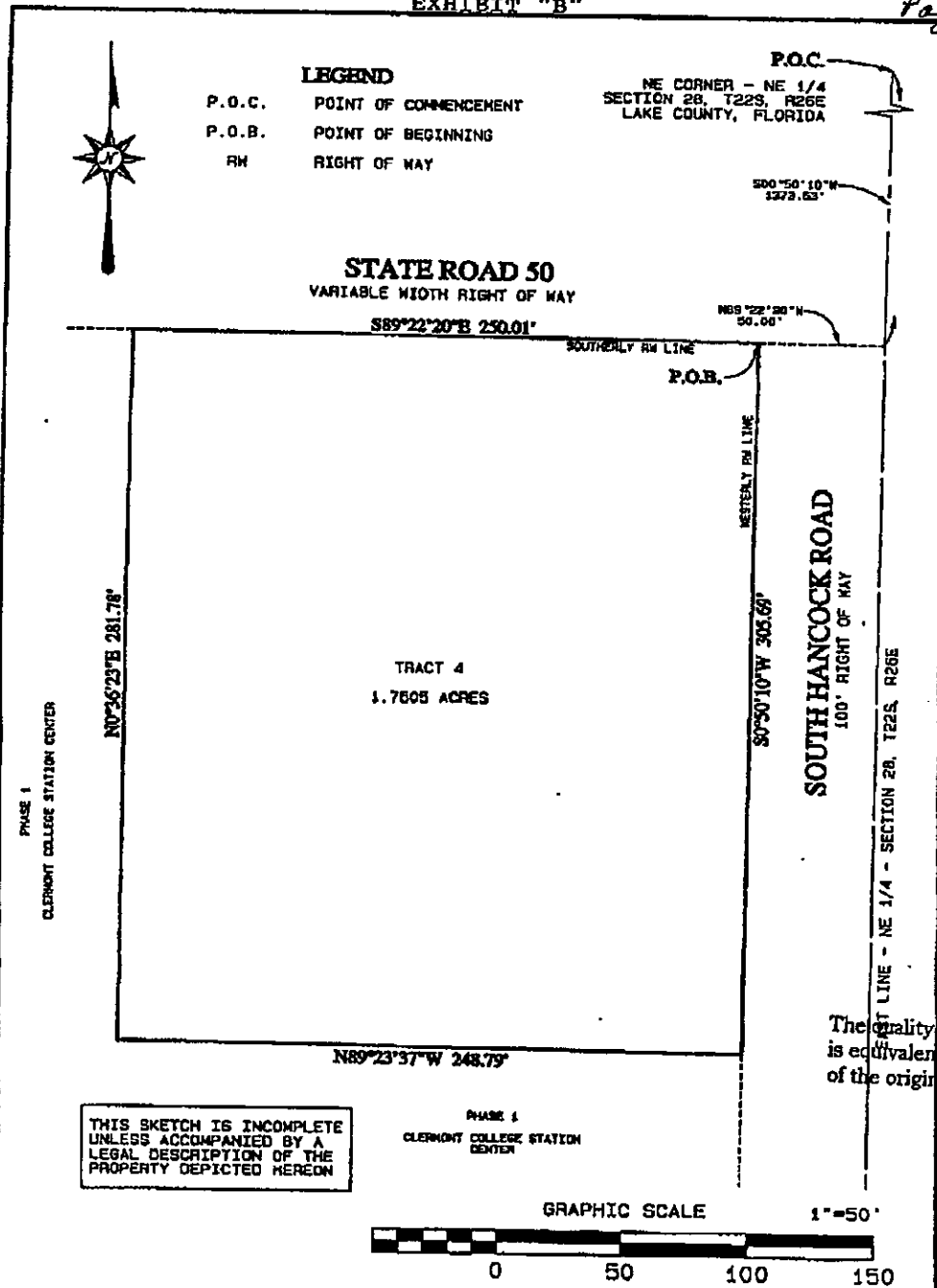
Presco Associates, LLC

352-243-5619

P.3

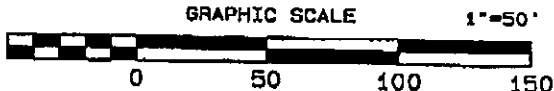
EXHIBIT "B"

Page 2 of 2



The quality of this image is equivalent to the quality of the original document.

THIS SKETCH IS INCOMPLETE UNLESS ACCOMPANIED BY A LEGAL DESCRIPTION OF THE PROPERTY DEPICTED HEREON



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

**LEADING EDGE LAND SERVICES**  
 INCORPORATED  
 7001 GRAND NATIONAL DRIVE  
 SUITE 119  
 ORLANDO, FLORIDA 32819  
 PHONE: (407) 261-0730  
 FAX: (407) 261-0801  
 E-MAIL: SURV@LEADINGEDGE.LS.COM  
 FLORIDA LICENSED BUSINESS NUMBER LB 0848

SECTION OF DESCRIPTION FOR  
**PRESKO ASSOCIATES**  
 SURVEYOR'S CERTIFICATION  
 I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER NUMBER 5284, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN COMPLIANCE WITH FLORIDA MINIMUM TECHNICAL STANDARDS AS DEFINED IN FLORIDA ADMINISTRATIVE CODE.  
 [Signature] 02-16-03  
 ROBERT H. MARSH  
 PROFESSIONAL SURVEYOR AND MAPPER NUMBER 5284

DATE OF DRAWING: 16 JAN, 2003	
MANAGER: RMH	CADD: EAO
PROJECT NUMBER: 197-02001	
FIELD BOOK NUMBER:	
LAST FIELD WORK:	
CREW CHIEF (S):	
COMPUTER FILE: 197001ESKT.PRO	
SCALE: 1" = 300'	SHEET 2 OF 2



Adjoining Property in order to serve the Land; provided, however, the location of such lines, conduits and facilities on the Adjoining Property shall be subject to the reasonable approval of Landlord; (c) a non-exclusive easement over and across the Adjoining Property for the purposes of passing and discharging storm and surface waters thereon from the Land as it may be improved from time to time; (d) any and all buildings, improvements, and structures located on the Land; and (e) any and all appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Landlord in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips and gores relating to said Land (all the foregoing being hereinafter referred to as the "Demised Premises").

2. Term. The term of the Sublease commenced on APRIL 13, 2004, and shall terminate on the last day of the month which is ten (10) years after the Rental Commencement Date (as such term is defined in the Sublease) unless sooner terminated or extended as provided in the Sublease. Tenant has the right to extend the term of the Sublease for four (4) consecutive periods of five (5) years each pursuant to the terms of the Sublease. Landlord and Tenant may record an amendment to this Short Form Sublease setting forth the Rental Commencement Date once the same is determined in accordance with the terms of the Sublease. Pursuant to the terms of the Sublease, the Rent shall commence to accrue on the date which is the earlier of (i) one hundred twenty (120) days after the Commencement Date or (ii) the date upon which Tenant commences to do business with the public from the Demised Premises.

3. Restrictions on Demised Premises. (a) The Demised Premises may be used for a restaurant and any other lawful purposes which do not violate the terms of the Sublease or matters of title encumbering the Demised Premises as of the Commencement Date of the Sublease. Notwithstanding the foregoing, Landlord and Tenant agree and covenant that the following uses shall be prohibited on the Demised Premises and on the Adjoining Property:

(i) Any obnoxious odor, noise or sound which can be heard or smelled outside of the Demised Premises or Adjoining Property, as applicable, provided that any usual paging system shall be allowed and further provided that typical restaurant odors shall not be deemed prohibited hereby if such restaurant facilities have been properly constructed and maintained in accordance with applicable governmental laws, rules and regulations.

(ii) Any operation primarily used as a warehouse operation, including assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation.

(iii) Any mobile home, trailer court, labor camp, junk yard or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance).

(iv) Any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors or garbage dumpsters) on the Demised Premises and/or on the Adjoining Property used in connection with permitted operations at the Demised Premises and/or on the Adjoining Property.

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(v) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation.

(vi) Any automobile, truck, trailer or RV sales, leasing or display or facility doing auto body repair.

(vii) Any bowling alley.

(viii) Any skating rink, school or other place of public assembly.

(ix) Any living quarters, sleeping apartments or lodging rooms.

(x) Any veterinary hospital or animal raising facility (except that this provision shall not prohibit pet shops such as PetsMart or PetStuff or the maintenance or live animals for sale or the provision of veterinary services in conjunction with the operation of any such pet shop).

(xi) Any mortuary.

(xii) Any establishment which has as its principal business the selling or exhibiting of pornographic materials, including, without limitation any adult book or film store and any adult entertainment nightclub.

(xiii) Any bar, tavern or other establishment whose principal business is the sale for on premises consumption of alcoholic beverages, provided that nothing contained herein shall prohibit the selling of alcoholic beverages by a restaurant operation not otherwise prohibited by the Sublease.

(xiv) Any theater or cinema.

(xv) Any flea market, amusement arcade, bingo parlor, pool or billiard hall or discotheque, carnival, circus or off-track betting parlor.

(xvi) Any car wash or any gasoline service station.

(xvii) Any health club or health spa.

(xviii) The overnight storage of motor vehicles.

(xix) Any central laundry, dry cleaning plant or laundromat.

(xx) Any so called "head shop" and the sale of rolling paper and other drug paraphernalia.

(b) Tenant shall at all times keep and maintain the Demised Premises in compliance with all applicable laws, ordinances, statutes, rules, regulations, order, directions and requirements of all applicable federal, state, county and municipal governments and of all other governmental agencies or authorities having jurisdiction over the Demised Premises or the

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business activities conducted thereon or therein; provided, however, Tenant's obligation as to complying with the foregoing laws, ordinances or the like shall be limited to those that relate to Tenant's leasing of the Demised Premises or Tenant's activities conducted thereon or therein (not those which relate to ownership of the Land).

(c) Notwithstanding anything to the contrary contained in the Sublease, Tenant agrees that if Landlord provides Tenant with written notice (including reasonable supporting evidence) that Landlord has executed a lease with a single tenant for the leasing of at least 10,000 square feet of building space on the Adjoining Property, then Landlord and Tenant shall enter into a mutually acceptable amendment to the Sublease, such amendment to impose upon the Demised Premises and the remaining portion of the Adjoining Property not being leased to said single tenant a prohibition against the use of the Demised Premises or such other part of the Adjoining Property in a manner which would directly compete with the said single tenant leasing in excess of 10,000 square feet of building space; provided, however, Landlord and Tenant agree that said additional use restriction upon the Demised Premises shall be limited to the sale of clothing, office supplies or electronics or operation as a drug store.

4. Restrictions on Adjoining Property. Landlord hereby agrees and covenants that (i) no buildings or other structures will be constructed on the Adjoining Property within the area shown as the "No Build Area" on Exhibit "B"; (ii) Landlord shall maintain and repair, at no cost to Tenant, the driveways crosshatched on the site plan attached hereto as Exhibit "B", all in accordance with first-class shopping center standards and practices; (iii) Landlord will not lease, rent, sell or occupy, or permit to be leased, rented, sold or occupied any premises within three hundred (300) feet of the Demised Premises for the purpose of operating a theater of any kind, bowling alley, skating rink, amusement park, carnival, meeting hall, sporting event or other sports facility, auditorium or any other like place of public assembly, manufacturing operation, factory, any industrial usage, warehouse, processing or rendering plant, any establishment selling cars (new or used), billiard parlor, bar, amusement center, flea market, massage parlor, "disco" or other dance hall, so-called "off track betting" operation, or the sale or display of pornographic materials.

5. Covenant Not to Compete. Landlord covenants and agrees that no portion of the Adjoining Property shall, during the Term of the Sublease, be leased, used or occupied as a restaurant selling or serving chicken as a principal menu item. For purposes hereof, "a restaurant selling or serving chicken as a principal menu item" shall mean any restaurant deriving twenty-five (25%) or more of its gross sales from the sale of chicken. Landlord further covenants and agrees that no portion of the Adjoining Property shall, during the Term of the Sublease, be leased, used or occupied by or for any of the following: Boston Market, Kenny Roger's, Kentucky Fried Chicken, Popeye's, Church's, Bojangle's, Mrs. Winner's, Tanner's Chicken Out, Willie May's Chicken, Biscuitville, Zaxby's or Ranch One. Landlord further covenants and agrees that no portion of the Adjoining Property shown crosshatched on Exhibit "B-1" shall, during the Term of the Sublease, be leased, used or occupied as a restaurant operating under the trade name of Wendy's or Arby's.

It is mutually agreed that the covenants set forth in Section 3, Section 4 and in this Section 5 shall run with the title to the Land and the Adjoining Property. If said covenants are breached, one-half (1/2) of all payments required to be made by Tenant under the Sublease shall be abated

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for so long as such breach continues. The total sums thus abated shall be partial liquidated damages for such breach and not a penalty therefor, the parties agreeing that Tenant shall sustain proximate and substantial damages from such breach, but that it will be very difficult if not impossible to ascertain the amount of such damage. In addition to this remedy, Tenant shall be entitled to injunctive and other appropriate relief, whether under the provisions of the Sublease or otherwise. Landlord acknowledges that Tenant relied upon said covenants, representations and warranties in executing the Sublease.

6. Incorporation of Sublease. The provisions set forth in the Sublease are hereby incorporated into this Short Form Sublease as if set out in full herein. In the event of any conflict or inconsistency between the terms of this Short Form Sublease and the terms of the Sublease, the terms of the Sublease shall govern and control for all purposes.

7. Defined Terms. All capitalized terms and words of art which are used but not defined herein shall have the same respective meaning designated for such terms and words of art in the Sublease.

8. Cancellation of Short Form Sublease. Upon the request of Landlord following the expiration or termination of the Sublease, Tenant shall promptly execute and deliver to Landlord an appropriate release and/or cancellation instrument acknowledging the expiration or termination of the Sublease and releasing any and all right, title and interest of Tenant in and to the Demised Premises under the Sublease. Such release and/or cancellation instrument shall be executed in proper form for recordation in the Deed Records of Lake County, Florida.

(Signatures begin on the following page)

Short Form Lease - CFA\_Clermont DOC

IN WITNESS WHEREOF, Landlord and Tenant have caused this Short Form Sublease to be executed and sealed the day, month and year first above written.

"LANDLORD"

COLLEGE STATION RETAIL CENTER, L.L.C.,  
a Florida limited liability company

Signed, sealed and  
delivered in the  
presence of:

By: Robert M. Shakar (SEAL)  
Title: President Robert M. Shakar

Gloria J. Hall  
GLORIA J. HALL

Joanne Mohammed  
Joanne Mohammed

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 2nd day of APRIL, 2004, by ROBERT M. SHAKAR, PRES. of College Station Retail Center, L.L.C., a Florida limited liability company, on behalf of said company, who is (  ) personally known to me, or ( ) produced \_\_\_\_\_ as identification.

Gloria J. Hall  
Notary Public  
Print Name: GLORIA J. HALL

My Commission Expires:

9/15/06

(NOTARIAL SEAL)

GLORIA J. HALL  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD124282  
EXPIRES 09/15/2006  
BONDED THRU 1-888-NOTARY1

(Signatures continue on the following page)

(Signatures continued from the previous page)

"TENANT"

Signed, sealed and delivered in the presence of:

CHICK-FIL-A, INC., a Georgia corporation

Bonnie K. Jacobs  
Mrs. [Signature]

By: [Signature]  
Title: Sr. Vice President Steve Robinson

Attest: [Signature]  
Title: Asst. Secretary

(CORPORATE SEAL)



STATE OF GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 2nd day of April, 2004, by Steve Robinson the Sr. Vice President and Don T. Cathy the Asst. Secretary respectively, of Chick-fil-A, Inc, a Georgia corporation, on behalf of said corporation, who is  personally known to me, or  produced \_\_\_\_\_ as identification.

My Commission Expires: \_\_\_\_\_

Cynthia S. Denny  
Notary Public  
Print Name: Cynthia S. Denny

(NOTARIAL SEAL)





EXHIBIT "A"

A portion of Tract 17, Lake Highlands Company, as recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida; being more particularity described as follows:

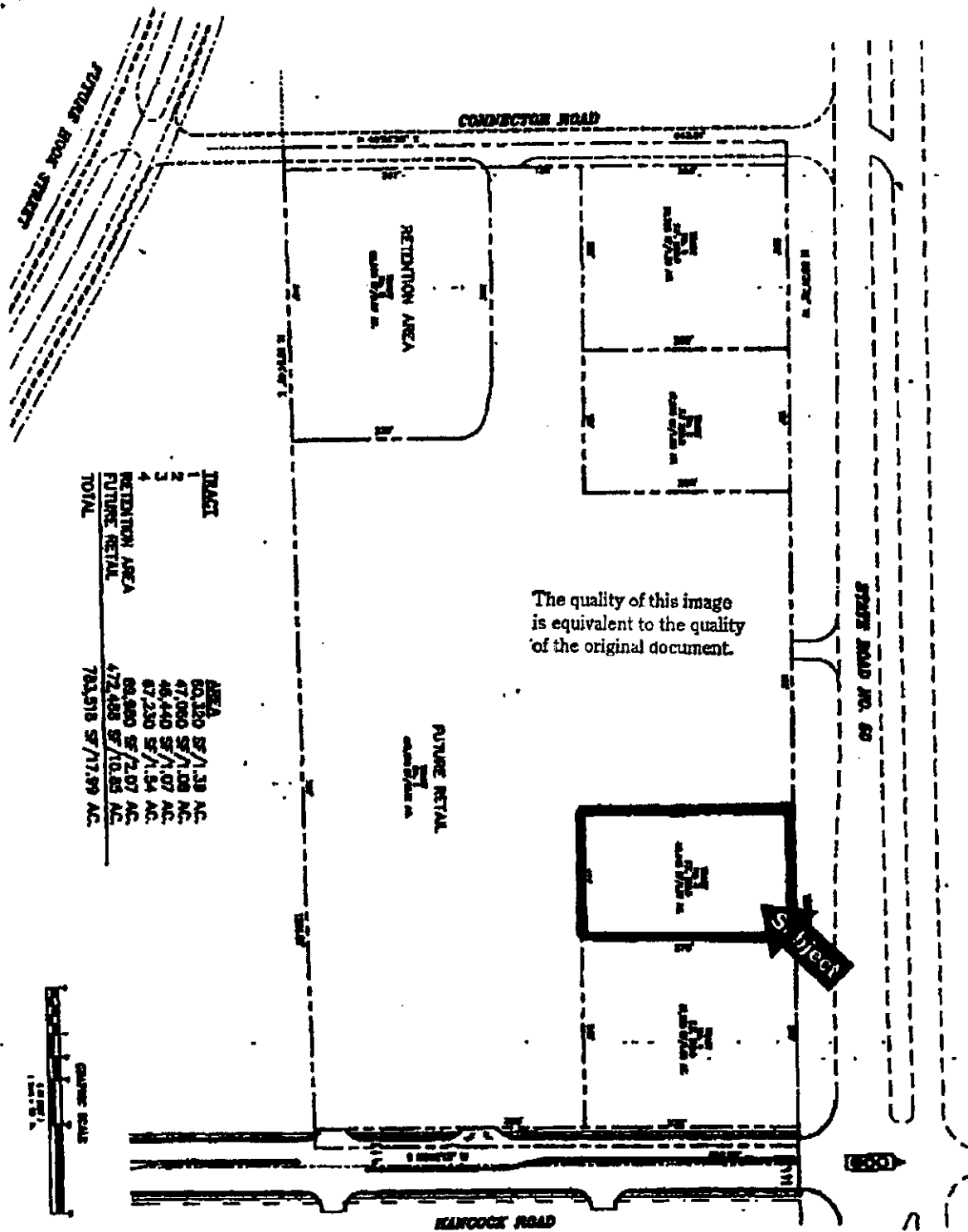
Commence at the intersection of the West right of way line of Hancock Road, a 50' right of way, and the South right of way line of State Road 50, a 207.00 foot right of way; run thence North 89° 31' 32" West along said South right of way line, a distance of 250.00 feet to the Point of Beginning; thence South 00° 28' 28" West a distance of 281.00 feet; thence North 89° 31' 49" West a distance of 177.00 feet; thence North 00° 28' 28" East a distance of 281.00 feet to a point on said South right of way line of State Road 50 which is South 89° 31' 32" East a distance of 845.48 feet from the West line of Tract 18; thence South 89° 31' 32" East, along said South right of way line, a distance of 177.00 feet to the Point of Beginning.

Contains 49,736 square feet or 1.1418 acres more or less.

As shown on that certain ALTA/ACSM Land Title Survey prepared by Frank A. Raymond, PLS No. 4007 of Accuright Surveys of Orlando Inc., dated October 21, 2002, last revised September 9, 2003.

TOGETHER WITH those certain easements, rights and privileges as set forth in that certain Declaration of Covenants, Restrictions and Easements for College Station dated September 12, 2003, recorded in Book 2424, Page 2249 of the Official Records of Lake County, Florida.

Short Form Lease - CFA\_Clermont.DOC



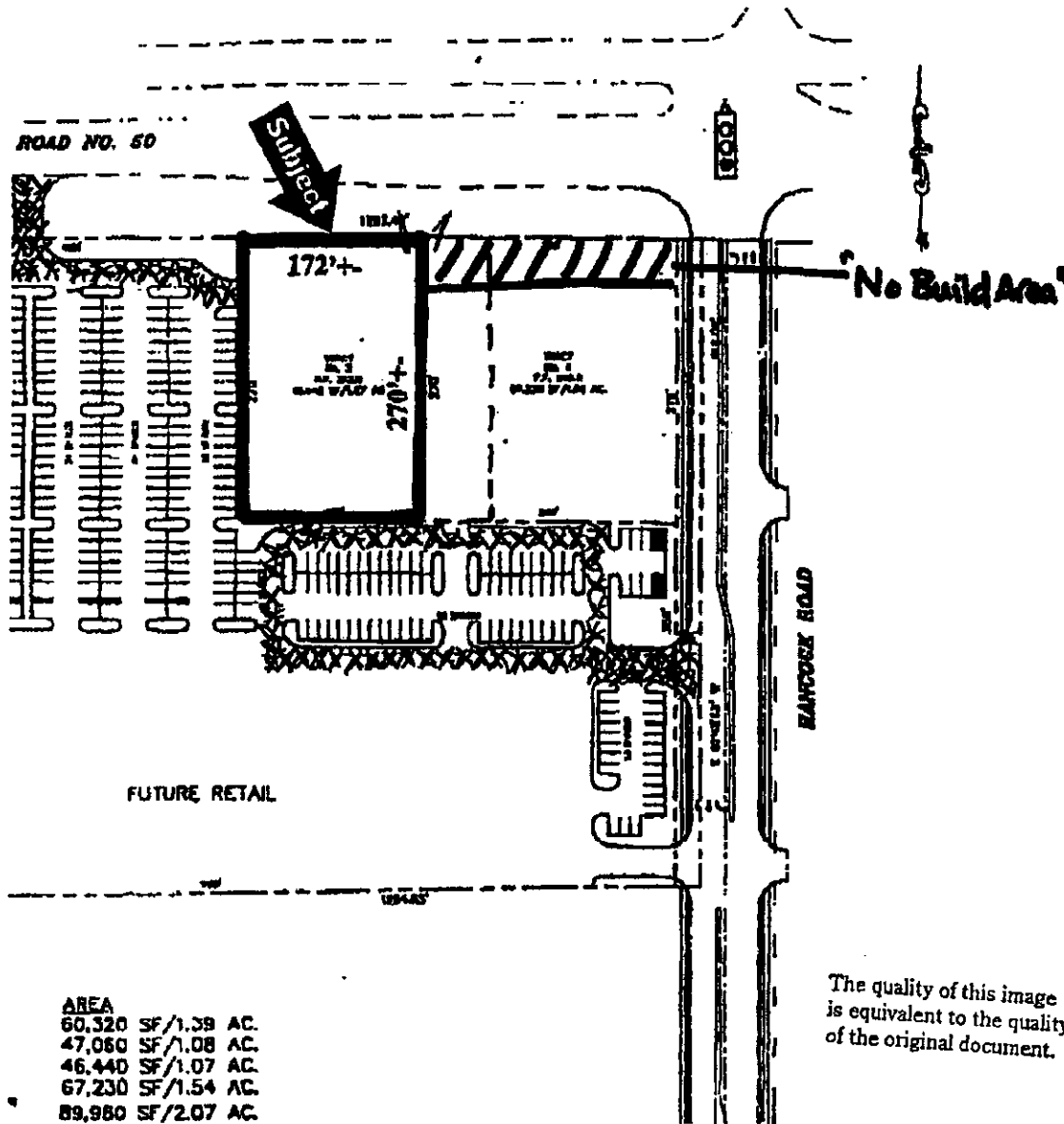
The quality of this image is equivalent to the quality of the original document.

TRACT	AREA
1	60,120 SF / 1.39 AC
2	47,060 SF / 1.08 AC
3	46,440 SF / 1.07 AC
4	67,230 SF / 1.54 AC
RETENTION AREA	
	60,360 SF / 2.07 AC
FUTURE RETAIL	
	472,488 SF / 10.85 AC
TOTAL	763,518 SF / 17.59 AC



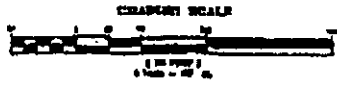
EXHIBIT "B"  
(Page 1 of 2)

CLERMONT, FLORIDA




AREA	SF	AC.
	60,320	1.39
	47,060	1.08
	46,440	1.07
	67,230	1.54
	89,980	2.07
	472,488	10.85
	783,518	17.89

165 SPACES  
177 SPACES

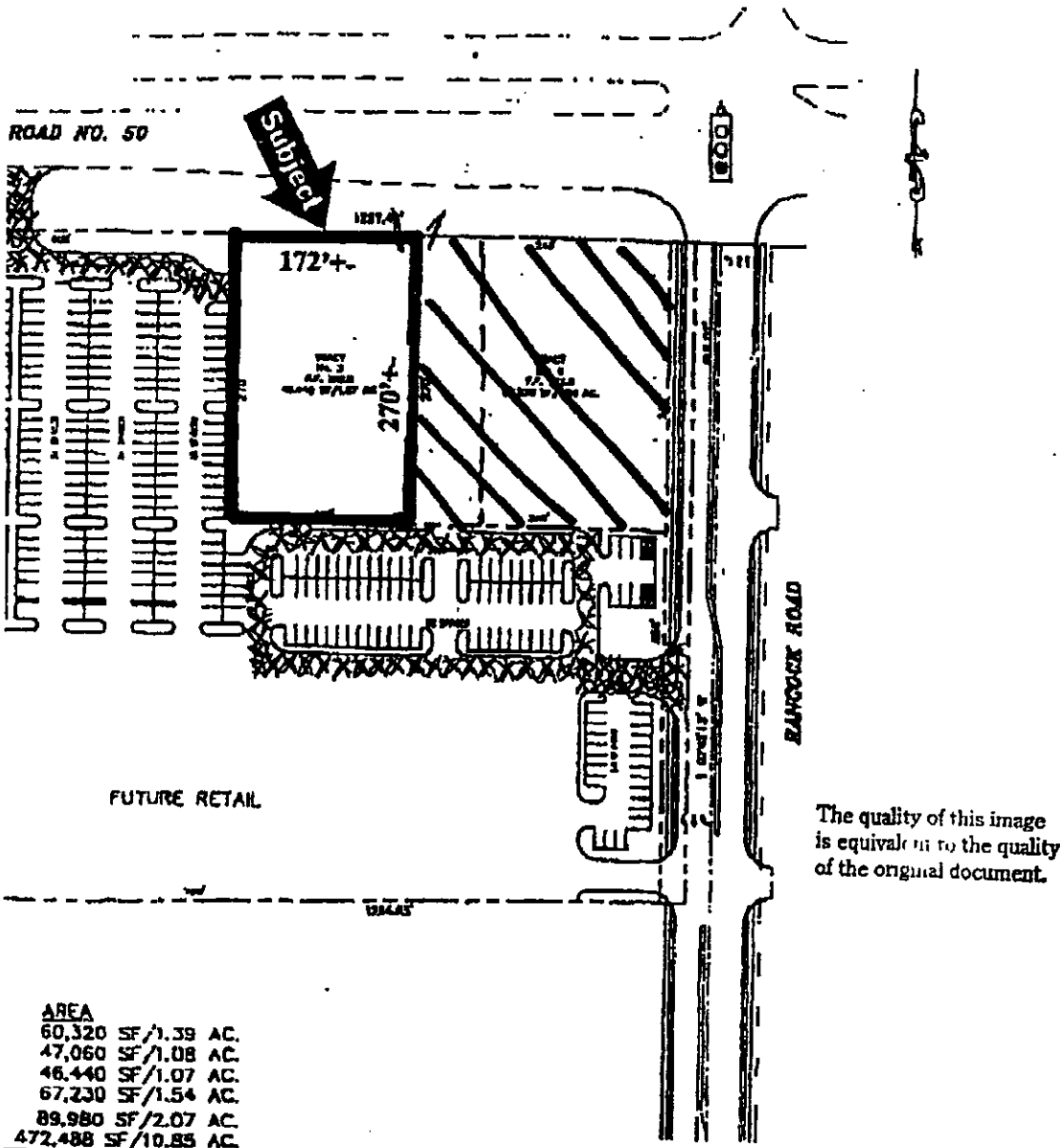


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EXHIBIT "B"  
(Page 2 of 2)

 KELLY, COLLINS & GENTRY, INC. <small>REGISTERED PROFESSIONAL ENGINEERS</small> <small>2075 W. STATE ROAD 144, SUITE 100, CLERMONT, FL 34505</small>
PREPARED FOR <b>JAYMARK BUILDERS &amp; DEVELOPERS, INC.</b>
S.W. 38 & BARCOCK RD. LAKE COUNTY, FLORIDA
<b>CONCEPTUAL PLAN</b>
SHEET <b>CP-1</b>

CLERMONT, FLORIDA



AREA	
60,320 SF	1.39 AC.
47,060 SF	1.08 AC.
46,440 SF	1.07 AC.
67,230 SF	1.54 AC.
89,980 SF	2.07 AC.
472,488 SF	10.85 AC.
763,518 SF	17.69 AC.

5 SPACES  
7 SPACES


Legend:  = Restricted Area

EXHIBIT B-1

The quality of this image is equivalent to the quality of the original document.

**KCG**  
KELLY, COLLINS & GENTRY, INC.  
100 W. UNIVERSITY BLVD. SUITE 100  
CLERMONT, FL 34501  
TEL: 352-241-1111 FAX: 352-241-1112

DATE	BY

PREPARED FOR  
**JAYMARK BUILDERS & DEVELOPERS, INC.**

SUBMITTED TO  
**BANCROFT RD.  
LAKE COUNTY,  
FLORIDA**

**CONCEPTUAL PLAN**

DATE	BY

SHEET

RETURN TO: 5486  
First American Title Ins. Co.  
25400 US 19 N, Suite 135  
Clearwater, FL 33763

cc/LL  
re

CFN 2004049938  
Bk 02548 Pgs 2041 - 2051; (11pgs)  
DATE: 04/16/2004 11:53:30 AM  
JAMES C. WATKINS, CLERK OF COURT

LAKE COUNTY  
RECORDING FEES 45.00  
TRUST FUND 6.00  
Cross Reference  
Short Form Sublease at  
Book \_\_\_\_\_, Page \_\_\_\_\_

**NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

3

**THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT** ("Agreement") entered into this 13<sup>th</sup> day of April, 2004, is made by and among **CHICK-FIL-A, INC.**, a Georgia corporation (the "Sublessee"), **COLLEGE STATION RETAIL CENTER, L.L.C.**, a Florida limited liability company (the "Ground Lessee"), and **JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership (the "Fee Owner").

**WITNESSETH:**

**WHEREAS**, Fee Owner and Ground Lessee (as successor to Mercator Properties, Inc.) entered into that certain Ground Lease dated June 4, 1997, as amended and restated by that certain Amended and Partially Restated Lease Agreement (Phase I) dated June 4, 1997 by and between Fee Owner and Ground Lessee; as further amended and restated by that certain Amended and Partially Restated Lease Agreement (Phase II) dated June 4, 1997 by and between Fee Owner and Ground Lessee (collectively, the "Ground Lease"), for certain land in Lake County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Premises"); and

**WHEREAS**, Ground Lessee has entered into a Ground Sublease dated June 6, 2003, as amended by that certain First Amendment to Ground Sublease dated April 13, 2004 (collectively, the "Sublease") with Sublessee for a portion of the Premises consisting of approximately 1.1418 acres, more particularly described on Exhibit "B" attached hereto and incorporated herein (the "Subleased Premises"); and

**WHEREAS**, Fee Owner, Ground Lessee and Sublessee desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties and other good and valuable consideration, Sublessee, Fee Owner and Ground Lessee agree as follows:

1. Consent to Sublease. Fee Owner hereby consents to the execution and delivery of the Sublease.
2. Non-Disturbance Agreement. Provided the Sublease remains in full force and effect and Sublessee is not in default under the Sublease (beyond any period given Sublessee to cure the default), then:

11 pgs  
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(a) Fee Owner shall recognize the Sublease and shall not disaffirm, cancel or terminate the Sublease even if the Ground Lease is terminated. Sublessee's right of possession to the Subleased Premises and Sublessee's other rights, duties and obligations arising out of the Sublease shall not be disturbed, modified, enlarged or otherwise affected by Fee Owner or by any person or entity which shall have acquired rights under the Ground Lease by, through or under Fee Owner. Further, Sublessee shall not be named as a party defendant in any proceedings resulting from a default of Ground Lessee under the Ground Lease nor in any other way be deprived of its rights under the Sublease.

(b) If the Ground Lease (including any renewal thereof) shall terminate before the expiration of the term of the Sublease, as the Sublease may be renewed in accordance with its terms, the Sublease, if then in existence, shall continue as a direct lease between Fee Owner as lessor, and Sublessee as lessee, in full force and effect in accordance with its terms and with the same force and effect as if Fee Owner and Sublessee had entered into a ground lease as of the date of termination of the Ground Lease, containing the same terms, covenants and conditions as those contained in the Sublease.

(c) In the event that Fee Owner exercises any of its remedies in the event of a default by Ground Lessee, as provided for in the Ground Lease, the Sublease shall not be terminated or affected by the default or action of Fee Owner or Ground Lessee or both. Sublessee covenants and agrees to attorn to Fee Owner as its new lessor if Ground Lessee's rights under the Ground Lease are terminated, and the Sublease shall continue as a direct lease between Fee Owner, as lessor, and Sublessee, as lessee, upon all of the terms, covenants, conditions and agreements set forth in the Sublease.

3. Sublessee acknowledges and agrees that, in the event of a termination of the Ground Lease as contemplated in Paragraph 2, Fee Owner shall not be:

(a) bound by any rent or additional rent which Sublessee might have paid for more than the current month to any prior sub-landlord (including Sublessee);

(b) obligated to return any security deposit or other monies of Sublessee that are held by Ground Lessee or other party except to the extent that such funds are actually received by Fee Owner; and

(c) bound by any modification of the Sublease that is not described in this Agreement or that is made without Fee Owner's prior written consent, which consent shall not be unreasonably withheld or delayed.

4. Representation of Ground Lessor and Fee Owner. Fee Owner and Ground Lessee represent and warrant that the Ground Lease is in full force and effect as of the date hereof, that there are no existing or uncured defaults by Ground Lessee under the Ground Lease and that there are no events which with the passage of time or notice, or both, would constitute a default by Ground Lessee under the Ground Lease.

5. Fee Owner. The term "Fee Owner" as used in this Agreement means only the Fee Owner for the time being of the Premises. In the event of the sale, assignment or transfer of such owner's interest in the Premises, such selling, assigning or transferring owner shall be released

and discharged from all covenants and obligations of Fee Owner thereafter accruing, but such covenants and obligations shall be binding upon each new owner of the Premises for the period of its ownership.

6. Further Assurances. The above provisions shall be self-operative and effective without execution of any further instruments on the part of any party. However, Sublessee agrees to execute and deliver to Fee Owner or to any other person to whom Sublessee agrees to attorn such other instruments as either shall reasonably request in order to confirm Sublessee's agreement.

7. Modification. This Agreement may not be modified other than by an agreement in writing signed by the parties or by their respective successors in interest.

8. Binding Effect. This Agreement shall run with the land and inure to the benefit of and be binding upon the parties and their successors and assigns.

9. Counterpart Execution. This document may be executed in one or more counterparts which, taken together, shall constitute one and the same instrument.

**[SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, Fee Owner, Ground Lessee and Sublessee have caused this Agreement to be executed and sealed the day, month and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

"GROUND LESSEE":

COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company

*Gloria J. Hall*  
Signature of Witness

GLORIA J. HALL  
Printed Name of Witness

By: *Robert M. Shakar*  
Robert M. Shakar, President

*Joanne Mohammed*  
Signature of Witness

Joanne Mohammed  
Printed Name of Witness

(SEAL)

STATE  
COUNTY

OF  
OF

FLORIDA  
LAKE

The foregoing instrument was acknowledged before me this 1st day of April, 2004, by Robert M. Shakar, as President of COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

*Gloria J. Hall*  
Notary Public Signature

GLORIA J. HALL  
(Name typed, printed or stamped)

Notary Public, State of FL

Commission No.: DD 124282

My Commission Expires: 9/15/06

GLORIA J. HALL  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD124282  
EXPIRES 09/15/2006  
BONDED THRU 1-888-NOTARY1



Signed, sealed and delivered in the presence of the following witnesses:

[Signature]  
Signature of Witness

L. B. Myers  
Printed Name of Witness

[Signature]  
Signature of Witness

Helen L. Stegman  
Printed Name of Witness

"FEE OWNER":

JOHN P. ADAMS AND ANN D. ADAMS  
FAMILY LIMITED PARTNERSHIP, a  
Florida limited partnership

By: [Signature]  
John P. Adams, General Partner

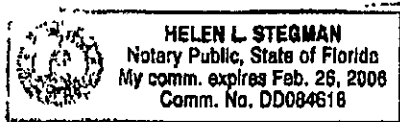
By: [Signature]  
Ann D. Adams, General Partner

(SEAL)

STATE OF Florida  
COUNTY OF Folk

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of April, 2004, by John P. Adams and Ann D. Adams, respectively as General Partners of JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP, a Florida limited partnership, on behalf of the corporation. They are personally known to me, or have produced as identification.

(NOTARY SEAL)



[Signature]  
Notary Public Signature

Helen L. Stegman  
(Name typed, printed or stamped)

Notary Public, State of Florida

Commission No.: DD084618

My Commission Expires: 02/26/2008

Signed, sealed and delivered in the presence of the following witnesses:

Traci D. Shirah  
Signature of Witness  
Traci D. Shirah  
Printed Name of Witness

Bonnie K. Jacobs  
Signature of Witness  
Bonnie K. Jacobs  
Printed Name of Witness

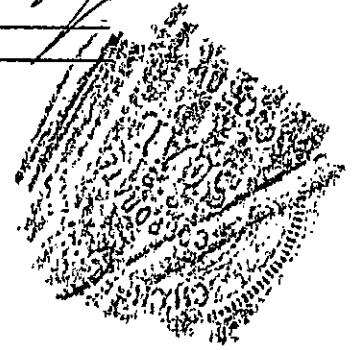
"SUBLESSEE":

CHICK-FIL-A, INC., a Georgia corporation

By: [Signature]  
Printed Name: Erwin C. Reid  
Title: Vice President

Attest: [Signature]  
Name: Bonnie Ledbetter  
Title: Asst. Secretary

(SEAL)



STATE OF Georgia  
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2004, by Erwin Reid as Vice President and by Bonnie Ledbetter as Asst. Secretary of CHICK-FIL-A, INC., a Georgia corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Cynthia S. Denny  
Notary Public Signature  
Cynthia S. Denny  
(Name typed, printed or stamped)  
Notary Public, State of Georgia  
Commission No.: \_\_\_\_\_  
My Commission Expires: 5/27/07

The quality of this image is equivalent to the quality of the original document.

**EXHIBIT "A"****THE PREMISES****(PHASE I AND PHASE II)****PHASE I DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, TOWNSHIP 22S, RANGE 26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT-OF-WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT-OF-WAY), SAID POINT BEING THE POINT OF BEGINNING.

THENCE S00°50'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 620.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, S89°32'18"W, A DISTANCE OF 425.63 FEET TO A POINT; THENCE N00°07'55"E, A DISTANCE OF 154.64 FEET TO A POINT; THENCE N08°42'51"W, A DISTANCE OF 44.08 FEET TO A POINT; THENCE N00°36'23"E, A DISTANCE OF 84.60 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5°23'15" AND A CHORD BEARING AND DISTANCE OF S75°55'25"W, 18.80 FEET) FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°50'14" AND A CHORD BEARING AND DISTANCE OF S82°08'55"W, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 153.21 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 29°34'22" AND A CHORD BEARING AND DISTANCE OF S75°49'12"W, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28°39'43" AND A CHORD BEARING AND DISTANCE OF S75°21'52"W, 19.95 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 129.43 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT

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(SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°32'21" AND A CHORD BEARING AND DISTANCE OF S45°50'12"W, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE S01°04'02"W, A DISTANCE OF 4.68 FEET TO A POINT; THENCE N88°55'58"W, A DISTANCE OF 29.95 FEET TO A POINT; THENCE S00°27'13"W, A DISTANCE OF 241.47 FEET TO A POINT; THENCE S89°32'18"W, A DISTANCE OF 332.14 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HOOK STREET CONNECTOR (60-FOOT RIGHT-OF-WAY); THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 6°16'15" AND A CHORD BEARING AND DISTANCE OF N12°00'53"W, 36.10 FEET) FOR AN ARC DISTANCE OF 36.12 FEET TO A POINT; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR THE FOLLOWING THREE COURSES AND DISTANCES: THENCE N15°09'01"W, A DISTANCE OF 105.25 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 15°45'21" AND A CHORD BEARING AND DISTANCE OF N07°16'20"W, 60.31 FEET) FOR AN ARC DISTANCE OF 60.50 FEET TO A POINT ON THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28; THENCE N00°36'20"E, ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28 AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR, A DISTANCE OF 447.23 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE LEAVING THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28 AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR, S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 396.48 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, SAID HOOK STREET CONNECTOR THE FOLLOWING THREE COURSES AND DISTANCES: THENCE N15°09'01"W, A DISTANCE OF 105.25 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 15°45'21" AND A CHORD BEARING AND DISTANCE OF N07°16'20"W, 60.31 FEET) FOR AN ARC DISTANCE OF 60.50 FEET TO A POINT ON THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28; THENCE N00°36'20"E, ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 447.23 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE LEAVING THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28, S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 396.48 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, S00°34'20"W, A DISTANCE OF 261.02 FEET TO A POINT; THENCE S89°23'37"E, A DISTANCE OF 5.03 FEET TO A POINT; THENCE S00°57'13"W, A DISTANCE OF 70.88 FEET TO A POINT; THENCE S89°33'24"E, A DISTANCE OF 360.71 FEET TO A POINT; THENCE N78°47'55"E, A DISTANCE OF 85.83 FEET TO A POINT; THENCE N00°36'23"E, A DISTANCE OF 313.14 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE S89°22'20"E,

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A LONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 427.01 FEET TO THE POINT OF BEGINNING.

AND

**PHASE II DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE NE ¼ OF SECTION 28, TOWNSHIP 22S, RANGE 26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE ¼ OF SAID SECTION 28; THENCE S 00°50'10"W ALONG THE EAST LINE OF THE NE ¼ OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE ¼ OF SAID SECTION 28, N89°22'20"W, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT-OF-WAY) AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 477.01 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, S00°36'23"W, A DISTANCE OF 62.17 FEET TO THE POINT OF BEGINNING; THENCE S00°36'23"W, A DISTANCE OF 250.97 FEET TO A POINT; THENCE S78°47'55"W, A DISTANCE OF 85.83 FEET TO A POINT; THENCE N89°33'24"W, A DISTANCE OF 360.71 FEET TO A POINT; THENCE N00°57'13"E, A DISTANCE OF 70.88 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 5.03 FEET TO A POINT; THENCE N00°34'20"E, A DISTANCE OF 187.75 FEET TO A POINT; THENCE N56°50'34"E, A DISTANCE OF 29.21 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 33°44'02" AND A CHORD BEARING AND DISTANCE OF N68°06'12"E, 29.02 FEET) FOR AN ARC DISTANCE OF 29.44 FEET TO A POINT; THENCE S89°25'24"E, A DISTANCE OF 347.09 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 50.07 FEET, A CENTRAL ANGLE OF 54°32'17" AND A CHORD BEARING AND DISTANCE OF S64°58'36"E, 45.88 FEET) FOR AN ARC DISTANCE OF 47.66 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 22°31'54" AND A CHORD BEARING AND DISTANCE OF N76°32'14"E, 9.77 FEET) FOR AN ARC DISTANCE OF 9.83 FEET TO THE POINT OF BEGINNING.

AND

A PARCEL OF LAND LOCATED IN THE NE ¼ OF SECTION 28, TOWNSHIP 22S, RANGE 26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE ¼ OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE ¼ OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE ¼ OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT-OF-WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT-OF-WAY); THENCE S00°50'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 620.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, S89°32'18"W, A DISTANCE OF 425.63 FEET TO THE POINT OF BEGINNING; THENCE S89°32'18"W, A DISTANCE OF 468.19 FEET TO A POINT; THENCE N00°27'13"E, A DISTANCE OF 241.47 FEET TO A POINT; THENCE S88°55'58"E, A DISTANCE OF 29.95 FEET TO A POINT; THENCE N1°04'02"E, A DISTANCE OF 4.68 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°32'21" AND A CHORD BEARING AND DISTANCE OF N45°50'12"E, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE S89°23'37"E, A DISTANCE OF 129.43 FEET TO A POINT; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28°39'43" AND A CHORD BEARING AND DISTANCE OF N75°21'52"E, 19.95 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 29°34'22" AND A CHORD BEARING AND DISTANCE OF N75°49'12"E, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT; THENCE S89°23'37"E, A DISTANCE OF 153.21 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°50'14" AND A CHORD BEARING AND DISTANCE OF N82°08'55"E, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5°23'15" AND A CHORD BEARING AND DISTANCE OF N75°55'25"E, 18.80 FEET) FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF NON-TANGENCY; THENCE S00°36'23"W, A DISTANCE OF 84.60 FEET TO A POINT; THENCE S08°42'51"E, A DISTANCE OF 44.08 FEET TO A POINT; THENCE S00°07'55"W, A DISTANCE OF 154.64 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "B"****THE SUBLEASED PREMISES**

A portion of Tract 17, Lake Highlands Company, as recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida; being more particularity described as follows:

Commence at the intersection of the West right of way line of Hancock Road, a 50' right of way, and the South right of way line of State Road 50, a 207.00 foot right of way; run thence North 89° 31' 32" West along said South right of way line, a distance of 250.00 feet to the Point of Beginning; thence South 00° 28' 28" West a distance of 281.00 feet; thence North 89° 31' 49" West a distance of 177.00 feet; thence North 00° 28' 28" East a distance of 281.00 feet to a point on said South right of way line of State Road 50 which is South 89° 31' 32" East a distance of 845.48 feet from the West line of Tract 18; thence South 89° 31' 32" East, along said South right of way line, a distance of 177.00 feet to the Point of Beginning.

Contains 49,736 square feet or 1.1418 acres more or less.

As shown on that certain ALTA/ACSM Land Title Survey prepared by Frank A. Raymond, PLS No. 4007 of Accuright Surveys of Orlando Inc., dated October 21, 2002, last revised September 9, 2003.

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**WHEREAS**, the Lease provides that the Lease shall become subject and subordinate to the lien of a mortgage placed upon Landlord's interest in the Leased Premises if and when a non-disturbance agreement is entered into with respect to such mortgage; and

**WHEREAS**, the parties hereto desire to effect the subordination of the Lease to the lien of the Mortgage and to provide for the non-disturbance of Tenant by Mortgagee.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Mortgagee hereby consents to and approves the Lease.
3. Tenant covenants and agrees with Mortgagee that the Lease is hereby made and shall continue hereafter to be subject and subordinate to the lien of the Mortgage, (as same may be modified and extended) subject to the provisions of this Agreement.
4. Tenant certifies that the Lease is presently in full force and effect.
5. Mortgagee agrees that so long as the Lease shall be in full force and effect and Tenant is not in default thereunder beyond any applicable cure period:

(a) except as required by applicable law governing foreclosures and/or sales pursuant to power of sale, Tenant shall not be named or joined as a party defendant or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the bond or note or other obligation secured thereby.

(b) the possession by Tenant of the Leased Premises and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise adversely affected by (i) any suit, action or proceeding upon the Mortgage or the bond or note or other obligation secured thereby, or for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage or any other documents held by Mortgagee, or by any judicial sale or execution or other sale of the Mortgaged Property, or by any deed given to Mortgagee by any other documents or as a matter of law, or (ii) any default under the Mortgage or the bond or note or other obligation secured thereby.

6. Mortgagee hereby acknowledges and agrees that all fixtures and equipment whether owned by Tenant or any subtenant or leased by Tenant and installed in or on the Leased Premises, regardless of the manner or mode of attachment, shall be and remain the property of Tenant and may, subject to the provision of the Lease, be removed by Tenant at any time. In no event (including a default under the Lease or Mortgage) shall Mortgagee have any liens, rights or claims in Tenant's fixtures and equipment, whether or not all or any part thereof shall be deemed

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- 2 -

fixtures; and Mortgagee expressly waives all rights of levy, distraint, or execution with respect to said fixtures and equipment arising out of the Mortgage.

7. If Mortgagee shall become the owner of the Mortgaged Property by reason of foreclosure of the Mortgage or otherwise, or if the Mortgaged Property shall be sold as a result of any action or proceeding to foreclose the Mortgage or by a deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant, as Tenant thereunder, and the then owner of the Mortgaged Property, as Landlord thereunder, upon all of the same terms, covenants and provisions contained in the Lease, and in such event:

(a) Tenant shall be bound to Mortgagee or to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the option periods, if Tenant elects or has elected to exercise its options to extend the term) and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as Landlord under the Lease; and

(b) If Tenant is not in default under the Lease beyond any applicable cure period, such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the option periods, if Tenant elects or has elected to exercise its options to extend the term) which terms, covenants and provisions such new owner hereby agrees to assume and perform, provided, however, that Mortgagee or any successor or assignee of Mortgagee shall not (i) be bound by any prepayment of rent or additional rent, unless received and receipted for by Mortgagee or its successor or assignee; (ii) be personally liable under the Lease, and Mortgagee's or its successor's or assignee's liability under the Lease shall be limited to the interest of Mortgagee or its successor or assignee in the Premises; (iii) be liable for any act or omission of any prior landlord under the Lease, including, without limitation, Landlord, except for any continuing act or omission of which Mortgagee had notice and failed to cure; (iv) be subject to any offsets or defenses which Tenant may have against any prior landlord under the Lease, including Landlord, except for any offsets or defenses related to any continuing act or omission of which Mortgagee had notice and failed to cure; (v) except as provided in Section 10 below, be bound by any amendment, modification or termination of the Lease (other than a termination of the Lease by Tenant pursuant to the express terms of the Lease) made without Mortgagee's prior written consent.

8. Tenant, Landlord and Mortgagee acknowledge and agree that upon written instruction to Tenant from Landlord instructing Tenant to make all rent and other payments due and to become due to Landlord under the Lease directly to Mortgagee, Tenant agrees to follow such direction until further written notice from Mortgagee, and Landlord and Mortgagee hereby expressly agree that any such payment shall discharge any obligation of Tenant to Landlord under the Lease to the extent of such payment; provided, however, that the foregoing shall have no effect on Tenant's rights to any offsets to or deductions from any Rent (including Percentage Rent) under the Lease, nor any effect on Landlord's obligations under the Lease.

9. Tenant shall give Mortgagee written notice of any default by Landlord under the Lease. Mortgagee shall have the same period of time provided Landlord under the Lease within which to cure such default.

10. Landlord and Tenant may, from time to time, modify or amend the Lease without Mortgagee's consent, provided such modifications or amendments do not result in the reduction of the Rent payable thereunder; any such modifications having such result and made without Mortgagee's written consent shall be void and of no force or effect as between Mortgagee and Tenant.

11. Tenant shall not pay an installment of rent more than thirty (30) days prior to the due date.

12. Any notices or communications given under this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, (a) if to Mortgagee, at the address of Mortgagee as hereinabove set forth or at such other address as Mortgagee may designate by notice, or (b) if to Tenant, attention of the Legal Department of Tenant, at the address of Tenant as hereinabove set forth, or at such other address as Tenant may designate by notice.

13. This Agreement may be executed in one or more counterparts, or by the parties executing separate counterpart signature pages, including facsimiles transmitted by telecopier, all of which shall be deemed to be original counterparts of this Agreement.

14. This Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, personal representatives, successors and assigns.

15. This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or canceled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

16. This Agreement and the covenants herein contained are intended to run with and bind all lands affected thereby.

[Signatures begin on next page]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

Carol Grotzky  
Signature of Witness  
Carol Grotzky  
Printed Name of Witness

Burl E. Turner  
Signature of Witness  
BURL E. TURNER  
Printed Name of Witness

"MORTGAGEE":

SOUTHTRUST BANK, an Alabama state banking corporation


By: Matthew K. Mains  
Printed Name: Matthew K. Mains  
Title: Group Vice President

(SEAL)

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 10th day of March, 2004, by Matthew Mains, as Group Vice Pres. of SOUTHTRUST BANK, an Alabama state banking corporation, on behalf of the corporation. He (She) is personally known to me or, has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

 Margaret Neal  
My Commission DD043707  
Expires July 22, 2005

Margaret Neal  
Notary Public Signature  
Margaret Neal  
(Name typed, printed or stamped)  
Notary Public, State of Florida  
Commission No.: DD043707  
My Commission Expires: 7/22/05

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- 5 -

Signed, sealed and delivered in the presence of the following witnesses:

Gloria J. Hall  
Signature of Witness  
Gloria J. Hall  
Printed Name of Witness

Joanne Mohammed  
Signature of Witness  
Joanne Mohammed  
Printed Name of Witness

"LANDLORD":

"COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company

By: Robert M. Shakar  
Robert M. Shakar, President

(SEAL)

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 8th day of MARCH, 2004, by Robert M. Shakar, as President of COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

GLORIA J. HALL  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # 00124252  
EXPIRES 09/15/2006  
BONDED THRU 1-888-NOTARY1

Gloria J. Hall  
Notary Public Signature

GLORIA J. HALL  
(Name typed, printed or stamped)  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered in the presence of the following witnesses:

Bonnie K. Jacobs  
Signature of Witness  
Bonnie K. Jacobs  
Printed Name of Witness

Julie R. Harkins  
Signature of Witness  
Julie R. Harkins  
Printed Name of Witness

"TENANT":

"CHICK-FIL-A, INC., a Georgia corporation

By: [Signature]  
Printed Name: Steve A. Robinson  
Title: Sr. Vice President

By: [Signature]  
ATTEST:  
Printed Name: James B. McCabe  
Title: Sr. Vice President

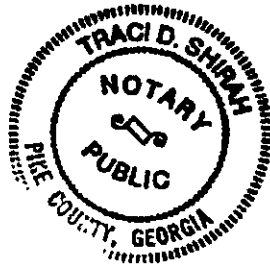
(SEAL)



STATE OF Georgia  
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 3rd day of March, 2004, by Steve A. Robinson, as Sr. Vice President and James B. McCabe, as Sr. Vice President of CHICK-FIL-A, INC., a Georgia corporation, on behalf of the corporation. They are personally known to me or have produced ~~\_\_\_\_\_~~ as identification.

(NOTARY SEAL)



Traci D. Shirah  
Notary Public Signature

Traci D. Shirah  
(Name typed, printed or stamped)  
Notary Public, State of Georgia  
Commission No.: \_\_\_\_\_  
My Commission Expires: 02/5/06

Notary Public, Pike County, Georgia  
My Commission Expires Feb. 5, 2006

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-7-



3. **Successors and Assigns.** All easements contained herein shall be non-exclusive, run and be appurtenant to the lands herein described, and shall run with said lands during the term of this Agreement and be binding upon and inure to the benefit of and be enforceable by the parties hereto and the successors and assigns of the parties hereto. The rights and obligations of the parties hereunder shall run with and be appurtenant to the lands described herein during the term of this Agreement and be binding upon and inure to the benefit of and be enforceable by the parties hereto and the successors and assigns of the parties hereto.

4. **Duration.** This Agreement shall expire on May 31, 2059, unless the same is extended by the then fee owner of the Easement Area by written instrument recorded in the Public Records of Lake County, Florida.

5. **Entire Agreement.** This Agreement may not be amended, waived or discharged, except by instrument in writing executed by all parties hereto.

6. **No Partnership.** The parties agree that this Agreement shall not be construed as the creation of a partnership or any other agreement or understanding with respect to the use of the aforesaid easement, except as set forth above.

7. **Governing Law.** This Agreement and the provisions contained herein shall be construed and interpreted in accordance with and controlled and governed by the laws of the State of Florida.

8. **Recordation.** College Station Retail Center, LLC agrees to bear all costs associated with recording this Agreement in the Public Records of Lake County, Florida, and agrees to deliver a recorded copy of the same to Grantee.

[SIGNATURES BEGIN ON NEXT PAGE]



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

"GRANTOR":

COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company

Gretchen Zagame  
Signature of Witness

Gretchen Zagame  
Printed Name of Witness

Gloria J. Hall  
Signature of Witness

GLORIA J. HALL  
Printed Name of Witness

By: Robert M. Shakar  
Robert M. Shakar, President

(SEAL)

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 14th day of September, 2004, by Robert M. Shakar, as President of COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company, on behalf of the Company. He is personally known to me or has produced a \_\_\_\_\_ as identification.

(NOTARY SEAL)

Gloria J. Hall  
Notary Public Signature

GLORIA J. HALL  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # 00124282  
EXPIRES 09/15/2008  
BONDED THRU 1-888-NOTARY1

GLORIA J. HALL  
NOTARY PUBLIC - STATE OF FLORIDA  
(Name typed, printed or stamped) # 00124282  
Notary Public, State of FLORIDA  
Commission No.:  
My Commission Expires:

0139030\087798\726537A

EXHIBIT "A"

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 27; THENCE S0°50'10"W, ALONG THE WEST LINE OF THE NW 1/4 OF SAID SECTION 27, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE WEST LINE OF THE NW 1/4 OF SAID SECTION 27, T22S, R26E, LAKE COUNTY, FLORIDA, N89°22'20"W, A DISTANCE OF 23.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY). SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, S0°50'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (58-FOOT RIGHT OF WAY), A DISTANCE OF 5.00 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, N89°22'20"W, A DISTANCE OF 1297.96 FEET TO A POINT; THENCE N0°36'20"W A DISTANCE OF 5.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 1297.98 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS (0.1490 ACRES) OF LAND, MORE OR LESS.


NOTES

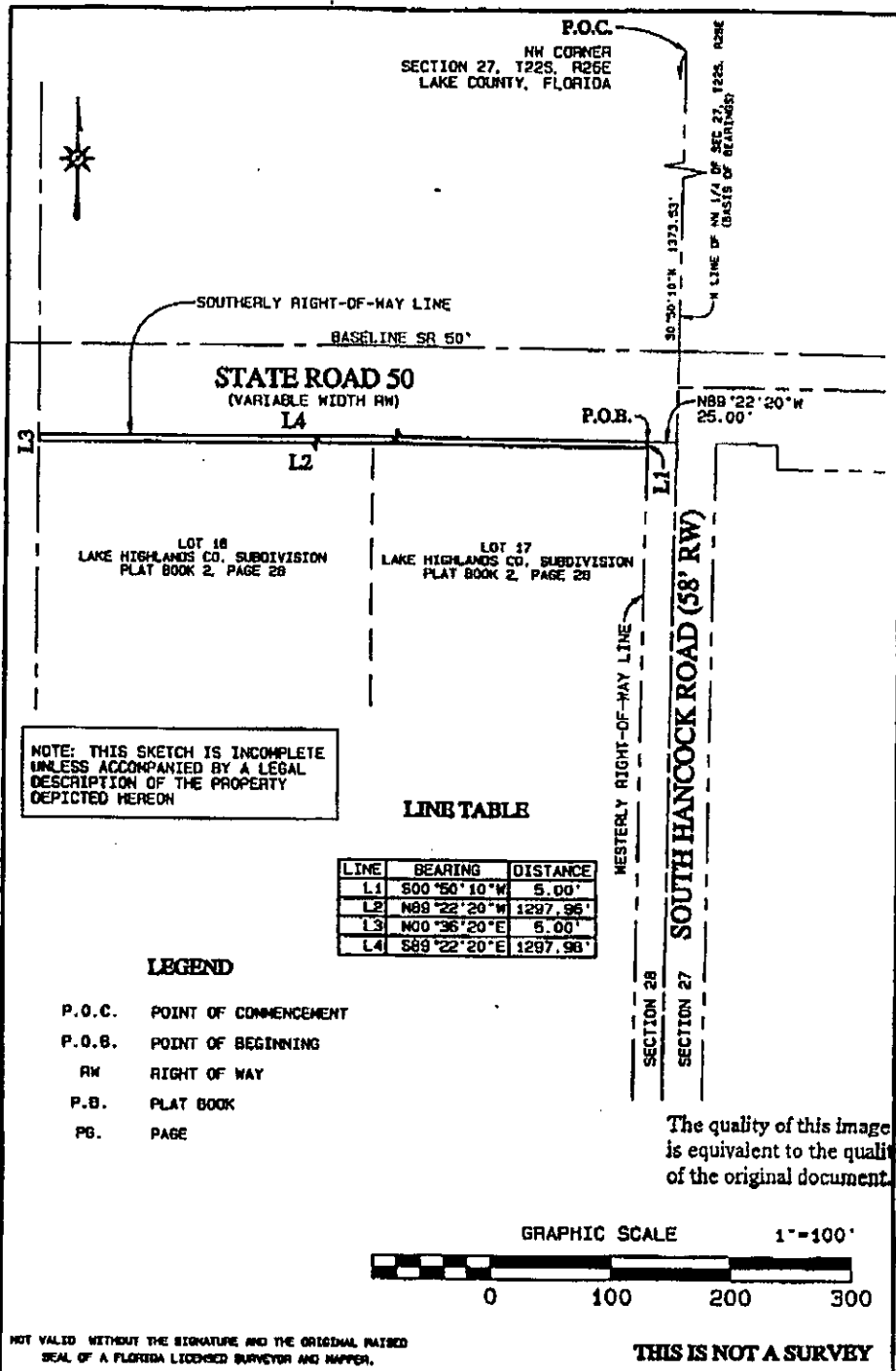
1. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO DESCRIBE A PROPOSED 5' SIDEWALK EASEMENT ON THE SOUTH SIDE OF SR 50.
2. THE BASIS OF BEARINGS FOR THIS SKETCH OF DESCRIPTION IS THE WEST LINE OF THE NW 1/4 OF SECTION 27, T22S, R26E, LAKE COUNTY, FLORIDA, WHICH IS ASSUMED TO BEAR S0°50'10"W.
3. THIS LEGAL DESCRIPTION IS INCOMPLETE UNLESS ACCOMPANIED BY A SKETCH OF THE PROPERTY DESCRIBED HEREIN.

The quality of this image is equivalent to the quality of the original document.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A SURVEY

 <p><b>LEADING EDGE</b> <b>LAND SERVICES</b> INCORPORATED</p> <p>2001 GRAND NATIONAL DRIVE SUITE 342 ORLANDO, FLORIDA 32819 PHONE (407) 281-8730 FAX (407) 281-9891 E-MAIL: survey@leadingedge18.com</p> <p>FLORIDA LICENSED BUSINESS NUMBER LB 8646</p>	<p>SKETCH OF DESCRIPTION FOR PESCO ASSOCIATES LLC</p>	<p>DATE OF GRADING: 11 AUG 2004</p> <p>DRAWER: CJR      CAD: AMJ</p> <p>PROJECT NUMBER: 187-03001</p>
	<p><b>SURVEYOR'S CERTIFICATION</b></p> <p>I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER NUMBER 8445, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN COMPLIANCE WITH FLORIDA MINIMUM TECHNICAL STANDARDS AS DEFINED IN FLORIDA ADMINISTRATIVE CODE.</p> <p>CHRISTOPHER J STELLY, PSN PROFESSIONAL SURVEYOR AND MAPPER NUMBER 8445</p>	<p>FIELD BOOK NUMBER:</p> <p>LAST FIELD WORK:</p> <p>CREW CHIEF(S):</p> <p>COMPUTER FILE: 1870018E1T.P01</p> <p>SCALE: 1" = 100'    SHEET 1 OF 2</p>



<p><b>LEADING EDGE LAND SERVICES</b> INCORPORATED 7051 GRAND NATIONAL DRIVE SUITE 112 ORLANDO, FLORIDA 32818 PHONE: (407) 351-8730 FAX: (407) 351-9801 E-MAIL: survey@leadingedge30.com FLORIDA LICENSED BUSINESS NUMBER LB 0845</p>	<p>SKETCH OF DESCRIPTION FOR <b>FRESCO ASSOCIATES LLC</b></p>	<p>DATE OF DRAWING: 11 AUG 2004</p> <p>MANAGER: CJS CAD: AMJ</p> <p>PROJECT NUMBER: 197-03001</p>	
	<p><b>SURVEYOR'S CERTIFICATION</b></p> <p>I, THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER NUMBER 6445, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN COMPLIANCE WITH FLORIDA REGULATORY TECHNICAL STANDARDS AS DEFINED IN FLORIDA ADMINISTRATIVE CODE.</p>		
	<p><b>CHRISTOPHER J STELLY, PSM</b> PROFESSIONAL SURVEYOR AND MAPPER NUMBER 6445</p>		<p>FIELD BOOK NUMBER:</p> <p>LAST FIELD WORK:</p> <p>CHEK CHECK DS:</p> <p>COMPUTER FILE: 197001ESMT.PFD</p> <p>SCALE: 1" = 100' SHEET 2 OF 2</p>
	<p>FLORIDA LICENSED BUSINESS NUMBER LB 0845</p>		

19.20



CFN 2005103862  
Bk 02883 Pgs 0395 - 396; (2pgs)  
DATE: 07/08/2005 03:11:04 PM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 18.58  
DEED DOC 0.78

# DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors, lessees, and assigns ("GRANTOR"), in consideration of the mutual benefits, covenants and conditions herein contained, did grant and convey to FLORIDA POWER CORPORATION doing business as PROGRESS ENERGY FLORIDA, INC., a Florida corporation ("GRANTEE"), Post Office Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric energy and service and communication systems, whether to telecommunication providers or other customers by GRANTEE or others, said facilities being located in the following described "Easement Area" within GRANTOR'S premises in Lake County, to wit:

A 15 foot wide Easement Area defined as lying 7.5 feet on each side of GRANTEE's facilities to be installed at mutually agreeable locations over, across and through the following described property to accommodate present and future development

Tracts 17 and 18, LAKE HIGHLANDS COMPANY, as recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida.

This easement will be replaced with a Descriptive Easement, 7.5 feet on either side of all facilities installed by GRANTEE, as will be shown on a certified surveyed sketch of description to be provided by GRANTOR within sixty (60) days after the installation of facilities by GRANTEE. If the sketch of description is not provided by GRANTOR within sixty (60) days after completion of installation, GRANTEE will record this easement.

Tax Parcel Number: 09-22-26-120501-700001

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; further GRANTEE hereby agrees to restore the Easement Area to as near as practicable the condition which existed prior to such construction, repairs, alteration, replacement, relocation or removal as a result of GRANTEE's safe and efficient installation, operation or maintenance of said facilities; (b) the reasonable right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the reasonable right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the reasonable right for GRANTEE to trim or remove any timber adjacent to, but outside the Easement Area which, in the reasonable opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above. The rights and easement herein granted are non-exclusive as to entities not engaged in the provision of electric energy and service and GRANTOR reserves the right to grant rights to others affecting said easement area provided that such rights do not create and unsafe condition or unreasonably conflict with the rights granted to GRANTEE herein.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If the fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. This legal description was provided by GRANTOR. In the event facilities are located outside of this legal description, GRANTOR shall pay for any relocation costs necessary or shall amend this legal description to cover the actual facilities.

College Station Center - State Road 50

This document prepared by Marva Taylor  
Return to Progress Energy Florida, Inc.: 3250 Bonnet Creek Road, Post Office Box 10,000, Lake Buena Vista, Florida 32830

Florida Power Corp  
3300 Exchange Pl  
Lake Mary, FL 32746

SEC. 28  
TWP. 22  
RGE. 26  
COUNTY LAKE  
GRANTOR  
ADAMS, JOHN P. & ANN D. FAMILY LIMITED PARTNERSHIP  
PROJECT  
1141830



GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

GRANTEE agrees to indemnify and hold GRANTOR harmless for, from and against any and all losses, claims or damages incurred by GRANTOR arising directly from GRANTEE's negligence or failure to exercise reasonable care in the construction, reconstruction, operation or maintenance of GRANTEE's facilities located on the above described easement.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has caused this easement to be signed in its corporate name by its proper officers thereto duly authorized and its official corporate seal to be hereunto affixed and attested this 29th day of April, 2004.

GRANTOR:

John P. & Ann D. Adams Family Limited Partnership

Name of Corporation

*[Signature]*  
JOHN P. ADAMS, General Partner

ANN D. ADAMS, General Partner

ATTEST:

Secretary

Printed or Type Name

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Signature of First Witness

Corneal B. Myers

Print or Type Name of First Witness

Signature of Second Witness

Helen L. Stegman

Print or Type Name of Second Witness

Grantor(s) mailing address:

2500 Dundee Road

Lake Wales, FL 33884

State of FLORIDA )  
County of POLK ) ss

The foregoing Easement was acknowledged before me this 29th day of April, 2004, by JOHN P. A DAMS and ANN D. ADAMS, as General Partners of JOHN P. ADAMS AND ANN D. ADAMS FAMILY LIMITED PARTNERSHIP, a Florida Limited Partnership, on behalf of the ~~corporation~~ who are personally known to me or who have produced as-identification and who did not take an oath.

CORPORATE SEAL

NOTARY SEAL



*[Signature]*  
Name: HELEN L. STEGMAN  
Notary Public  
Social Number: Commission No. DD084618  
My Commission Expires February 26, 2006

CFN 2005113058  
Bk 02897 Pgs 2251 - 2252; (2pgs)  
DATE: 07/25/2005 10:59:15 AM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 18.50

**MEMORANDUM OF LEASE**

Pursuant to R 14 of the Lease

This is a Memorandum of Lease for the Lease executed on 9/15/2004, between **Subway Real Estate Corp.** a corporation organized under the laws of the State of Delaware, having its principal office at 325 Bic Drive, Milford, CT 06460, hereinafter called "the Tenant," and **College Station Retail Center, L.L.C.**, having its principal office at: **232 Mohawk Road, Clermont, FL 34711** hereinafter called "the Landlord."

For the purpose of this document and/or the Lease, as well as any exhibits/schedules executed by the Landlord and Tenant, if applicable, the terms "Landlord" and "Lessor" or "Tenant" and "Lessee" as used shall be deemed synonymous.

The Landlord leases to the Tenant the premises as described in the Lease:

1. Premises:

Store Number: **34365** approximately: **1600** Square Feet.

Located at: **College Station Retail Center, Clermont, FL, 34711**

State of: **FL** County of: **LAKE**

2. Term:

The Lease is for a term of **5 years** to commence on **11/1/2004** and terminate on **10/31/2009**.

3. Renewal (Option) Periods:

The Tenant shall have the right to renew this lease for: **3 - 5 year** option(s)

Within ten (10) days of the expiration or earlier termination of this lease, Tenant, upon Landlord's request, shall deliver to Landlord an executed Memorandum of Termination of Lease.

Landlord and Tenant agree that any conflict between the terms of the Master Lease and the provisions of this Memorandum of Lease shall be resolved in favor of this Memorandum of Lease.

Prepared by, and return to:  
Subway Real Estate Corp.  
R. Asper, Lease Recording  
325 Bic Drive ~ Milford, CT 06460  
800-888-4848, Ext. 1435

*E*  
*Doctor's Associates Inc*

In Witness Whereof the "Tenant" has hereunto executed this document this 11th day of July 2005.

Tenant: Subway Real Estate Corp.

[Signature]  
John C. Devine, Its: President

[Signature]  
Witness

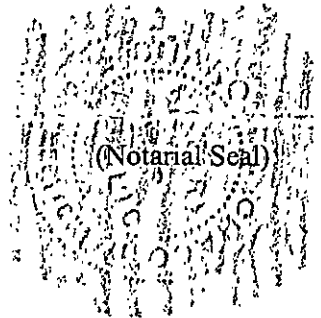
[Signature]  
Witness

Jeanette Call  
Print

[Signature]  
Print

STATE OF CONNECTICUT  
COUNTY OF NEW HAVEN

On this the 11th day of July in the Year 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared John C. Devine, President of Subway Real Estate Corp., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



[Signature]  
Notary Public

My Commission expires 4/30/07

Return recorded document to:  
Gloria J. Hall  
Presco Associates, LLC  
232 Mohawk Rd.  
Clermont, FL 34711

170001 20050726 031941 PM 02899 1244 6

CFN 2005114142  
Bk 02899 Pgs 1244 - 1249; (6pgs)  
DATE: 07/26/2005 03:19:41 PM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 52.50

**EXHIBIT D**

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE between, executed as of the 14 day of JULY, 2005, by COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company, whose address is 232 Mohawk Road, Clermont, Florida 34711 (the "Landlord"), and G-UNIT, INC., whose address is 824 Cumberland Circle, Clermont, Florida 34711 (the "Tenant").

**WITNESSETH:**

THAT, Landlord and Tenant have heretofore entered into a certain Shopping Center Space Lease dated March 29, 2004 (the "Lease") covering certain premises (the "Premises") consisting of retail floor space within the interior of a particular commercial shopping center building (the "Center Main Building") located within a commercial shopping center to be known/generally known and operated under the name "College Station Retail Center" (the "Center") which is being/has been constructed upon certain real property situate in the City of Clermont, County of Lake, State of Florida, more particularly described on Exhibit A attached hereto (the "Center Property"), and

WHEREAS, Landlord has now delivered the Premises to Tenant and Tenant has accepted the Premises from Landlord, and

WHEREAS, it is the desire of both or Landlord and Tenant to reduce to writing the Commencement Date and Termination Date (as those terms are defined in the Lease) of the Lease and to set forth certain other pertinent data with respect thereto,

NOW THEREFORE, with respect to the Lease, Landlord and Tenant hereby acknowledge and agree as follows:

1. Term. That the term of the Lease is for five years from the Commencement Date.
2. Commencement Date and Termination Date. That the Commencement Date (as defined in the Lease) of the Lease is hereby established as July 1, 2005 and that the Termination Date (as defined in the Lease) of the Lease is hereby established as June 30, 2010.
3. Premises Square Footage. That the dimensions of the Premises have, been determined to be 20 feet in width and 70 feet in depth and, accordingly, for all purposes of the Lease, the total number of square feet of floor space within the Premises is hereby agreed to be 1,400 square feet.



4. Tenant's Proportionate Share. That Tenant's Proportionate Share (as defined in the Lease) has been determined to be 4.67 percent (4.67%). This percentage will change as new buildings are brought on line in the shopping center.

5. Work Completed. That Landlord has completed Landlord's Work (as defined in the Lease) to the satisfaction of Tenant and Tenant has completed Tenant's Work (as defined in the Lease) to the satisfaction of Landlord.

6. Possession. That Landlord has delivered possession of the Premises to Tenant and Tenant has accepted delivery and taken possession of the Premises from Landlord in the "as is" condition of the Premises on the Commencement Date.

7. Liens on Landlord's Interest Prohibited. By the terms of the Lease, Landlord's interest in the Premises may not be subjected to liens of any nature by reason of Tenant's construction, alteration, repair, restoration, replacement or reconstruction of any improvements on or in the Premises, including those arising in connection with or as an incident to the construction of Tenant's Work, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, mechanics' and materialmen's liens. Accordingly, all persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets (including Landlord's interest in the Premises or the Center) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, repair, restoration, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right or authority to subject Landlord's interest in the Premises, the Center Main Building or the Center to any mechanic's or materialmen's lien or claim of lien.

8. Subordination, Attornment and Non-Disturbance. The Lease specifically provides that the Lease and Tenant's leasehold interest in and to the Premises are junior, inferior, subordinate and subject in all respects to any mortgage or mortgages now or hereafter in force and effect upon or encumbering any or all, or any combination, of the Premises, the Center Main Building, the Common Property and the Center Property or any parts thereof and that Tenant shall, and has agreed to, attorn to any successor of the interest of Landlord under the Lease, including the purchaser at any foreclosure sale occasioned by the foreclosure of any such mortgage or mortgages, for the balance of the term of the Lease remaining at the time of the succession of such interest to such successor. The Lease also provides that, subject to the satisfaction and fulfillment of certain conditions specified therein, Tenant's possession of the Premises shall not in any way be disturbed by the enforcement of any rights given to the holder or holders of any such mortgage or mortgages encumbering any or all, or any combination, of the Premises, the Center Main Building, the Common Property and the Center Property or any parts thereof.

The provisions of this Paragraph 8 constitute only a general description of the content of the Lease with respect to matters of subordination, attornment and non-disturbance and, accordingly, third parties are advised that the provisions of the Lease

itself shall be controlling with respect to all such matters of subordination, attornment and non-disturbance.

9. Inconsistent Provisions. In the event of any discrepancy between the provisions of the Lease and this Memorandum of Lease, the provisions of the Lease shall take precedence and prevail over the provisions of this Memorandum of Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed on or as of the day and year first-above written.

"LANDLORD"

**COLLEGE STATION RETAIL  
CENTER, L.L.C.**, a Florida limited liability  
company

By: Robert M. Shakar  
Robert M. Shakar, President

(CORPORATE SEAL)

"TENANT"

**G-UNIT, INC.**

By: Charles A. Gari  
Name: Charles A. GARI  
Title: President

(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF LAKE

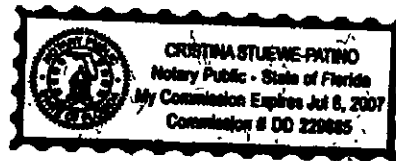
The foregoing instrument was acknowledged before me this 11th day of JULY, 2005, by Robert M. Shakar, as President of COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

GLORIA J. HALL  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD124282  
EXPIRES 09/15/2008  
BONDED THRU 1-500-NOTARY1

Gloria J. Hall  
Notary Public  
Name: Gloria J. Hall  
Serial No. DD 124282  
My Commission Expires: 9/15/06

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 11 day of July, 2005, by Charles A. Gari, as \_\_\_\_\_ of G-UNIT, INC., a \_\_\_\_\_, on behalf of the \_\_\_\_\_ . He/She is personally known to me or has produced FLDLG600-141-61-103-0 as identification and did not take an oath.



Cristina Stuewe Patino  
Notary Public  
Name: Cristina Stuewe Patino  
Serial No. DD 229885  
My Commission Expires: July 8 2007

EXHIBIT "A"

SKETCH OF DESCRIPTION  
PHASE 1  
CLERMONT COLLEGE STATION CENTER

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°50'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 620.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, S89°32'18"W, A DISTANCE OF 425.63 FEET TO A POINT; THENCE N00°07'55"E, A DISTANCE OF 154.64 FEET TO A POINT; THENCE N08°42'51"W, A DISTANCE OF 44.08 FEET TO A POINT; THENCE N00°36'23"E, A DISTANCE OF 84.60 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5°23'15" AND A CHORD BEARING AND DISTANCE OF S75°55'25"W, 18.80 FEET) FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°50'14" AND A CHORD BEARING AND DISTANCE OF S82°08'55"W, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 153.21 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 29°34'22" AND A CHORD BEARING AND DISTANCE OF S75°49'12"W, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28°39'43" AND A CHORD BEARING AND DISTANCE OF S75°21'52"W, 19.95 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 129.43 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°32'21" AND A CHORD BEARING AND DISTANCE OF S45°50'12"W, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE S01°04'02"W, A DISTANCE OF 4.68 FEET TO A POINT; THENCE N88°55'58"W, A DISTANCE OF 29.95 FEET TO A POINT; THENCE S00°27'13"W, A DISTANCE OF 241.47 FEET TO A POINT; THENCE S89°32'18"W, A DISTANCE OF 332.14 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HOOK STREET CONNECTOR (60-FOOT RIGHT OF WAY); THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 6°16'15" AND A CHORD BEARING AND DISTANCE OF N12°00'53"W, 36.10 FEET) FOR AN ARC DISTANCE OF 36.12 FEET TO A POINT; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR THE FOLLOWING THREE COURSES AND DISTANCES: THENCE N15°09'01"W, A DISTANCE OF 105.25 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 15°45'21" AND A CHORD BEARING AND DISTANCE OF N07°16'20"W, 60.31 FEET) FOR AN ARC DISTANCE OF 60.50 FEET TO A POINT ON THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28; THENCE N00°36'20"E, ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28 AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR, A DISTANCE OF 447.23 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE LEAVING THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28 AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR, S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 396.48 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50,

LEGAL DESCRIPTION, CONTINUED

S00°34'20"W, A DISTANCE OF 261.02 FEET TO A POINT; THENCE  
S89°23'37"E, A DISTANCE OF 5.03 FEET TO A POINT; THENCE  
S00°57'13"W, A DISTANCE OF 70.88 FEET TO A POINT; THENCE  
S89°33'24"E, A DISTANCE OF 360.71 FEET TO A POINT; THENCE  
N78°47'55"E, A DISTANCE OF 85.83 FEET TO A POINT; THENCE  
N00°36'23"E, A DISTANCE OF 313.14 FEET TO A POINT ON THE  
SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE  
S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE  
ROAD 50, A DISTANCE OF 427.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12.1285 ACRES OF LAND, MORE OR LESS.

AND COMMON AREA #3, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E,  
LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION  
28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID  
SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING  
THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A  
DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE  
SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH  
RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK  
ROAD (100-FOOT RIGHT OF WAY); THENCE N89°22'20"W, ALONG THE  
SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50 A DISTANCE OF  
427.01 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50,  
S00°36'23"W, A DISTANCE OF 62.17 FEET TO A POINT; THENCE  
SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT  
(SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF  
22°31'54" AND A CHORD BEARING AND DISTANCE OF S76°32'14"W, 9.77  
FEET) FOR AN ARC DISTANCE OF 9.83 FEET TO A POINT; THENCE  
NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE  
HAVING A RADIUS OF 50.07 FEET, A CENTRAL ANGLE OF 54°32'17" AND A  
CHORD BEARING AND DISTANCE OF N64°58'36"W, 45.88 FEET) FOR AN ARC  
DISTANCE OF 47.66 FEET TO A POINT; THENCE N89°25'24"W, A DISTANCE  
OF 347.09 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF  
A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 50.00 FEET, A  
CENTRAL ANGLE OF 33°44'02" AND A CHORD BEARING AND DISTANCE OF  
S68°06'12"W, 29.02 FEET) FOR AN ARC DISTANCE OF 29.44 FEET TO A  
POINT; THENCE S56°50'34"W, A DISTANCE OF 29.21 FEET TO A POINT;  
THENCE N00°34'20"E, A DISTANCE OF 73.27 FEET TO A POINT ON THE  
SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE  
S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE  
ROAD 50, A DISTANCE OF 449.48 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 21592 SQUARE FEET (0.4942 ACRES) OF LAND,  
MORE OR LESS.

PHASE 1 CONTAINS A TOTAL OF 12.6227 ACRES OF LAND, MORE OR LESS.

Return recorded document to:  
Gloria J. Hull  
Presco Associates, LLC  
232 Mohawk Rd.  
Clermont, FL 34711

CFN 2005114143  
Bk 02899 Pgs 1250 - 1255; (6pgs)  
DATE: 07/26/2005 03:19:41 PM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY

**EXHIBIT D**

**MEMORANDUM OF LEASE** RECORDING FEES \$2.50

THIS MEMORANDUM OF LEASE between, executed as of the 14<sup>th</sup> day of JUNE, 2005, by COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company, whose address is 232 Mohawk Road, Clermont, Florida 34711 (the "Landlord"), and DISCOUNT MATTRESS BARN, INC, a Florida corporation, whose address is 581 Cidco Road, Cocoa, Florida 32926 (the "Tenant").

WITNESSETH:

THAT, Landlord and Tenant have heretofore entered into a certain Shopping Center Space Lease dated May 10, 2004 (the "Lease") covering certain premises (the "Premises") consisting of retail floor space within the interior of a particular commercial shopping center building (the "Center Main Building") located within a commercial shopping center to be known/generally known and operated under the name "College Station Retail Center" (the "Center") which is being/has been constructed upon certain real property situate in the City of Clermont, County of Lake, State of Florida, more particularly described on Exhibit A attached hereto (the "Center Property"), and

WHEREAS, Landlord has now delivered the Premises to Tenant and Tenant has accepted the Premises from Landlord, and

WHEREAS, it is the desire of both or Landlord and Tenant to reduce to writing the Commencement Date and Termination Date (as those terms are defined in the Lease) of the Lease and to set forth certain other pertinent data with respect thereto,

NOW THEREFORE, with respect to the Lease, Landlord and Tenant hereby acknowledge and agree as follows:

1. Term. That the term of the Lease is for five years from the Commencement Date.
2. Commencement Date and Termination Date. That the Commencement Date (as defined in the Lease) of the Lease is hereby established as April 1, 2005 and that the Termination Date (as defined in the Lease) of the Lease is hereby established as March 31, 2010.
3. Premises Square Footage. That the dimensions of the Premises have, been determined to be 60 feet in width and 70 feet in depth and, accordingly, for all purposes of the Lease, the total number of square feet of floor space within the Premises is hereby agreed to be 4,200 square feet.

DISCOUNT MATTRESS BARN, INC. LEASE  
06/01/2005

4. Tenant's Proportionate Share. That Tenant's Proportionate Share (as defined in the Lease) has been determined to be 14 percent (14%). This percentage will decrease as new buildings are brought on line.

5. Work Completed. That Landlord has completed Landlord's Work (as defined in the Lease) to the satisfaction of Tenant and Tenant has completed Tenant's Work (as defined in the Lease) to the satisfaction of Landlord.

6. Possession. That Landlord has delivered possession of the Premises to Tenant and Tenant has accepted delivery and taken possession of the Premises from Landlord in the "as is" condition of the Premises on the Commencement Date.

7. Liens on Landlord's Interest Prohibited. By the terms of the Lease, Landlord's interest in the Premises may not be subjected to liens of any nature by reason of Tenant's construction, alteration, repair, restoration, replacement or reconstruction of any improvements on or in the Premises, including those arising in connection with or as an incident to the construction of Tenant's Work, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, mechanics' and materialmen's liens. Accordingly, all persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets (including Landlord's interest in the Premises or the Center) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, repair, restoration, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right or authority to subject Landlord's interest in the Premises, the Center Main Building or the Center to any mechanic's or materialmen's lien or claim of lien.

8. Subordination, Attornment and Non-Disturbance. The Lease specifically provides that the Lease and Tenant's leasehold interest in and to the Premises are junior, inferior, subordinate and subject in all respects to any mortgage or mortgages now or hereafter in force and effect upon or encumbering any or all, or any combination, of the Premises, the Center Main Building, the Common Property and the Center Property or any parts thereof and that Tenant shall, and has agreed to, attorn to any successor of the interest of Landlord under the Lease, including the purchaser at any foreclosure sale occasioned by the foreclosure of any such mortgage or mortgages, for the balance of the term of the Lease remaining at the time of the succession of such interest to such successor. The Lease also provides that, subject to the satisfaction and fulfillment of certain conditions specified therein, Tenant's possession of the Premises shall not in any way be disturbed by the enforcement of any rights given to the holder or holders of any such mortgage or mortgages encumbering any or all, or any combination, of the Premises, the Center Main Building, the Common Property and the Center Property or any parts thereof.

The provisions of this Paragraph 8 constitute only a general description of the content of the Lease with respect to matters of subordination, attornment and non-disturbance and, accordingly, third parties are advised that the provisions of the Lease

DISCOUNT MATTRESS BARN, INC. LEASE  
06/01/2005

itself shall be controlling with respect to all such matters of subordination, attornment and non-disturbance.

9. Inconsistent Provisions. In the event of any discrepancy between the provisions of the Lease and this Memorandum of Lease, the provisions of the Lease shall take precedence and prevail over the provisions of this Memorandum of Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed on or as of the day and year first-above written.

"LANDLORD"

COLLEGE STATION RETAIL  
CENTER, L.L.C., a Florida limited liability  
company

By: Robert M. Shakar  
Robert M. Shakar, President

(CORPORATE SEAL)

"TENANT"

DISCOUNT MATTRESS BARN, INC., a  
Florida  
corporation

By: Reynold Boldry  
Name: Reynold Boldry  
Title: President

(CORPORATE SEAL)

DISCOUNT MATTRESS BARN, INC. LEASE  
06/01/2005

-3-





STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 14th day of JUNE, 2004, by Robert M. Shakar, as President of COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.


Gloria J. Hall  
Notary Public  
Name: GLORIA J. HALL  
Serial No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

GLORIA J. HALL  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD124282  
EXPIRES 09/15/2006  
BONDED THRU 1-888-NOTARY1

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 7 day of June, 2005, by Ronald Boldine, as President known to me of DISCOUNT MATTRESS BARN, INC., a Florida corporation, on behalf of the Company. He/She is personally known to me or has produced known to me as identification and did not take an oath.

Bette B. Orcutt  
Notary Public  
Name: Bette B. Orcutt  
Serial No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

 Bette B Orcutt  
My Commission DD079024  
Expires February 18, 2008

DISCOUNT MATTRESS BARN, INC. LEASE  
06/01/2005

-4-

EXHIBIT "A"

SKETCH OF DESCRIPTION  
PHASE 1  
CLERMONT COLLEGE STATION CENTER

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°50'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 620.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, S89°32'18"W, A DISTANCE OF 425.63 FEET TO A POINT; THENCE N00°07'55"E, A DISTANCE OF 154.64 FEET TO A POINT; THENCE N08°42'51"W, A DISTANCE OF 44.08 FEET TO A POINT; THENCE N00°36'23"E, A DISTANCE OF 84.60 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5°23'15" AND A CHORD BEARING AND DISTANCE OF S75°55'25"W, 18.80 FEET) FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°50'14" AND A CHORD BEARING AND DISTANCE OF S82°08'55"W, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 153.21 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 29°34'22" AND A CHORD BEARING AND DISTANCE OF S75°49'12"W, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28°39'43" AND A CHORD BEARING AND DISTANCE OF S75°21'52"W, 19.95 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 129.43 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°32'21" AND A CHORD BEARING AND DISTANCE OF S45°50'12"W, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE S01°04'02"W, A DISTANCE OF 4.68 FEET TO A POINT; THENCE N88°55'58"W, A DISTANCE OF 29.95 FEET TO A POINT; THENCE S00°27'13"W, A DISTANCE OF 241.47 FEET TO A POINT; THENCE S89°32'18"W, A DISTANCE OF 332.14 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HOOK STREET CONNECTOR (60-FOOT RIGHT OF WAY); THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 6°16'15" AND A CHORD BEARING AND DISTANCE OF N12°00'53"W, 36.10 FEET) FOR AN ARC DISTANCE OF 36.12 FEET TO A POINT; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR THE FOLLOWING THREE COURSES AND DISTANCES: THENCE N15°09'01"W, A DISTANCE OF 105.25 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 15°45'21" AND A CHORD BEARING AND DISTANCE OF N07°16'20"W, 60.31 FEET) FOR AN ARC DISTANCE OF 60.50 FEET TO A POINT ON THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28; THENCE N00°36'20"E, ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28 AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR, A DISTANCE OF 447.23 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE LEAVING THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28 AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR, S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 396.48 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50,

### LEGAL DESCRIPTION, CONTINUED

S00°34'20"W, A DISTANCE OF 261.02 FEET TO A POINT; THENCE  
S89°23'37"E, A DISTANCE OF 5.09 FEET TO A POINT; THENCE  
S00°57'13"W, A DISTANCE OF 70.88 FEET TO A POINT; THENCE  
S89°33'24"E, A DISTANCE OF 360.71 FEET TO A POINT; THENCE  
N78°47'55"E, A DISTANCE OF 85.83 FEET TO A POINT; THENCE  
N00°36'23"E, A DISTANCE OF 313.14 FEET TO A POINT ON THE  
SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE  
S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE  
ROAD 50, A DISTANCE OF 427.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12.1285 ACRES OF LAND, MORE OR LESS.

AND COMMON AREA #3, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E,  
LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION  
28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID  
SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING  
THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A  
DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE  
SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH  
RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK  
ROAD (100-FOOT RIGHT OF WAY); THENCE N89°22'20"W, ALONG THE  
SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50 A DISTANCE OF  
427.01 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50,  
S00°36'23"W, A DISTANCE OF 62.17 FEET TO A POINT; THENCE  
SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT  
(SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF  
22°31'54" AND A CHORD BEARING AND DISTANCE OF S76°32'14"W, 9.77  
FEET) FOR AN ARC DISTANCE OF 9.83 FEET TO A POINT; THENCE  
NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE  
HAVING A RADIUS OF 50.07 FEET, A CENTRAL ANGLE OF 54°32'17" AND A  
CHORD BEARING AND DISTANCE OF N64°58'36"W, 45.88 FEET) FOR AN ARC  
DISTANCE OF 47.66 FEET TO A POINT; THENCE N89°25'24"W, A DISTANCE  
OF 347.09 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF  
A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 50.00 FEET, A  
CENTRAL ANGLE OF 33°44'02" AND A CHORD BEARING AND DISTANCE OF  
S68°06'12"W, 29.02 FEET) FOR AN ARC DISTANCE OF 29.44 FEET TO A  
POINT; THENCE S56°50'34"W, A DISTANCE OF 29.21 FEET TO A POINT;  
THENCE N00°34'20"E, A DISTANCE OF 73.27 FEET TO A POINT ON THE  
SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE  
S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE  
ROAD 50, A DISTANCE OF 449.48 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 21592 SQUARE FEET (0.4942 ACRES) OF LAND,  
MORE OR LESS.

PHASE 1 CONTAINS A TOTAL OF 12.6227 ACRES OF LAND, MORE OR LESS.

Return recorded document to:  
Gloria J. Hall  
Presco Associates, LLC  
232 Mohawk Rd.  
Clermont, FL 34711

CFN 2005116794  
Bk 02903 Pgs 2067 - 2072; (6pgs)  
DATE: 08/01/2005 08:59:28 AM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 52.50

**EXHIBIT D**

**MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE between, executed as of the 2/6<sup>th</sup> day of July, 2005, by COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company, whose address is 232 Mohawk Road, Clermont, Florida 34711 (the "Landlord"), and DIRECT SELL, INC. d/b/a PRUDENTIAL FLORIDA REAL ESTATE CENTER, a Florida corporation, whose address is 937 North Magnolia Ave., Orlando, Florida 32803 (the "Tenant").

**WITNESSETH:**

THAT, Landlord and Tenant have heretofore entered into a certain Shopping Center Space Lease dated June 8, 2004 (the "Lease") covering certain premises (the "Premises") consisting of retail floor space within the interior of a particular commercial shopping center building (the "Center Main Building") located within a commercial shopping center to be known/generally known and operated under the name "College Station Retail Center" (the "Center") which is being/has been constructed upon certain real property situate in the City of Clermont, County of Lake, State of Florida, more particularly described on Exhibit A attached hereto (the "Center Property"), and

WHEREAS, Landlord has now delivered the Premises to Tenant and Tenant has accepted the Premises from Landlord, and

WHEREAS, it is the desire of both or Landlord and Tenant to reduce to writing the Commencement Date and Termination Date (as those terms are defined in the Lease) of the Lease and to set forth certain other pertinent data with respect thereto,

NOW THEREFORE, with respect to the Lease, Landlord and Tenant hereby acknowledge and agree as follows:

1. Term. That the term of the Lease is for five years from the Commencement Date.
2. Commencement Date and Termination Date. That the Commencement Date (as defined in the Lease) of the Lease is hereby established as July 1, 2005 and that the Termination Date (as defined in the Lease) of the Lease is hereby established as June 30, 2010.
3. Premises Square Footage. That the dimensions of the Premises have, been determined to be 50 feet in width and 70 feet in depth and, accordingly, for all purposes of the Lease, the total number of square feet of floor space within the Premises is hereby agreed to be 3,500 square feet.

PRUDENTIAL FL REAL ESTATE CENTER LEASE

4. Tenant's Proportionate Share. That Tenant's Proportionate Share (as defined in the Lease) has been determined to be 11.67 percent (11.67%). This percentage will adjust as more buildings are added to the Center.

5. Work Completed. That Landlord has completed Landlord's Work (as defined in the Lease) to the satisfaction of Tenant and Tenant has completed Tenant's Work (as defined in the Lease) to the satisfaction of Landlord.

6. Possession. That Landlord has delivered possession of the Premises to Tenant and Tenant has accepted delivery and taken possession of the Premises from Landlord in the "as is" condition of the Premises on the Commencement Date.

7. Liens on Landlord's Interest Prohibited. By the terms of the Lease, Landlord's interest in the Premises may not be subjected to liens of any nature by reason of Tenant's construction, alteration, repair, restoration, replacement or reconstruction of any improvements on or in the Premises, including those arising in connection with or as an incident to the construction of Tenant's Work, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, mechanics' and materialmen's liens. Accordingly, all persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets (including Landlord's interest in the Premises or the Center) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, repair, restoration, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right or authority to subject Landlord's interest in the Premises, the Center Main Building or the Center to any mechanic's or materialmen's lien or claim of lien.

8. Subordination, Attornment and Non-Disturbance. The Lease specifically provides that the Lease and Tenant's leasehold interest in and to the Premises are junior, inferior, subordinate and subject in all respects to any mortgage or mortgages now or hereafter in force and effect upon or encumbering any or all, or any combination, of the Premises, the Center Main Building, the Common Property and the Center Property or any parts thereof and that Tenant shall, and has agreed to, attorn to any successor of the interest of Landlord under the Lease, including the purchaser at any foreclosure sale occasioned by the foreclosure of any such mortgage or mortgages, for the balance of the term of the Lease remaining at the time of the succession of such interest to such successor. The Lease also provides that, subject to the satisfaction and fulfillment of certain conditions specified therein, Tenant's possession of the Premises shall not in any way be disturbed by the enforcement of any rights given to the holder or holders of any such mortgage or mortgages encumbering any or all, or any combination, of the Premises, the Center Main Building, the Common Property and the Center Property or any parts thereof.

The provisions of this Paragraph 8 constitute only a general description of the content of the Lease with respect to matters of subordination, attornment and non-disturbance and, accordingly, third parties are advised that the provisions of the Lease

PRUDENTIAL FL REAL ESTATE CENTER LEASE

itself shall be controlling with respect to all such matters of subordination, attornment and non-disturbance.

9. Inconsistent Provisions. In the event of any discrepancy between the provisions of the Lease and this Memorandum of Lease, the provisions of the Lease shall take precedence and prevail over the provisions of this Memorandum of Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed on or as of the day and year first-above written.

"LANDLORD"

**COLLEGE STATION RETAIL  
CENTER, L.L.C., a Florida limited liability  
company**

By: Robert M. Shakar  
Robert M. Shakar, President

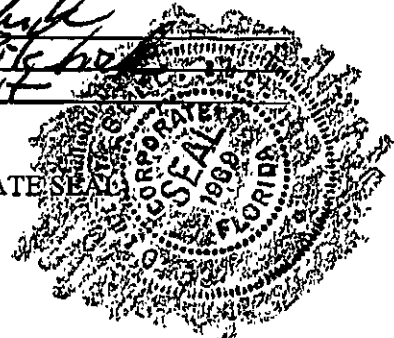
(CORPORATE SEAL)

"TENANT"

**DIRECT SELL, INC. d/b/a  
PRUDENTIAL FLORIDA REAL  
ESTATE CENTER, a Florida corporation**

By: Steven Fiksdal  
Name: Steven Fiksdal  
Title: President

(CORPORATE SEAL)



PRUDENTIAL FL. REAL ESTATE CENTER LEASE

-3-

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 21st day of JULY, 2005, by Robert M. Shakar, as President of COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

GLORIA J. HALL  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD124282  
EXPIRES 09/15/2008  
BONDED THRU 1-888-NOTARY1

Gloria J. Hall  
Notary Public  
Name: GLORIA J. HALL  
Serial No. \_\_\_\_\_  
My Commission Expires: 9/15/06

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 19th day of July, 2005, by Steve Pilebiak, as President of Direct Sell, a \_\_\_\_\_, on behalf of the \_\_\_\_\_. He/She is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

Gladys M. Junco  
Notary Public  
Name: Gladys M. Junco  
Serial No. DD167819  
My Commission Expires: 11/20/06



Gladys M Junco  
My Commission DD167819  
Expires November 20, 2006

PRUDENTIAL FL REAL ESTATE CENTER LEASE

-4-

EXHIBIT "A"

SKETCH OF DESCRIPTION  
PHASE 1  
CLERMONT COLLEGE STATION CENTER

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 28; THENCE S00°50'10"W, ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 50.00 FEET TO A POINT AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH HANCOCK ROAD (100-FOOT RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING;

THENCE S00°50'10"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, A DISTANCE OF 620.18 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HANCOCK ROAD, S89°32'18"W, A DISTANCE OF 425.63 FEET TO A POINT; THENCE N00°07'55"E, A DISTANCE OF 154.64 FEET TO A POINT; THENCE N08°42'51"W, A DISTANCE OF 44.08 FEET TO A POINT; THENCE N00°36'23"E, A DISTANCE OF 84.60 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 5°23'15" AND A CHORD BEARING AND DISTANCE OF S75°55'25"W, 18.80 FEET) FOR AN ARC DISTANCE OF 18.81 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 17°50'14" AND A CHORD BEARING AND DISTANCE OF S82°08'55"W, 71.31 FEET) FOR AN ARC DISTANCE OF 71.60 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 153.21 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 29°34'22" AND A CHORD BEARING AND DISTANCE OF S75°49'12"W, 20.42 FEET) FOR AN ARC DISTANCE OF 20.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 40.29 FEET, A CENTRAL ANGLE OF 28°39'43" AND A CHORD BEARING AND DISTANCE OF S75°21'52"W, 19.95 FEET) FOR AN ARC DISTANCE OF 20.16 FEET TO A POINT; THENCE N89°23'37"W, A DISTANCE OF 129.43 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 89°32'21" AND A CHORD BEARING AND DISTANCE OF S45°50'12"W, 28.17 FEET) FOR AN ARC DISTANCE OF 31.26 FEET TO A POINT; THENCE S01°04'02"W, A DISTANCE OF 4.68 FEET TO A POINT; THENCE N88°55'58"W, A DISTANCE OF 29.95 FEET TO A POINT; THENCE S00°27'13"W, A DISTANCE OF 241.47 FEET TO A POINT; THENCE S89°32'18"W, A DISTANCE OF 332.14 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HOOK STREET CONNECTOR (60-FOOT RIGHT OF WAY); THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 6°16'15" AND A CHORD BEARING AND DISTANCE OF N12°00'53"W, 36.10 FEET) FOR AN ARC DISTANCE OF 36.12 FEET TO A POINT; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR THE FOLLOWING THREE COURSES - AND DISTANCES: THENCE N15°09'01"W, A DISTANCE OF 105.25 FEET TO A POINT; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 15°45'21" AND A CHORD BEARING AND DISTANCE OF N07°16'20"W, 60.31 FEET) FOR AN ARC DISTANCE OF 60.50 FEET TO A POINT ON THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28; THENCE N00°36'20"E, ALONG THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28 AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR, A DISTANCE OF 447.23 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE LEAVING THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28 AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID HOOK STREET CONNECTOR, S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 396.48 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50,



LEGAL DESCRIPTION, CONTINUED

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ROAD 50, A DISTANCE OF 427.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12.1285 ACRES OF LAND, MORE OR LESS.

AND COMMON AREA #3, DESCRIBED AS FOLLOWS:

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A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 50.00 FEET, A  
CENTRAL ANGLE OF 33°44'02" AND A CHORD BEARING AND DISTANCE OF  
S68°06'12"W, 29.02 FEET) FOR AN ARC DISTANCE OF 29.44 FEET TO A  
POINT; THENCE S56°50'34"W, A DISTANCE OF 29.21 FEET TO A POINT;  
THENCE N00°34'20"E, A DISTANCE OF 73.27 FEET TO A POINT ON THE  
SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 50; THENCE  
S89°22'20"E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE  
ROAD 50, A DISTANCE OF 449.48 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 21592 SQUARE FEET (0.4942 ACRES) OF LAND,  
MORE OR LESS.

PHASE 1 CONTAINS A TOTAL OF 12.6227 ACRES OF LAND, MORE OR LESS.



4. Tenant's Proportionate Share. That Tenant's Proportionate Share (as defined in the Lease) has been determined to be 13.71 percent (13.71%). This percentage will adjust as the square footage of the Center Main Building is increased.

5. Work Completed. That Landlord has completed Landlord's Work (as defined in the Lease) to the satisfaction of Tenant and Tenant has completed Tenant's Work (as defined in the Lease) to the satisfaction of Landlord.

6. Possession. That Landlord has delivered possession of the Premises to Tenant and Tenant has accepted delivery and taken possession of the Premises from Landlord in the "as is" condition of the Premises on the Commencement Date.

7. Liens on Landlord's Interest Prohibited. By the terms of the Lease, Landlord's interest in the Premises may not be subjected to liens of any nature by reason of Tenant's construction, alteration, repair, restoration, replacement or reconstruction of any improvements on or in the Premises, including those arising in connection with or as an incident to the construction of Tenant's Work, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, mechanics' and materialmen's liens. Accordingly, all persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets (including Landlord's interest in the Premises or the Center) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, repair, restoration, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right or authority to subject Landlord's interest in the Premises, the Center Main Building or the Center to any mechanic's or materialmen's lien or claim of lien.

8. Subordination, Attornment and Non-Disturbance. The Lease specifically provides that the Lease and Tenant's leasehold interest in and to the Premises are junior, inferior, subordinate and subject in all respects to any mortgage or mortgages now or hereafter in force and effect upon or encumbering any or all, or any combination, of the Premises, the Center Main Building, the Common Property and the Center Property or any parts thereof and that Tenant shall, and has agreed to, attorn to any successor of the interest of Landlord under the Lease, including the purchaser at any foreclosure sale occasioned by the foreclosure of any such mortgage or mortgages, for the balance of the term of the Lease remaining at the time of the succession of such interest to such successor. The Lease also provides that, subject to the satisfaction and fulfillment of certain conditions specified therein, Tenant's possession of the Premises shall not in any way be disturbed by the enforcement of any rights given to the holder or holders of any such mortgage or mortgages encumbering any or all, or any combination, of the Premises, the Center Main Building, the Common Property and the Center Property or any parts thereof.

The provisions of this Paragraph 8 constitute only a general description of the content of the Lease with respect to matters of subordination, attornment and non-disturbance and, accordingly, third parties are advised that the provisions of the Lease

PRUDENTIAL FL REAL ESTATE CENTER LEASE

itself shall be controlling with respect to all such matters of subordination, attornment and non-disturbance.

9. Inconsistent Provisions. In the event of any discrepancy between the provisions of the Lease and this Memorandum of Lease, the provisions of the Lease shall take precedence and prevail over the provisions of this Memorandum of Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed on or as of the day and year first-above written.

"LANDLORD"

**COLLEGE STATION RETAIL  
CENTER, L.L.C.**, a Florida limited liability  
company

By: Robert M. Shakar  
Robert M. Shakar, President

(CORPORATE SEAL)

"TENANT"

**CCS FINANCIAL SERVICES, LLC**, a  
Florida limited liability company

By: Paul Houser Manager  
Name: Paul Houser Manager  
Title: Manager

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF LAKE

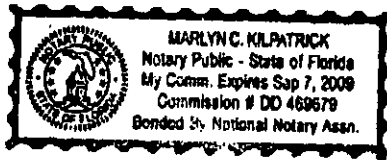
The foregoing instrument was acknowledged before me this 15th day of AUGUST, 2005, by Robert M. Shakar, as President of COLLEGE STATION RETAIL CENTER, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

GLORIA J. HALL  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD124282  
EXPIRES 09/15/2006  
BONDED THRU 1-588-NOTARY1

Gloria J. Hall  
Notary Public  
Name: Gloria J. Hall  
Serial No. DD 124282  
My Commission Expires: 9/15/06

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 11 day of August, 2006, by Paul Hawced, not, as Manager of ces Financial Services LLC, a Florida LLC Corporation on behalf of the company. He/She is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.



UCK  
Notary Public  
Name: MARLYN C. KILPATRICK  
Serial No. \_\_\_\_\_  
My Commission Expires: SEPT 7, 2009

PRUDENTIAL FL REAL ESTATE CENTER LEASE

CITY OF CLERMONT  
ATTN: RAE CHIDLOW  
686 W MONTROSE ST  
CLERMONT, FL 34711

This Instrument Prepared By  
And After Recording Return To:

Wade Boyette, Esq.  
GrayRobinson, P.A.  
1635 East Highway 50, Suite 300  
Clermont, FL 34711

RECORDING FEE: \$10.00  
BOOKING FEE: \$10.00  
SEARCH FEE: \$10.00  
TOTAL FEE: \$30.00

CFN 2007012462  
Bk 03356 Pgs 1350 - 1398 (49pgs)  
DATE: 01/26/2007 09:52:07 AM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 418.00

**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS  
OF  
HANCOCK TOWNE CENTRE**

**THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**  
(the "Declaration") is made this 24<sup>th</sup> day of JANUARY, 2007 by, **WOODY & WALLACE  
LAND DEVELOPMENT, L.L.C.**, a Florida limited liability company ("WOODY &  
WALLACE") (hereinafter referred to as "Declarant".)

**WITNESSETH**

**WHEREAS**, Declarant is the fee simple owner of that certain real property situate in the  
City of Clermont, Lake County, Florida, as more particularly described as follows:

See Exhibit "A" attached hereto (hereinafter referred to as the "Subject Property"); and

**WHEREAS**, Declarant intends that the Subject Property be developed, improved,  
occupied, used and enjoyed as a development to be known as HANCOCK TOWNE CENTRE  
(the "Center"), as depicted on the Site Plan attached as Exhibit "B" (the "Center Site Plan"),  
which shall be suitable for commercial, office and other related purposes; and

**WHEREAS**, Declarant desires to ensure that the Subject Property is developed,  
improved, occupied, used and enjoyed pursuant to a uniform scheme of development with  
appropriate architectural, aesthetic and operational standards so as to create an attractive and  
harmonious physical environment for occupants and visitors to the Center; and

WHEREAS, Declarant desires that the Subject Property shall be encumbered by these uniform covenants, conditions, restrictions, easements and reservations;

NOW, THEREFORE, in consideration of the premises and provisions hereof, Declarant hereby declares that the Subject Property shall be and is hereby encumbered by and made subject to the covenants, conditions, restrictions, easements and reservations hereinafter set forth, to wit:

**ARTICLE 1**

**DEFINITIONS**

For purposes of this Declaration, the following terms shall have the definitions and meanings as hereinafter set forth:

1.1 **ARCHITECTURAL REVIEW COMMITTEE ("ARC")** shall mean and refer to a regulatory body composed of no less than three (3) and no more than five (5) individuals designated from time to time by the Board of Directors of the Association. Said ARC shall have the powers and duties as set forth in Article 7 hereof.

1.2 **ARTICLES OR ARTICLES OF INCORPORATION** shall mean the Articles of Incorporation of the Association as amended from time to time.

1.3 **ASSESSMENT** shall mean and refer to any assessment or charge against an Owner and a Parcel by the Association for Common Expenses and other items in accordance with and for the purposes specified in Article 9 hereof, including but not limited to the Regular Assessments described under Section 9.5, the Surface Water and Stormwater Assessments under Section 9.6, the Special Assessments under Section 9.7, and the Individual Parcel Assessments under Section 9.8 and the Sign Assessments under Section 9.9.

1.4 **ASSOCIATION** shall mean and refer to the HANCOCK TOWNE CENTRE Owner's Association, Inc., a Florida not-for-profit corporation, its successors and/or assigns.

1.5 **BOARD OF DIRECTORS** shall mean and refer to a regulatory body composed of no less than three (3) individuals elected by the members of the Association as set forth in **Article 6** hereof, provided that, prior to the Turnover Date, the initial Directors shall be appointed by the Declarant. Subsequent to the Turnover Date, the Directors shall be elected in accordance with the Articles.

1.6 **BY-LAWS** shall mean the By-Laws of the Association as amended from time to time.

1.7 **COMMON AREA(S)** shall mean and refer to (i) the Joint Access Easement Area described under **Section 12.1** and all improvements and utility facilities located thereon, (ii) the Drainage Easement Area described under **Section 12.2**, (iii) the Master Sign Easements described under **Section 12.3**, (iv) all curb cuts located within the Center; which lead to public rights of way, (v) the Surface Water or Storm Water Management System, if located on the Site, along with all improvements located thereon and (vi) all other personal property, from time to time which is dedicated to the Association, including potable water, stormwater piping, sanitary sewer pipes and equipment and facilities, intended or used for the common use, enjoyment and benefit of all Owners.

1.8 **COMMON EXPENSES** shall mean and refer to those costs and expenses of the Association as more particularly identified and described in **Article 9** hereof.

1.9 **DECLARANT** shall mean and refer to Woody & Wallace Land Development, L.L.C..

1.10 **DECLARATION** shall mean and refer to this Declaration of Easements, Covenants, and Restrictions and all amendments and modifications hereto as are from time to time recorded in the Public Records of Lake County, Florida.



1.11 **IMPROVEMENTS** shall mean and refer to any man-made changes to the natural condition of the Subject Property including, and without limitation, structures of any kind (whether above or below the land surface), fences, walls, signs, sewers, lighting, drains, lakes waterways, roads, utilities, grading and landscaping.

1.12 **OCCUPANT** shall mean and refer to any person or organization which has occupied, purchased, leased, rented or is otherwise licensed or legally entitled to occupy and/or use any Parcel of land on the Subject Property (whether or not such right is exercised), as well as their respective successors and/or assigns.

1.13 **OWNER** shall mean and refer to one or more persons or entities who or which are alone or collectively the record owner of fee simple title to any Parcel of land within the Subject Property, including the Declarant, and all of their respective successors and/or assigns.

1.14 **PARCEL** shall mean and refer to any area within the Subject Property designated as a Parcel on the Site Plan attached as Exhibit "B", together with any and all improvements thereon.

1.15 **PARCEL OWNER'S SHARE** shall mean such Owner's pro-rata share of the Common Expenses based upon the number of square feet of land in each Parcel owned by such Owner as compared to the total square feet of land of all Parcels.

1.16 **SUBJECT PROPERTY** shall mean and refer to that certain real property located in the County of Lake, owned by the Declarant and more particularly described as Exhibit "A" attached hereto.

1.17 **SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM** shall mean a system which is designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit,

treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges.

1.18 **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT** or **DISTRICT** or **SJRWMD** shall mean the St. Johns River Water Management District and/or any other government authority or agency having or asserting jurisdiction, either concurrently or as a successor, with respect to matters concerning water usage, storage, conveyance or other surface water or stormwater management issues.

## ARTICLE 2

### **OBJECTIVES AND PURPOSES**

The covenants, conditions, restrictions, easements and reservations set forth in this Declaration are hereby imposed upon the Subject Property for the following objectives and purposes, to wit:

- (a) to ensure that the development of the Center will proceed pursuant to a uniform plan of development with consistent architectural, environmental and aesthetic standards;
- (b) to provide for the future ownership, management, administration, care, maintenance, regulation and preservation of all Common Areas within the Center.

## ARTICLE 3

### **EFFECT OF DECLARATION**

3.1 **COVENANTS RUNNING WITH LAND.** This Declaration and each and every one of the easements, covenants, conditions, restrictions and reservations contained herein are hereby declared to be, and shall hereafter continue as, covenants running with the title to those portions of the Subject Property upon which the same are hereby imposed as an encumbrance.

**3.2 PROPERTY AFFECTED.** This Declaration and the easements, covenants, conditions, restrictions and reservations set forth herein shall be binding upon, inure to the benefit of and constitute a burden upon all of the Subject Property in accordance with the terms set forth herein. Accordingly, as more particularly specified in this Declaration all Parcels of land within the Subject Property shall hereafter be owned, held, transferred, sold, conveyed, demised, devised, assigned, leased, mortgaged, occupied, used and enjoyed subject to and benefited and burdened by the terms and provisions of this Declaration and each of the easements, covenants, conditions, restrictions and reservations contained herein.

**3.3 PARTIES AFFECTED.** Except as hereinafter specifically provided, this Declaration shall be binding upon and inure to the benefit of all Owners of the Subject Property, including the Declarant and the Association, and all other persons having or claiming any right, title or interest in such property. Accordingly, each and every person or party who or which shall hereafter acquire, have or claim any right, title or interest in any Parcel of land within the Subject Property, whether by, through or under the Declarant or any subsequent Owner, shall, by virtue of the acceptance of any such right, title, interest or claim, whether by deed or other instrument, or by operation of law or otherwise, and whether voluntarily or involuntarily, be deemed to have acquired and accepted such right, title, interest or claim in or to any Parcel of the Subject Property subject to and benefited and burdened by the easements, covenants, conditions, restrictions and reservations set forth in this Declaration.

#### **ARTICLE 4**

#### **ASSOCIATION**

**4.1 CREATION AND PURPOSES.** Upon recordation of this Declaration, Declarant shall form and incorporate the Association for purposes of coordinating and

overseeing the ownership, administration, management, operation, maintenance, repair and protection of the Common Area, levying and collecting Assessments pursuant to this Declaration, all pursuant to the terms and provisions of this Declaration, the Articles and the By-Laws.

**4.2 POWERS AND DUTIES OF ASSOCIATION.** The Association, acting by and through its Board of Directors, shall, in addition to those general and specific powers and duties imposed upon it by law and those specified in its Articles and By-Laws, shall have the following rights and powers and shall have the obligation to perform the following acts and obligations, to wit:

**4.2.1 OWNERSHIP AND MANAGEMENT OF COMMON AREAS.** The Association may at the Declarant's discretion own, hold, control, administer, manage, operate and regulate, care for, maintain, repair, replace, restore, preserve and protect all Common Areas and maintain the facilities located therein or thereon for which it is responsible in good working order, in compliance with all applicable laws, rules, regulations, codes and ordinances, and in a safe, clean and attractive condition consistent with the common development scheme in the Center.

**4.2.2 PAYMENT OF COMMON EXPENSES.** The Association shall pay all reasonable Common Expenses associated with the ownership, if any, administration, management, operation, regulation, care, maintenance, repair, replacement, restoration, preservation and protection of the Common Areas.

**4.2.3 LEVY AND COLLECTION OF ASSESSMENTS.** The Association shall establish, make, levy, impose, enforce and collect all Assessments for which provision is made in this Declaration or which shall otherwise be necessary to provide and assure the

availability of such funds as may be reasonably necessary to pay all Common Expenses or otherwise conduct the business and affairs of the Association.

**4.2.4 SURFACE WATER OR STORMWATER MANAGEMENT.** The Association, if located on the subject property, shall maintain, operate and repair the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the District. Notwithstanding the foregoing, the Association will not be responsible for the initial costs or the construction of any Surface Water or Stormwater Management System.

**4.2.5 POTABLE WATER & SANITARY SEWER SYSTEM.** The Association shall maintain, operate and repair and, as necessary, replace all portions of the potable water and sanitary sewer system located within the Subject Property, including all pipes, valves, and all other equipment and materials used in connection with the operation of such Sanitary Sewer System. The Association shall also collect costs, if any, for the maintenance, repair and operation of the water and sewer system as provided in the Agreement between Woody & Wallace Land Development, L.L.C., a Florida limited liability company and College Station Retail Center, L.L.C., a Florida limited liability company as attached hereto as **Exhibit "F"**.

**4.2.6 OTHER ACTIVITIES.** The Association shall engage in any and all other activities permitted to be engaged in by a not-for-profit corporation existing under the laws

of the State of Florida as may be necessary or appropriate for the achievement of the objectives and purposes for which the Association has been created, formed and established.

**4.3 ACTS OF THE ASSOCIATION.** Unless otherwise specifically provided herein, or in the Articles or By-Laws, all approvals or actions required or permitted to be given or taken by the Association shall be so given or taken by the Board of Directors without the necessity of obtaining consent of any Owner. The Board of Directors shall be authorized to act through its proper officers without a specific resolution relating thereto.

## **ARTICLE 5**

### **ASSOCIATION: MEMBERSHIP AND VOTING RIGHTS**

**5.1 MEMBERSHIP.** Every Owner shall automatically and mandatorily be a member of the Association (a "Member").

**5.2 TRANSFER OF MEMBERSHIP.** Membership in the Association shall be appurtenant to and may not be separated from the ownership interest of an Owner in the Parcel of land within the Subject Property owned by such Owner.

**5.3 MEMBERS' RIGHTS.** The rights of every Member of the Association shall be subject to and governed by the terms and provisions not only of this Declaration, but, in addition, shall at all times be subject to the terms and provisions of the Articles and the By-Laws.

**5.4 VOTING RIGHTS.** The Association shall have two (2) classes of voting membership:

**5.4.1 Class A:** Class "A" Members shall be each Owner (with the exception of the Declarant) and shall be entitled to one (1) vote for each full one hundred (100) square feet of land in such Owner's Parcel. When more than one person holds an interest in any Parcel, all

such persons shall be members. The vote for such Parcel shall be exercised as such persons among themselves determine.

**5.4.2 Class B:** Class "B" Member(s) shall be the Declarant and they shall be entitled to five (5) votes for each full one hundred (100) square feet of land in any of Declarant's Parcel. The Class "B" membership shall cease and be converted to Class "A" membership on the Turnover Date (as defined under Section 11.1).

**5.4.3** Prior to the Turnover Date, Declarant shall be entitled to elect the members of the Board of Directors as long as Declarant owns a Parcel. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Owner.

**5.5 MULTIPLE OWNERS.** Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. Each Owner of a Parcel subject to joint or multiple ownership shall, upon taking title to their Parcel, provide written notice to the Association designating the sole Owner who shall cast all votes on behalf of all joint or multiple Owners of such Parcel (the "Voter Notice"). Such Voter Notice may be resubmitted to the Association from time to time, signed and approved by all Owners of the Parcel, designating a new Owner entitled to cast Votes on behalf of the Parcel. If joint or multiple Owners are unable to agree among themselves as to who shall cast their votes and fail to provide the required Voter Notice, they shall lose their right to vote on the matter in question. If the Owner designated in the Voter Notice casts a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Parcel.

**ARTICLE 6**

**BOARD OF DIRECTORS**

**6.1 GENERALLY.** The affairs of the Association shall be managed by the Board of Directors.

**6.2 TERM OF OFFICE.** Prior to the Turnover Date, the initial Directors (and their successor during the period prior to the Turnover Date) shall be appointed by the Declarant. Thereafter, members of the Board of Directors elected by the Members during the first annual meeting of the Association and thereafter, shall serve for a term of one (1) year. Advance notice of nominations of the election of directors, other than by the Board of Directors, shall be given in the manner provided in the By-Laws of the Association.

**6.3 EXERCISE OF POWERS DUTIES.** All of the duties and powers of the Association existing under Chapter 617, Florida Statutes, as amended from time to time, the Articles and the By-Laws, together with all of the duties and powers of the Declarant, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject to approval by the members of the Association only when specifically required.

**6.4 ELECTIONS.** All elections and voting rights of Members of the Association relating thereto shall be governed by the By-Laws of the Association.

**6.5 VACANCIES.** Directors may be removed and vacancies on the Board of Directors shall be filled in accordance with the provisions of the By-Laws of the Association.

**6.6 RESIGNATION.** A Director may resign by giving five (5) days prior written notice to the Board of Directors.



## ARTICLE 7

### ARCHITECTURAL REVIEW COMMITTEE

7.1 **GENERALLY.** In order to ensure that the development of the Center will proceed pursuant to a plan of development with appropriate architectural, environmental and aesthetic standards consistent with the common development scheme in the Center, the Architectural Review Committee ("ARC") shall review, approve, and control the exterior design, placement, construction, erection and installation of any and all buildings, structures, and Improvements of any kind, including landscaping and signs, upon any portion of the Subject Property. Members of the ARC shall be appointed by the Declarant during the period prior to the Turnover Date (as set forth under Section 11.1) and thereafter, by the Board of Directors.

7.2 **REVIEW PROCEDURE.** Prior to construction, placement, exterior renovation or exterior remodeling of any Improvements on any Parcel of land within the Subject Property, the Owner of such Parcel shall submit three (3) copies of the site plans and preliminary architectural plans including any grading, paving, drainage and landscaping plans (collectively the "Plans") for the proposed Improvements to the ARC, together with any other information reasonably required by the ARC in order to ensure compliance with this Declaration. If the Owner or Occupant of a Parcel shall be a national chain (or a franchisee or licensee of a national chain) submission of plans and prior approval of the ARC shall not be required for the replacement of any sign located on any Parcel, if such replacement is part of a program of similar sign replacements being conducted in a substantial number of locations owned or operated by such national chain.

The ARC shall, not later than fifteen (15) days after receipt of all required materials as hereinabove set forth, notify the Owner requesting said architectural review in writing of its

approval (which approval shall not be unreasonably withheld), disapproval or approval with modifications of said Plans. The failure of the ARC to either approve or disapprove the Plans shall be deemed to be and constitute an approval of same. If the Owner or other Occupant shall be a national chain (or franchisee or licensee of such national chain) the ARC shall approve any architectural design and general site plan (provided it conforms to local governmental requirements) proposed by such Owner which plan substantially conforms to the design of one of such national chain's prototype structures.

**7.3 DURATION OF APPROVAL.** Any approval of plans, specifications and other materials by the ARC shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation of the building, structure or other Improvement for which plans, specifications and other materials have been approved, has not commenced within said one (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the ARC on resubmission in any respect.

**7.4 INTERIOR ALTERATIONS EXEMPT.** Nothing contained in this Article 7 shall be construed so as to require the submission to or approval by the ARC of any plans, specifications or other materials for the construction, reconstruction, or alteration, renovation or remodeling of the interior of any building, structure or other Improvement constructed on any Parcel or Common Area which building, structure or other improvement was previously approved by the ARC, unless any proposed interior construction, renovation, remodeling or alteration will have the effect of changing or altering the exterior appearance of such building structure or other Improvement.

**7.5 EXCULPATION FOR APPROVAL OR DISAPPROVAL OF PLANS.** The Declarant, any and all members of the ARC and any and all officers, directors, employees, agents and members of the Association, shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Owner or other person or party whatsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Article 7, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval, but nothing herein contained shall be deemed to relieve such persons from liability for gross negligence or willful misconduct in the performance of their duties. Each person who shall submit plans, specifications or other materials to the ARC for consent or approval pursuant to the provisions of this Article 7, by the submission thereof, and each Owner by acquiring title to any Parcel or any interest therein, shall be deemed to have agreed that, except in the case of gross negligence or willful misconduct, as aforesaid, he or it shall not be entitled to and shall not bring any action, proceeding or suit against the Declarant, the ARC, the Association nor any individual member, officer, director, employee or agent of any of them for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval. Additionally, plans, specifications and other materials submitted to and approved by the ARC shall be reviewed and approved only as to their compliance with the provisions of this Declaration and their acceptability of design, style, materials, appearance and location in light of the standards for review and approval specified in this Declaration, and shall not be reviewed or approved for their compliance with any applicable governmental regulation.

7.6 **VARIANCE.** The ARC shall have the right, in its sole discretion, to grant variances from the requirements set forth in this Article 7, provided however, that the criteria upon which the granting of any variance are based shall at all times be applied to all Owners, including Declarant, in a uniform non-discriminatory manner.

## ARTICLE 8

### **PARCEL MAINTENANCE**

8.1 **OWNER MAINTENANCE RESPONSIBILITIES.** Except for any Common Areas located in any Parcel, Owners of any Parcel of land within the Subject Property, together with the Occupants thereof, shall jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep such Parcel, including all buildings, improvements, driveways, roadways, parking areas, signs and landscaping located thereon and used in connection therewith, in a well-maintained, safe, clean and attractive condition at all times, reasonable wear and tear excepted. Center areas are the combined responsibility of all the owners or tenants of owners and shall be kept in a clean and safe manner. The owners or their tenants shall have the right to place tables and chairs adjacent to their parcel on the courtyard but must daily clean and police the area. Each owner or tenants of owner must provide Trash receptacles for their area and must be cleaned and maintained regularly. The Owners or Owners tenants shall be responsible to build and maintain the grease trap if applicable.

8.2 **ENFORCEMENT.** If, any Owner or Occupant has failed to discharge any of the herein prescribed maintenance duties or responsibilities, then the Association may give such Owner or Occupant written notice of such failure and such person must, on or before thirty (30) days after receiving such notice, commence and thereafter diligently pursue to completion the care and maintenance required. Should any such

Owner or Occupant fail to discharge this duty and responsibility within such period, then the Association, through its authorized agent, upon not less than five (5) days prior written notice of intent to do so, shall have the right and power to enter upon the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person or entity. The Owners and Occupants for which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such Owner or Occupant shall fail to reimburse the Association on or before thirty (30) days after its receipt of a statement for such work, then said indebtedness shall be a debt of all of said persons jointly and severally, and upon compliance by the Association with the filing procedures set forth under **Section 10.2** hereof, shall constitute a lien against the Parcel on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in **Article 9** hereof (including, without limitation subordination as provided in **Section 9.9**), and the Association shall have identical powers and rights in all respects including, without limitation, the right of foreclosure.

**8.3 ACCESS AT REASONABLE HOURS.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agent, shall have the right, after reasonable notice to the Owner, to enter upon any Parcel or the exterior of any Improvements thereon during reasonable hours.

**8.4 SELF HELP.** If the Association fails to maintain the facilities it is required to maintain, an Owner shall have the right to perform such maintenance and then be reimbursed by the Association. The foregoing notwithstanding, any such action undertaken by an Owner shall

only be undertaken after said Owner has provided the Association with thirty (30) days prior written notice that the Association has failed to undertake its maintenance obligations. If within thirty (30) days after its receipt of the aforesaid written notice, the Association has not complied with its obligations as set forth herein, the Owner who provided written notice may undertake said maintenance obligation and such Owner shall be entitled such lien rights as afforded the Association under **Section 8.2**, provided that such Owner shall comply with the same filing procedures required of the Association under **Section 8.2** and **Section 10.2**.

## **ARTICLE 9**

### **COMMON AREA MAINTENANCE ASSESSMENTS**

**9.1 ASSESSMENTS FOR COMMON EXPENSES.** In order to provide for and assure the availability of the funds necessary to pay all costs and expenses associated with the Association's obligation to own, care for, maintain, repair, restore, replace, preserve and protect the Common Areas, as set forth in **Section 4.2** hereof, each Parcel and each Owner of such Parcel shall, by the acceptance of a deed or other conveyance of title to its Parcel, whether or not it shall be expressly stated in any such deed or other conveyance, be obligated for and be deemed to have covenanted and agreed to pay to the Association all Assessments, whether regular or special, duly established and properly imposed by the Association pursuant to this Declaration. All such Assessments shall be established, levied, enforced and collected pursuant to the provisions of this Declaration, the Articles and the By-Laws. The costs for the initial construction of any of the Common Area improvements shall be not included as part of any Assessment.

**9.2 COMMON EXPENSES.** The Common Expenses for which Assessments shall be established, levied, enforced and collected by the Association shall be all costs and expenses

incurred by the Association in the discharge and performance of its duties and obligations pursuant to this Declaration, the Articles and the By-Laws.

**9.3 LIEN FOR ASSESSMENTS.** All Assessments established, made, levied, and imposed by the Association pursuant to this Declaration, together with interest, late charges, costs and expenses of collection, including attorneys' fees associated with the collection thereof (whether suit be brought or not), shall be a charge and a continuing lien upon each Parcel against or with respect to which any such Assessment is made or levied.

**9.4 PERSONAL LIABILITY FOR ASSESSMENTS.** In addition to the foregoing lien for such Assessments, each such Assessment, together with interest, late charges, costs and expenses, including attorneys' fees associated with the collection thereof (whether suit be brought or not), as aforesaid, shall also be the personal obligation and liability of the Owner of the Parcel at the time such Assessment is made, levied or imposed. Such personal liability for Assessments made, levied or imposed pursuant to this Declaration prior to the sale, transfer or other conveyance of a particular Parcel shall not, by virtue of any such sale, transfer or other conveyance, pass to such Owner's successor or successors in title unless such personal liability of the Owner shall be expressly assumed as the personal obligation of such successor or successors in title; provided, however, that no such assumption of personal liability by such successor or successors in title shall relieve any Owner otherwise personally liable for payment of Assessments from the personal liability and obligation for the payment of same.

**9.5 REGULAR ASSESSMENTS.** The Association shall be and is hereby authorized, empowered and directed to establish, levy, make, impose, enforce and collect during each calendar year an annual regular assessment (the "Regular Assessment") for Common

Expenses to be incurred by the Association during such calendar year in the performance of its duties and obligations pursuant to this Declaration, the Articles and the By-Laws.

**9.5.1 NOTICE OF REGULAR ASSESSMENTS.** Not later than December of each calendar year, the Association shall provide written notice to each Owner setting forth the amount of the Regular Assessment established, made, levied and imposed for the next succeeding calendar year and the dates upon which installments for same shall become due and payable, along with a budget of Common Expenses underlying such Regular Assessment (the “Operating Budget”).

**9.5.2 INITIAL AND ANNUAL REGULAR ASSESSMENT.** The initial Regular Assessment and each annual Regular Assessment for each calendar year thereafter shall be set by the Board of Directors based upon the Operating Budget. Each Owner shall be assessed an amount equal to such Parcel Owner’s Share of the initial Regular Assessment and each annual Regular Assessment thereafter.

**9.6 SURFACE WATER OR STORMWATER ASSESSMENT.** In addition to other assessments for which provision is made in this Declaration, the Association shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect from time to time a surface water and stormwater assessment (the “Surface Water and Stormwater Assessment”). Each Owner shall be assessed an amount equal to such Parcel Owner’s Share of such Surface Water and Stormwater Assessment. Said Surface Water and Stormwater Assessments will be to cover the costs of maintenance and operation of the Surface Water or Stormwater Management System and to establish a reserve in an amount necessary, as determined by the Board of Directors in the exercise of reasonable commercial discretion, to



provide for the repair, maintenance and replacement of the Surface Water or Stormwater Management System.

**9.7 SPECIAL ASSESSMENTS.** In addition to other Assessments for which provision is made in this Declaration, the Association shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect from time to time special assessments for any purpose directly related to the discharge of its duties and obligations pursuant to this Declaration (the "Special Assessment"), provided, however, that any such Special Assessment shall have the prior approval by two-thirds (2/3) of the Class A Members voting as a class and two-thirds (2/3) of the total voting power of the Class B Members voting as a class at a meeting of the Association duly called for such purpose and of which written notice specifying the nature and amount of the proposed Special Assessment is sent to all Members of the Association at least thirty (30) days in advance of such meeting. All sums collected as Special Assessments shall be used only for the purpose for which such Special Assessment is established, made, levied, imposed, enforced and collected and shall be deposited in a separate interest bearing bank account, not commingled with any other funds of the Association, and held in trust by the Association for such purpose. Each Owner shall be assessed an amount equal to such Parcel Owner's Share of such Special Assessment.

**9.8 INDIVIDUAL PARCEL ASSESSMENTS.** In addition to any other Assessments for which provisions are made in this Declaration, the Association shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect against and from a particular Parcel and the Owner of such Parcel an individual Parcel assessment (the "Individual Parcel Assessment") for:

(a) costs and expenses reasonably and necessarily incurred by the Association in bringing a particular Owner or his particular Parcel into compliance with the provisions of this Declaration, including any action taken or cost or expense incurred by the Association to cure and eliminate any violation of or non-compliance with the provisions of this Declaration, following the failure of such Owner, within ten (10) days following written notice from the Association of the nature of the violation of or non-compliance with this Declaration, to commence and thereafter diligently pursue to completion the cure or remedy of such violation or non-compliance;

(b) costs and expenses, including reasonable attorneys' fees, whether or not suit be brought, incurred by the Association in the enforcement of the provisions of this Declaration against a particular Parcel or the Owner of such Parcel;

**9.9 INTENTIONALLY DELETED**

**9.10 SUBORDINATION OF ASSESSMENT LIEN.** The lien upon any Parcel of and for all Assessments provided for in this Declaration shall be and is hereby made junior, inferior and subordinate in all respects to the lien of any bona fide first mortgage on such Parcel held by an institutional. The sale, transfer or conveyance of title to a particular Parcel shall not affect the effectiveness, viability or priority of any Assessment lien or the personal liability of the Owner of such Parcel for the payment of any Assessment; provided, however, that the sale, transfer or conveyance of title to a particular Parcel pursuant to judicial proceedings in foreclosure of a bona fide first mortgage on such Parcel held by an institutional lender shall extinguish the lien of such Assessments (but not the personal liability of the Owner of such

Parcel) as to payments on account thereof which became due and payable prior to such foreclosure sale, transfer or conveyance. However, no such foreclosure sale, transfer or conveyance shall relieve such Parcel or any successor Owner of that Parcel from the personal obligation or liability for the payment of any Assessments accruing or becoming due and payable subsequent to such sale, transfer or conveyance or from the lien thereof.

**9.11 NO DEFENSES OR OFFSETS.** All Assessments shall be payable in the amounts and at the times specified in any Notice of Assessment and no defenses or offsets against the payment of such amount shall be permitted for any reason whatsoever.

## **ARTICLE 10**

### **NON-PAYMENT OF ASSESSMENTS**

**10.1 DELINQUENCY.** Any Assessment established, made, levied or imposed by the Association pursuant to and in accordance with this Declaration which is not paid on its due date shall be delinquent. With reasonable promptness after any Assessment becomes delinquent, the Association shall provide written notice of such delinquency to the Owner of the Parcel with respect to which such delinquent Assessment has been made, levied and imposed. If the delinquent Assessment is not paid within ten (10) days following the delivery of such notice of delinquency, the Association, in its discretion, shall be entitled to immediately impose a late charge for the administration of such delinquent Assessment in an amount equal to five percent (5%) of the delinquent Assessment, but in no event less than \$50.00. Additionally, any such unpaid Assessment shall bear interest from the date of delinquency at the highest rate then allowed by the laws of the State of Florida or such lesser rate as shall be determined by the Board of Directors of the Association, in its discretion.

**10.2 NOTICE OF LIEN.** At any time following the expiration of a period of ten (10) days following the aforesaid delivery of the notice of delinquency, the Association shall be entitled to cause a Claim of Lien for such delinquent Assessments to be filed among the Public Records of Lake County, Florida. Any such Claim of Lien shall, among other things, state and identify the legal description of the Parcel against or with respect to which the lien is claimed, the name of the record Owner of, such Parcel as best known to the Association as determined from its records, the amount of the lien claimed, including interest, late charges, and costs and expenses associated with collection, including attorneys' fees, if any, accrued to the date of the execution of such Claim of Lien. Any claim of Lien filed pursuant to this Section 10.2 shall be subject to Section 9.10 of this Declaration.

**10.3 FORECLOSURE OF ASSESSMENT LIEN.** At any time subsequent to the filing of the aforesaid Claim of Lien among the Public Records of Lake County, Florida against or with respect to a particular Parcel, the Association shall be entitled to bring an action in the Circuit Court in and for Lake County, Florida to foreclose the lien of the Association for delinquent Assessments evidenced by such Claim of Lien in the same manner as mortgage liens are foreclosed. Any judicial sale pursuant to such foreclosure action shall be conducted as ordered by the Court or in accordance with the provisions of Section 45.031 Florida Statutes, as amended or replaced from time to time. The Association shall have the right and power to bid at any foreclosure sale with respect to any lien foreclosed by it using its judgment for the delinquent Assessment, Association funds, or funds otherwise borrowed by the Association for that purpose, and if the successful bidder at such foreclosure sale, to acquire, own, hold, lease, sell, mortgage and convey any Parcel upon or with respect to which it has foreclosed its lien for delinquent Assessments.

**10.4 COLLECTION FROM OWNER.** The Association shall, at any time following the delivery of the aforesaid notice of delinquency, also be entitled to bring an action at law for the recovery and collection of such delinquent Assessment in the Circuit Court of the Judicial Circuit in and for Lake County, Florida against the Owner of the Parcel personally obligated for the payment of such delinquent Assessment. Each Owner of a Parcel, by the acceptance of a deed or other conveyance of the Parcel owned by such Owner shall be deemed to have agreed and consented to the jurisdiction of said Court over the person of such Owner for purposes of any action at law for the recovery and collection of any delinquent Assessment for the payment of which such Owner is personally obligated.

**10.5 JUDGMENT AMOUNT.** Whether in an action at equity to foreclose the lien of the Association for delinquent Assessments or in an action at law for the recovery and collection of any such delinquent Assessment from the Owner of the Parcel personally obligated for the payment of the same, the Association shall be entitled to recover in such proceedings the amount of such delinquent Assessment, together with late charges and interest thereon, if any, and such costs and expenses, including reasonable attorneys' fees, associated with the enforcement, recovery and collection thereof as may be awarded by the Court.

**10.6 REMEDIES CUMULATIVE.** The remedies herein provided for the collection and enforcement of Assessments and the foreclosure of the lien therefor shall be cumulative and not alternative; it being expressly provided that any suits brought for the collection of Assessments against the Owner personally obligated and liable for the payment of the same and for the foreclosure of the lien herein provided against the Parcel involved may be brought simultaneously as separate counts in the same action.