



**THIS INSTRUMENT PREPARED BY:**

**NAME:** GEORGE HOWELL, III, ESQ.  
**ADDRESS:** PrimeCo Personal Communications, Limited Partnership  
8875 Hidden River Parkway, Suite 350  
Tampa, FL 33637

Orange Co FL 1998-0088730  
031298 08:59:33am  
OR Bk 5432 Pg 1024  
Rec 10.50

**"EXHIBIT C"  
SHORT FORM LEASE  
(Site Lease ID #:81300-2) UCF STACK**

THIS SHORT FORM LEASE evidences that a lease was made and entered into by written Lease Agreement dated 2/16, 1998, by and between UNIVERSITY OF CENTRAL FLORIDA, acting for and on behalf of THE BOARD OF REGENTS, a public corporation of the State of Florida, ("OWNER") whose address is 4000 Central Florida Blvd., Orlando, Florida 32816, and PRIMECO PERSONAL COMMUNICATIONS, LIMITED PARTNERSHIP, a Delaware limited partnership ("PRIMECO") whose address is 8875 Hidden River Parkway, Suite 350, Tampa, Florida 33637, the terms and conditions of which are incorporated herein by reference. OWNER hereby leases to PRIMECO a certain site located near the intersection of University Boulevard and Alafaya Trail (SR 520), City of Orlando, County of Orange, State of Florida, within the property of OWNER which is described in "Exhibit A" attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities, all as more specifically described in the Lease Agreement, the terms of which are incorporated herein by reference. For a term of five (5) years commencing on the date that is the earlier of (i) one hundred twenty (120) days after the Execution Date or (ii) the date that PRIMECO commences installation of its communications facilities on such site, which term is subject to one (1) additional automatic extension period and three (3) additional five (5) year extension periods by mutual written consent.

IN WITNESS WHEREOF, OWNER and PRIMECO have duly executed this Short Form Lease as of the day and year first above written.

**OWNER:**

University of Central Florida, acting for and on behalf  
The Board of Regents, a public corporation of the State of Florida

By: Ray Kuebler  
Name/Title: W. G. Winstad, Director of Purchasing  
S.S./Tax No.: (exempt)  
Address: P. O. Box 160055  
Orlando, FL 32801-0055  
Date: 2/16/98

Witnesses:  
(1) William J. King (2) Donna Dango  
(Print name signed above) (Print name signed above)

See Attachment "SN" for continuation of Owner signatures.

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this 16 day of Febr, 1998, by W. G. Winstad, as Director of Purchasing of the University of Central Florida, acting for and on behalf of The Board of Regents, a public corporation of the State of Florida. He is personally known to me or has produced \_\_\_\_\_ as identification, and who did/did not take an oath.

(Printed, Typed or Stamped Name of Notary)

Donna C. Dango  
(OFFICIAL NOTARY SIGNATURE)  
Notary Public - State of Florida



Donna C. Dango  
MY COMMISSION # 00551190 EXPIRES  
May 7, 2000  
BOOKED THRU TRU FAY INSURANCE, INC.

**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 1998, by Thomas J. Marler, as VP/GM - Central Florida MTA of PrimeCo Personal Communications, Limited Partnership, a Delaware limited partnership, on behalf of the partnership. He is personally known to me, or has produced \_\_\_\_\_ as identification, and who did/did not take an oath.

(Printed/Typed/Stamped Notary Name)

Janice E. Topolato  
(Official Notary Signature)  
Notary Public - State of Florida



THJ  
Correct Initials  
PrimeCo Initials

EXHIBIT "A"  
DESCRIPTION OF OWNER'S PROPERTY

SITE ID: 81300-2

OR Bk 5432 Pg 1025  
Orange Co FL 1998-0088750

Recorded - Martha O. Haynie

The West  $\frac{1}{4}$  of Section 2, Township 22 South, Range 31 East, subject to right of way for road over the North 40 feet thereof. The East  $\frac{1}{4}$ , and that part of the East  $\frac{1}{4}$  of the West  $\frac{1}{4}$  of Section 3, Township 22 South, Range 31 East, lying East of Alafaya Trail, subject to right of way for road over the North 40 feet thereof. The Northeast  $\frac{1}{4}$ , and that part of the Northwest  $\frac{1}{4}$  lying East of Alafaya Trail, and that part of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , less the South 60 feet, lying East of Alafaya Trail, of Section 16, Township 22 South, Range 31 East. The Northwest  $\frac{1}{4}$  of Section 11, Township 22 South, Range 31 East in the County of Orange, State of Florida.

Prepared By:  
Mary Beth Liberto, Esq.  
University of central Florida  
P. O. Box 160015  
Orlando, FL 32816

Orange Co FL 2000-0123353  
03242000 10:12:21am  
OR Bk 5967 Pg 3239  
Rec 91.50

RETURN TO:  
Jere F. Daniels, Esquire  
Winderweedle, Haines, Ward & Woodman  
Post Office Box 880  
Winter Park, Florida 32790

SUB - LEASE

THIS SUB-LEASE ("Lease" herein) between Board of Regents of the State of Florida ("Landlord" herein), acting for and on behalf of the University of Central Florida ("University" herein), and Alpha Xi Delta Building Corporation of Orlando, Inc. ("Tenant" herein), whose mailing address is 4210 Arbor Oaks Court, Orlando, FL 32808, whereby Landlord leases to Tenant and Tenant leases from Landlord that certain real property ("Lot" herein) located in Orange County, Florida, particularly described in Exhibit "A" attached hereto and by reference made a part hereof, upon the following terms and conditions.

1. The term of this Lease shall commence on the date it is executed by Landlord and shall terminate sixty (60) years thereafter (unless terminated sooner under any of the terms and conditions herein contained); with Tenant to have the right and option to renew this Lease for an additional (20) year term as hereinafter provided.

2. Tenant acknowledges that the Lot is the subject of a ninety-nine (99) year lease (No. 2721) dated January 22, 1974, wherein the Landlord herein is the Lessee and the State of Florida Board of Trustees of the Internal Improvement Trust Fund is the Lessor ("Lessor" herein). Tenant further acknowledges receipt of a copy of said ninety-nine (99) year lease and that this Lease is subject to all the terms and conditions thereof. Tenant covenants that it will be bound by and will abide by all the terms and conditions of said ninety-nine (99) year lease and it will neither commit any act nor fail to commit any act which commission or omission would constitute a default thereunder.

3. The consideration for this Lease is the sum of \$10.00, and other good and valuable consideration. The Tenant asserts that it is desirous of sponsoring a housing unit at the University at which its members and scholars can be housed and to which its name can be affixed. The University, for its part, recognizes the value of having housing units available as an important adjunct in creating an academic atmosphere. Both parties recognize that these mutual benefits provide full, complete, and adequate consideration for the obligations herein created. By executing this agreement, both parties fully intend to be bound by the same.

4. Tenant shall use the Lot subject to the following restrictions, covenants and reservations:

A. One or more buildings may be constructed on the Lot, and any construction method may be employed provided it meets all applicable code restrictions and has been reviewed and approved by the University as set forth herein. Said building(s) shall be used solely and exclusively as a University-approved housing facility for housing students attending the University of Central Florida.

B. No building shall be erected or altered on the Lot until all required permits and approvals have been obtained, nor until drawings and specifications have been approved in writing by the University Director of Facilities Planning ("Planning" herein) as to quality of recommended materials, harmony of external design with existing buildings, and as to location with respect to topography and finished grade elevations.

(i) All construction documents shall be prepared by an architect/engineer licensed to practice in the State of Florida.

(ii) Documents shall be submitted by individual Housing Corporations to "Planning" (in triplicate) as follows:

(1) Schematic Design (which shall include site plan except in instances where a planned renovation will not expand the outer perimeter of the walls, porches, overhangs, and steps of an existing house or paved areas on the lot)

(2) Design Development; and

(3) Contract Documents (Working drawings and specifications).

Approval of Contract Documents must be obtained prior to the commencement of any construction. Exceptions will be considered to the above requirements for document submittals for design processes not of a conventional nature.

(iii) Approval or disapproval of each phase of development will be issued within three weeks of "Planning's" receipt of the submittal. Note that compliance with all applicable codes and regulations is the total responsibility of the project architect/engineer.

(iv) The housing facility shall be designed and constructed in accordance with the following guidelines:

(1) The housing facility to be constructed on the Lot shall be of such size as to comfortably accommodate not less than 6 students living in the facility.

(2) The net liveable floor space of the housing facility, exclusive of open porches and terraces, shall be not less than 1800 square feet (for 6 students plus a housekeeper, with the area increased as required for additional students).

(3) The housing facility shall be constructed so the front faces the front lot line, shall not be constructed on the Lot closer than 50 feet from the front lot line nor closer than 15 feet from the side and rear lot lines. For the purposes expressed herein, overhangs, eaves and steps shall not be considered a part of the housing facility; provided, however, that this shall not be construed to permit any portion of the housing facility to encroach upon another lot.

On corner lots, the front yard shall be considered as abutting the street upon which the Lot has its least dimension. The rear yard in this case shall be opposite the front yard. The following structures are specifically excluded from the setback restrictions:

- (a) Steps and walks
- (b) Landscaping and landscape berms.
- (c) Planters not to exceed 3' in height.
- (d) An identification or directional sign or other sign specifically approved by the University.

(4) Sufficient parking shall be provided at the rear of the facility to accommodate the cars of all persons living on the premises. This does not have to be a paved lot but should be well defined and have suitable surfacing material.

(5) No tree may be removed from the Lot without the University's written approval.

(6) No building shall be more than three (3) stories in height.

(7) The Lot shall be sodded, irrigated, and landscaped with University-approved materials.

(8) Provide access for service and delivery vehicles. Provide sanitary means of garbage storage (with can washing facilities) in an area concealed from view.

(9) All roof mounted mechanical equipment and/or ductwork shall be screened from view by an enclosure which is compatible with the architecture of the building. Consideration shall be given to the line of sight from adjacent buildings.

(10) Incinerator vents and stacks shall be located on the rear or non-street side of the building.

(11) Gutters and downspouts shall be a color compatible with the surface to which they are attached. If they are used as a major design element, the color shall be consistent with the color scheme of the building.

(12) Air conditioning equipment at grade shall be screened from the view of streets and adjacent properties.

(13) Vents, louvers, exposed flashing, tanks, stacks, overhead doors, rolling and "man" service doors shall be a color consistent with the color scheme of the building.

(14) All fencing used for screening shall be compatible with the architecture of the housing facility. Chain link and/or perimeter fencing will not be permitted. Maximum height of any fencing or combination of earth berm with fencing shall be six (6) feet.

(15) No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained outside of any building, whether attached to an improvement or otherwise, without the prior written approval of the University.

(16) Exterior Lighting

(a) Exterior illumination of buildings, parking lots, service areas, sidewalks and driveways on-site shall be designed and installed to avoid visible glare (direct or reflected) from the street and adjacent properties.

(b) The use of site floodlighting, building-mounted or otherwise, or tall "freeway-type" fixtures is prohibited.

(c) All outdoor lighting fixtures shall be compatible with or complement the architectural character of the site and lighting fixtures along public rights-of-way.

(d) Lighting fixtures used to illuminate driveways and parking and service areas shall be freestanding fixtures with cut-off light sources.

- (e) Security lighting shall not project above the fascia or roof line of any building. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures, and are restricted to lighting only service, storage, loading and other similar areas.
- (f) All exterior lighting fixtures shall be provided with high pressure sodium lamps, and be of a vandal-proof type.
- (g) The maximum height for poles on-site shall be 20'.

(17) Signs

- (a) For the purpose of these standards, signs shall mean all names, insignias, trademarks, and descriptive words or material of any kind affixed, inscribed, erected or maintained upon an individual site or upon any improvement on individual sites.
- (b) A sign shall be permitted to identify the organization occupying the housing facility provided it meets the requirements set forth herein.
- (c) No sign shall be located nearer than fifteen (15) feet to any property line.
- (d) The design, format and materials used in construction of the sign shall be consistent with the architecture of the site. All signs and sign elements including shape, form, materials, size, color and location shall be subject to approval by the University.
- (e) An identification sign will be permitted on an exterior wall of the building near the main entrance provided it is clearly integrated with the architecture and does not project above any roof or canopy.
- (f) The following signs will not be permitted:
  - 1. Billboards

2. Trailer signs
3. Roof signs
4. Any sign painted directly on any wall surface.
5. Any sign that has moving elements, flashing lights, or creates an appearance or illusion of motion.

(g) During Student Government election campaigns, it will be permissible for temporary signs or banners to be displayed promoting certain candidates provided they are promptly taken down after the election. No other political campaign signs will be permitted.

C. All construction work shall be performed by a general contractor licensed by the State of Florida.

D. The general contractor selected by the Tenant to perform the construction work shall be required to furnish a payment and performance bond (given for the benefit of the Landlord as well as the Tenant), in such form and with good and sufficient surety, as may be acceptable to "Planning," covering the faithful performance of the construction contract in strict compliance with the Contract Documents, and payment of all obligations in the full amount of the total contract sum; with "Planning" to receive a copy of said bond and certificate from the surety prior to the commencement of any construction.

E. Prior to and as a condition to commencement of construction, the contractor shall deliver to "Planning", in a form acceptable to the University Attorney, a properly executed and written waiver by the contractor and each subcontractor, waiving any right each of them may have to claim a lien of any kind or nature upon the land and improvements to be constructed thereon.

F. The architect/engineer who prepared the Contract Documents shall be required to make and be responsible for all site inspections, approval of all phases of construction and payment authorizations.

(i) The housing corporation shall keep "Planning" advised, directly or indirectly through the architect or contractor, of the construction progress so as to allow observation at any time.



(ii) It must be emphasized that the sole responsibility for construction observation and administration lies with the architect/engineer.

(iii) Before occupancy of the housing facility, it will be the responsibility of the housing corporation to be assured by the architect and contractor that all plumbing, mechanical, and electrical work and appliances specified in the Contract Documents are performing as required.

(iv) Promptly after completion of all construction, the architect/engineer shall furnish to "Planning" mylar as-built drawings of the housing facility.

G. The Tenant guarantees that the construction of the housing facility will be performed and completed in strict compliance with the Contract Documents as approved by "Planning", unless otherwise modified by applicable code requirements. Notwithstanding the foregoing, Tenant may propose to erect on the property herein described units commonly known as "manufactured housing" with the approval of "Planning". In the event Tenant desires to erect or install such buildings, other documents required to be furnished regarding the construction and erection of premises shall be deemed modified accordingly and in accordance with the best practices of the manufactured housing industry. Any manufactured building shall bear the insignia of approval of the State of Florida Department of Veterans and Community Affairs.

H. The Tenant acknowledges and agrees that neither the Lessor, the Landlord, University, nor any of their employees or agents, shall assume any responsibility or liability of any kind or nature for inferior or negligent construction of the housing facility, nor for personal injury or death to any person, or damage to property because of having approved the Contract Documents, regardless of whether the Contract Documents contain defects of any kind or nature; and that neither Lessor, Landlord nor University assumes any obligation to inspect the various phases of construction of the housing facility. Similarly, although Lessor, Landlord and University do not have any obligation to inspect the construction of the housing facility at any time, if, at their option and for their own benefit, they, or any of them, actually inspect or cause to be inspected, the housing facility or any phase of construction thereof, or do no

inspections, Lessor, Landlord and University shall not assume any responsibility or liability of any kind or nature whatsoever for injury or death to any person, or for property damage as a result of defective construction or deviation from the Contract Documents in construction of the housing facility. If the general contractor deviates from the Contract Documents in construction of the housing facility, failure to inspect the construction of the housing facility or to object to such deviation at the time of any inspection shall not constitute approval by Landlord or University of such deviation or prohibit Landlord or University from thereafter requiring correction of the deviation so as to be in strict compliance with the Contract Documents.

I. The Lot shall at all times be considered a part of the University Campus; and the Lot and the housing facility to be built thereon, as well as all persons entering thereon or therein, whether as a resident, guest, or invitee, shall be subject to Landlord's and University's rules and regulations pertaining to traffic, sanitation, police regulations, conduct of students and University employees, and all governing rules and regulations of University Greek organizations.

J. In event construction of the housing facility, as herein described, shall not commence within eighteen months from the date of Landlord's execution of this Lease and the construction pursued with reasonable diligence, Landlord, on demand, shall have the right to terminate the Lease without refund of the total rental paid by Tenant. And shall have the right to assess the Tenant for the total of any other expenses incurred by Landlord and University in connection with or arising out of this Lease.

5. If, during the construction of the improvements on the premises it appears that the Tenant has at any time apparently abandoned construction or completion of the project, the University shall so advise the Tenant in writing. The Tenant shall then have thirty days within which to respond to the University's suggestion that the project has been apparently abandoned. In the event the Tenant fails to respond within the thirty day period, or within the period of time confirms that it has abandoned the project, the University shall then declare that the project has been permanently abandoned. At that juncture, the University shall enter into consultation with any lender or mortgagee having an interest in the project with the end in view of securing another tenant ready, willing and able to complete the

project. If, after a reasonable period of time, it appears that no successor tenant meeting University or lender or mortgagee requirements is available, the University shall then declare that the project has been permanently abandoned, and that title to all improvements, material, machinery, items of personal property, elements constituting real property, shall then vest in the University. The University may, at that time, either seek a successor tenant to continue the project, continue the project itself, or remove from the campus all of the improvements, whether consisting of real or personal property, of whatever nature and description, charging the cost of such removal to the account of the Tenant, and otherwise return the site to its original condition. Upon the abandonment of the project this Lease shall terminate.

6. After completion of the housing facility, if Tenant should desire to sub-sub-lease the Lot and lease the housing facility, Tenant shall first offer to Landlord and Lessor the right to terminate this Lease on the following terms and conditions:

Tenant shall make said offer to Landlord and Lessor in writing, and Landlord and Lessor shall have six (6) months from the submission of said offer within which to accept the offer by written notice to Tenant, and an additional six (6) months after acceptance to consummate the termination. Tenant's written offer shall be delivered to University. In event Landlord or Lessor terminate the Lease, Landlord shall pay to Tenant a sum to be computed as follows:

A. The appraised value of the housing facility constructed on the Lot by Tenant as of the date that said written offer to purchase is accepted by Landlord, less the total cost of any other expenses incurred by Landlord or University in connection with or arising out of this Lease.

B. The term "appraised value" as used herein, shall mean that value placed thereon by two or more of three appraisers, one appraiser to be selected by Landlord and one by Tenant, and a third by the two appraisers thus selected, or as determined by a single appraiser selected by both Landlord and Tenant (with each appraiser selected to be a member of the Appraisers Institute of the National Association of Realtors). The appraiser(s) shall be selected within 60 days after the written offer to terminate is delivered to Landlord, and the appraiser(s) report shall be delivered to both Landlord and Tenant

within 45 days thereafter. The cost for the appraiser(s)' report shall be borne by Tenant. If Landlord declines to accept the offer to terminate this Lease, either by giving express written notice to Tenant or by not responding in any manner within six (6) months from receipt of Tenant's offer, (and providing Tenant is not in default of any of its obligations under this Lease), Tenant shall be free to sub-sub-lease the Lot and the improvements thereon but only to an organization similar to Tenant and to be used only for the same purposes as allowed hereunder. Provided, however, Tenant shall not be released from any of its obligations hereunder and Tenant's sub-sub-Lessee shall execute a document agreeing to be bound by all the terms, conditions and covenants of this Lease and attorning to Landlord. Further, Tenant shall have no right to sub-sub-lease without the written consent of Landlord; and Tenant shall not have the right to assign any of its right, title, estate or interest in the Lot and improvements thereon except under all the conditions set forth in this paragraph; (provided, however, that the conditions set forth in this paragraph shall not apply in the event Tenant assigns its right, title, estate or interest therein and hereunder to a partnership or corporation in which Tenant has an interest as a general partner, limited partner, or shareholder and the right of that assignee subsequently to sublease the lot and improvements thereon to the Tenant.)

7. Nothing contained in this Lease shall be construed to limit or restrict the right of Landlord or University to regulate or modify the use of roads, streets, parkways, parks, driveways, parking areas, and other areas of vehicular or pedestrian traffic in the area of, and on the Lot, to the same extent as Landlord and University presently have or hereafter may have to regulate the use of such areas on other parts of the University campus.

8. The University will provide the utility lines for electrical, water, and sewage distribution systems, and telephone service as well as provision for storm water (all of these utilities referred to as "systems" herein) to the Lot property line. It shall be the responsibility of the housing corporation to provide the necessary extensions of the systems to the housing facility. Water and electric meters shall be provided by the housing corporation at the time extensions are made. After the installation of the systems, the University will maintain the utility lines

it installed to the property line, and the housing corporation shall maintain the extensions that it had installed from that point. All lines shall be underground. The University will provide and maintain a paved road along the front line prior to Tenant occupancy. Other roads, drives, parking areas, etc.; paved or otherwise, shall be the responsibility of the housing corporation.

9. Tenant shall maintain the housing facility constructed on the Lot in good condition and repair at all times. Tenant shall promptly make any and all repairs to the housing facility that may be necessary or desirable, including, but not limited to, those made necessary because of misuse or neglect by Tenant or its agents, employees, guests or invitees who may be in, on, or around the Lot and housing facility. Any and all repairs shall be made in quality at least equal to the original construction. Tenant shall also be responsible for installation and maintenance of University approved landscaping on the Lot. The Lot shall at all times be kept in a neat and clean condition and Tenant shall not permit the creation or maintenance of any unsafe or hazardous condition on the Lot or in or on the housing facility. Should Tenant fail to make any necessary repair promptly, or fail to remove any hazardous or dangerous condition which may come to exist on the Lot or in or around the housing facility, Landlord may make any such repairs and correct or remove any hazardous or dangerous condition and charge the cost thereof to Tenant, who, promptly upon demand, shall pay the cost thereof to the Landlord or be deemed in default hereunder.

10. In case of damage or destruction by fire or otherwise, Tenant shall repair, restore, or rebuild the housing facility on the Lot in accordance with the plans and specifications to be approved by Landlord under the same terms and conditions set forth in this Lease. Tenant shall commence the repair, restoration or rebuilding within a reasonable time after the damage or destruction has occurred, and shall proceed to completion with due diligence. As hereinafter set forth, all insurance proceeds shall be used only for the repair, restoration or rebuilding of the housing facility.

A. Tenant shall maintain fire and extended coverage insurance on the housing facility in an amount equal to the replacement value of the housing facility. Said insurance shall be in an amount acceptable to

Landlord. The insurance policy shall provide that the insurance shall not be cancelled by the insurer until a 30-day advance written notice is given to Landlord. A certificate of such insurance shall be provided by Tenant and delivered to Landlord at the time of Landlord's execution of this Lease. The entire proceeds of any insurance in case of loss shall be paid to a bank (to be agreed upon by Landlord and Tenant prior to Landlord's execution of this Lease) doing business in Orange County, as Trustee, which bank, in event the building is partially or completely destroyed by fire or other casualty, shall receive and distribute the proceeds of the insurance as herein provided. The entire proceeds of such insurance shall be paid to said bank and shall be held, paid and used solely for the repair, rebuilding or restoration of the housing facility on account of damage or destruction on which the insurance moneys will be paid. Tenant shall use such insurance moneys for the repair or reconstruction of the housing facility, and shall provide any additional sums required to complete the repair or reconstruction thereof, so that the repaired, rebuilt or newly constructed housing facility shall be at least equal in permanency of construction and value to the housing facility immediately prior to the damage or destruction. Said reconstruction shall be done in strict compliance with all the terms of this Lease just as if said housing facility was being built for the first time under all the terms of this Lease. The insurance moneys shall be paid out by the bank from time to time as the rebuilding, reconstruction or repair progresses, upon the signed certificate of the supervising architect/engineer, at the rate of 90% of the amounts due for labor and materials as shown by such certificates. The remaining 10% to be paid to Tenant after such repair or rebuilding shall have been completed and Tenant shall have furnished to the bank a certificate evidencing that all claims and demands for labor or materials used or furnished in repairing or rebuilding have been paid in full and that no claim or lien can accrue or be enforced against the Lot and housing facility on account thereof. In event of damage to or destruction of the housing facility where the cost of repairing or rebuilding same, as estimated by the supervising architect/engineer or certified by contract with a responsible contractor, shall exceed \$10,000, Tenant, before commencing repair or reconstruction of the housing facility, shall furnish to Landlord (for the benefit of Landlord and University as

well as Tenant), a payment and performance bond executed by a responsible surety company authorized to do business in the State of Florida as surety, in an amount of equal to the cost of repair or reconstruction as estimated by the supervising architect/engineer or as fixed by contract with a responsible contractor, conditioned that the repair or reconstruction of the housing facility shall be in strict compliance with the plans and specifications and that Tenant shall pay all claims and demands pertaining to such repair and rebuilding, and furnish to the bank evidence of payment thereof, and that no claim or lien can accrue or be enforced against the Lot and housing facility on account thereof.

B. The bond may be given by the contractor, if conditioned as required herein, and given for the benefit of Landlord and University as well as Tenant; and the cost thereof, and the necessary architect's/engineer's' fee, may be considered as a part of the cost of repair or reconstruction and paid by the bank out of the insurance moneys for the benefit of Tenant. The bond shall be delivered to and held by the bank.

C. Tenant agrees that it will commence required repairs or reconstruction promptly and within a reasonable time after the bank receives the proceeds of the insurance paid on account of damage or destruction, and prosecute the work of repair or reconstruction to completion promptly and with reasonable speed and diligence.

11. Tenant shall obtain and maintain, throughout the period of time that this Lease is in effect, comprehensive public liability insurance in an insurance company licensed and authorized to do business in the State of Florida, in an amount of not less than \$500,000 for injury or death to any one person, not less than \$2,500,000 on account of injury or death arising out of any one occurrence, and personal property damage insurance of not less than \$50,000 for each occurrence; which insurance shall designate Lessor, Landlord and University as additional insureds, and shall insure Lessor, Landlord and University against liability for injury or death to any person(s), for loss or damage to property occurring on, in, or about the Lot and housing facility arising from or growing out of the negligent act(s) of Tenant, its agents, employees, contractors, guests, invitees, and residents of the housing facility; or any use or occupancy of the Lot or housing facility by Tenant contrary to the valid laws, rules and

regulations of the State of Florida, County of Orange, and the United States of America. A certificate of such insurance shall be provided by Tenant to Lessor and Landlord at the time of their execution of this Lease, specifically providing that the insurance shall not be cancelled by the insurer until a 30-day advance written notice is given to Landlord. The amount of insurance required herein shall be adjusted each 5 years to reflect current values and trends in this type of insurance.

12. Tenant hereby agrees to at all times indemnify, save free and hold harmless the State of Florida, Lessor, Landlord, and University, and their agents and employees, from every and all cost, loss, damages, liabilities, expenses, claims, demands and judgments, including court costs and attorney fees, which may arise from or be claimed against the State of Florida, Lessor, Landlord, University, or their agents or employees, by any person(s) for any injury or death, or damage to property, or damage of whatever kind or character, consequent upon or arising from construction of the housing facility, Tenant's use and occupancy of the Lot and housing facility, or consequent upon or arising from any neglect or fault of Tenant, its agents, employees, guests and invitees, to comply with all laws, statutes, rules and regulations of the State of Florida, County of Orange, and the United States of America, now or hereafter in force; and, as a result thereof, if any suits or proceedings shall be brought against the State of Florida, Landlord, University, or their agents or employees, or any of them, Tenant, upon request of any one or more of them, shall defend same and shall pay whatever judgment(s) may be obtained against the State of Florida, Landlord, University, or their agents and employees.

13. Tenant not being in default in any of its obligations under this Lease, is hereby granted, and shall have the right to make such future alterations and improvements to the housing facility to be constructed on the Lot as may be necessary and beneficial in utilizing said housing facility consistent with the intended purpose, and provided that during the term of this Lease, no alterations or improvements shall be made to said housing facility which substantially affect the foundation, floors, walls, or roof of said housing facility without the prior written consent of University; which consent shall not be unreasonably withheld.

14. Tenant shall not make nor allow any unlawful, improper offensive use of the Lot or housing facility, or any use or occupancy thereof



contrary to the laws of the State of Florida, County of Orange, and which may now or hereafter be in effect. Tenant shall comply with all laws, statutes, ordinances, orders, rules and regulations of federal, state, county or of any departments or divisions thereof, and will comply with the directions of any public officers(s) thereof.

15. Landlord and University shall have the right, at any and all reasonable times, to enter upon the Lot and into the housing facility for the purpose of making inspections to determine whether Tenant is maintaining the Lot and housing facility in accordance with the terms of this Lease.

16. In event Tenant shall abandon the Lot and housing facility, or in event of any breach by Tenant of any of the terms, conditions or covenants contained in this Lease, and if said default shall continue for 15 days after written notice of such default has been given to Tenant by Landlord, this Lease shall automatically terminate. In addition, if Tenant shall make an assignment for the benefit of creditors, or if a receiver or trustee is appointed for Tenant, or if there is a voluntary or involuntary petition in bankruptcy filed which is not discharged within 15 days of its being filed, or if Tenant is declared insolvent or if Tenant is adjudged a bankrupt or files for an arrangement for reorganization under the Bankruptcy Laws, or if any of Tenant's assets or property on the Lot or in the housing facility shall be attached or levied upon, it shall constitute a default hereunder and this Lease shall automatically terminate. Upon the termination of this Lease, either under any of the provisions contained in this paragraph, or under any provision contained in this Lease, all right, title and interest of Tenant in and to this Lease, and in and to the Lot hereby leased, and in and to the housing facility to be constructed thereon shall automatically become terminated and forfeited, and all right, estate and interest of the Tenant in and under this Lease and in and to the Lot and housing facility to be constructed thereon shall vest in Landlord. Further, Landlord shall be entitled to seek and pursue any other rights recognized or available to it under the laws of the State of Florida.

17. Tenant shall not suffer the underlying fee simple or the University's leasehold interest to the land to become subject to any lien, charge or encumbrance whatsoever, and shall indemnify Lessor and Landlord

against any liens, charges or encumbrances; it being expressly agreed that Tenant shall have no authority, express or implied, to create any lien, charge or encumbrance upon the underlying fee simple or the University's leasehold interest to the land provided, however, that Tenant may pledge this sub-Lease, the housing facility and improvements, as security for loans, mortgages or financing.

18. Landlord does not warrant nor guarantee title, right or interest in the Lot.

19. Tenant, not being in default of any of its obligations under this Lease, shall have the option and right to extend this Lease for a term of twenty (20) years (called "first extension" herein), subject to the following conditions:

A. If Tenant desires to exercise its option to extend this Lease for an additional term of twenty (20) years, it shall do so by giving written notice thereof to Landlord during the last year of the sixty (60) year term of this Lease and at least six (6) months in advance of the expiration of the sixty (60) year term granted under this Lease.

B. If Tenant exercises its right to the first extension, then all of the terms of this Lease shall be just as applicable and binding as if the first extension was the original term of this Lease.

20. No assent, express or implied by Landlord or University, to any breach of any of the conditions, terms, or covenants contained herein to be performed by Tenant shall be deemed a waiver of any succeeding breach by Tenant of the same condition, term or covenant or any other condition, term or covenant.

21. Upon the termination of this Lease, whether by expiration of the term granted hereunder or earlier termination by virtue of default of Tenant, or for any other reason whatsoever, Tenant agrees to peacefully surrender to Landlord possession of the Lot and housing facility in as good condition and repair as reasonable and proper use thereof will permit; and Tenant shall execute any and all documents that might be necessary or requested by Landlord in order to effect such transfer.

22. The covenants, restrictions and reservations contained in this Lease are also deemed to be for the benefit of University on whose campus the Lot is located; and Landlord hereby designates University as its agent to act for it in all matters pertaining to this Lease, including, by way of

illustration and not limitation, the right to take any action necessary to enforce any of the provisions hereof, just as if University was the Landlord herein. University, by joining in the execution of this Lease, consents to be bound by any obligations imposed on it by the terms and conditions of this Lease.

23. Any notice herein required to be given to Landlord or University shall be served by Certified Mail, return receipt requested, or delivered personally to: Vice-President for Student Affairs, 282 Administration Bldg., University of Central Florida, Orlando, Florida 32816. All notices to be served upon Tenant shall be served by Certified Mail, return receipt requested, or delivered personally to Tenant at: Alpha Xi Delta Building Corporation of Orlando, Inc., 4210 Arbor Oaks Court, Orlando, Florida 32808.

All notices delivered by mail shall be deemed given when deposited in the U.S. Mail, in a securely-sealed envelope, properly addressed, postage prepaid.

~~\_\_\_\_\_~~

ORANGE COUNTY DEPARTMENT OF REVENUE  
DEPARTMENT AS IS.

IN WITNESS WHEREOF, the parties have caused this sublease to be executed in four (4) counterparts, each of which shall be deemed an original, on the dates indicated.

P.J. McIntire  
Witness P.J. McIntire  
Maria Magdalena  
Witness Maria Magdalena

STATE OF FLORIDA BOARD OF REGENTS

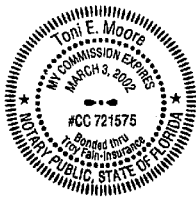
By: C.W. Blackwell (SEAL)

Its: Vice Chancellor  
C.W. Blackwell, Vice Chancellor  
"LANDLORD"

STATE OF FLORIDA  
COUNTY OF Leon

ADDRESS: 40 University of Central Florida  
Office of General Counsel  
P.O. Box 160015  
Orlando, FL 32816-0015

The foregoing instrument was acknowledged before me this 11th day of February, 192002, by C.W. Blackwell, as Vice Chancellor



Toni E. Moore (SEAL)  
NOTARY PUBLIC

My Commission Expires: 3/3/02

Amy Barnickel  
Witness Amy Barnickel  
Susan Laden  
Witness Susan Laden

STATE OF FLORIDA UNIVERSITY OF  
CENTRAL FLORIDA

By: John C. Hitt (SEAL)

Dr. John C. Hitt  
Its: President

"UNIVERSITY" ADDRESS: 40 Office of  
General Counsel  
P.O. Box 160015  
Orlando, FL 32816

Legal Content Approved

STATE OF FLORIDA  
COUNTY OF Orange

Mary Beth Liberto, 11/29/99  
Mary Beth Liberto, General Counsel

The foregoing instrument was acknowledged before me this 29th day of November, 1999, by John C. Hitt, as President

William R. Witt, Sr. (SEAL)  
NOTARY PUBLIC

My Commission Expires:



William R. Witt, Sr.  
MY COMMISSION # CC832023 EXPIRES  
August 17, 2003  
BONDED THRU TROY FARM INSURANCE, INC.

Alpha Xi Delta Building  
Corporation of Orlando, Inc.  
XXXXXXXXXXXXXXXXXXXX  
STATE OF FLORIDA

[Signature]  
Witness Kimberly G. Serravallo  
[Signature]  
Witness EDWARD CASORIA

By: [Signature] (SEAL)  
Shirley Pettit  
Its: President

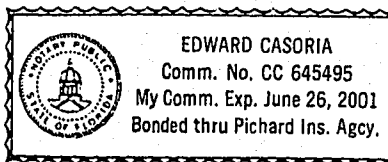
"TENANT"

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this  
19th day of November, 1999, by Shirley Pettit of Alpha Xi  
Delta Building Corporation Of Orlando, Inc, a Florida  
corporation on behalf of the corporation.

[Signature] (SEAL)  
NOTARY PUBLIC

My Commission Expires:



Consented to by the TRUSTEES on 14th day of February, 2000.

Gloria C. Nelson  
OMCM, Division of State Lands,  
Department of Environmental Protection

Approved as to Form and Legality  
By: [Signature]  
DEP Attorney

EXHIBIT "A"

Legal Description: Lot No. 6

OR Bk 5967 Pg 3258  
Orange Co FL 2000-0123353

Recorded - Martha O. Haynie

From the Southwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida; run N. 89° 26' 19" E. along the South line of the Southwest 1/4 of said Section 3, for a distance of 1344.83 feet to the Point of Intersection of a curve concave to the East and external to the curvature of the centerline of State Road S-520 as shown by Florida State Road Department plans for Section No. 75701 - 2601 dated December 23, 1958, said Point of Intersection being located at coordinates North 100,000.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run Thence N. 01° 08' 00" E. along the tangent of said curve and continuing N. 01° 08' 00" E. along the centerline of State Road S-520 for a distance of 2001.44 feet to an intersection with the centerline of Aquarius Drive, said intersection being at University coordinate point North 102,001.682 and East 5,039.422; run Thence N. 89° 21' 03" E. along the centerline of Aquarius Drive for a distance of 725.00 feet; run Thence N. 00° 48' 57" W. for a distance of 23.50 feet to the Point of Beginning; Thence continue N. 00° 48' 57" W., 279.96 feet; Thence run N. 79° 07' 36" W., 233.91 feet to a point on the arc of a curve concave Easterly and having a radius of 350.00 feet; Thence, from a tangent bearing of S. 20° 09' 53" W., Southerly along the arc of said curve thru a central angle of 51° 19' 32" for an arc distance of 313.53 feet to the P.C.C. of a curve concave Easterly; Thence run Southerly along the arc of said curve, having for its elements a radius of 50.00 feet and a central angle of 59° 39' 17" for an arc distance of 52.05 feet to a point on the North right-of-way line of Aquarius Drive; Thence run N. 89° 21' 03" E., 161.16 feet to the Point of Beginning. Containing 1.650 Acres, more or less.

Reserving a 6.0 foot wide strip along the Northerly line thereof for Utility Eastment.

**THIS DOCUMENT PREPARED BY:**

Jere F. Daniels, Jr., Esq.  
Winderweedly, Haines, Ward  
& Woodman, P.A.  
Post Office Box 880  
Winter Park, FL 32790-0880

**LEASEHOLD MORTGAGE AND SECURITY AGREEMENT**  
**("Mortgage")**

**THIS LEASEHOLD MORTGAGE AND SECURITY AGREEMENT** (the "Mortgage"), made this 10th day of March, 2000, between ALPHA XI DELTA BUILDING CORPORATION OF ORLANDO, FLORIDA, INC., a Florida not-for-profit corporation, whose mailing address is 118 Lago Vista Boulevard, Casselberry, Florida 32707 (the "Borrower"), and NATIONAL BANK OF COMMERCE, a corporation organized under the laws of the United States of America, whose mailing address is 1201 South Orlando Avenue, Winter Park, Florida 32789 (the "Lender");

**WITNESSETH:**

**WHEREAS**, Borrower is indebted to Lender in the principal sum of FOUR HUNDRED NINETY-SEVEN THOUSAND DOLLARS (\$497,000.00), together with interest thereon, as evidenced by that certain promissory note of even date herewith in the amount of FOUR HUNDRED TWO THOUSAND DOLLARS (\$402,000.00) and that certain promissory note of even date herewith in the amount of NINETY-FIVE THOUSAND DOLLARS (\$95,000.00), executed by Borrower and delivered to Lender, (collectively, the "Note"), which by reference is made a part hereof to the same extent as though set out in full herein. The Note, this Mortgage and all other documents executed in connection therewith, now or hereafter, are herein referred to as the "Loan Document(s)".

**NOW, THEREFORE**, to secure the performance and observance by Borrower of all covenants and conditions in the Note and all renewals, extensions and modifications thereof and in this Mortgage and in all other Loan Documents, and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for and in consideration of the sum of ONE DOLLAR (\$1.00) paid by Lender to Borrower this date, and for other valuable considerations, the receipt of which is acknowledged, Borrower does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over, warrant and confirm unto Lender, its successors and assigns forever:

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**NOTE: THIS IS A MORTGAGE ENCUMBERING THE BORROWER'S SUBLEASEHOLD INTEREST IN THE LAND AND A SECURITY AGREEMENT COVERING PERSONAL PROPERTY DESCRIBED HEREIN. AS SUCH, THIS MORTGAGE IS SUBJECT TO THE ANNUAL RECURRING INTANGIBLE TAX IMPOSED BY SECTION 199.032, FLORIDA STATUTES (1999), AND IS NOT SUBJECT TO THE NON-RECURRING INTANGIBLE TAX IMPOSED BY SECTION 199.133(1), FLORIDA STATUTES (1999).**

### THE MORTGAGED PROPERTY

(A) **THE LAND.** All that sub-leasehold estate, and all interests related thereto including extensions thereof, created by, and all of the right, title and interest of the Borrower as Lessee in, to and under that certain Sub-Lease dated February 11, 2000, by and between the Board of Regents of the State of Florida, as "Landlord", acting on behalf of the University of Central Florida, and Borrower, as "Tenant", a copy of which will be recorded simultaneously herewith in the Public Records of Orange County, Florida (which sub-lease is hereinafter referred to as the "Sub-Lease"), which Sub-Lease is subject to that certain Lease Agreement No. 2721 dated January 22, 1974, by and between State of Florida Board of Trustees of the Internal Improvement Fund, as "Lessor", and the Florida Board of Regents, as "Lessee", a copy of which is recorded in Official Records Book 3625, Page 1374 of the Public Records of Orange County, Florida (which ground lease is hereinafter referred to as the "Ground Lease"), which Sub-Lease grants a sub-leasehold estate to Borrower in and to that certain piece, parcel or tract of land of real property of which the Borrower is now in actual or constructive possession, situate in the County of Orange, State of Florida, (the "Land"), described as follows to wit:

From the Southwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida; run N. 89°26'19"E. along the South line of the Southwest 1/4 of said Section 3, for a distance of 13.44.83 feet to the Point of Intersection of curve concave to the East and external to the curvature of the centerline of State Road S-520 as shown by Florida State Road Department plans for Section NO. 75701-201 dated December 23, 1958, said Point of Intersection being located at coordinates North 100,000.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run thence N. 01°08'00"E. along the tangent of said curve and continuing N. 01°08'00"E. along the centerline of State Road S-520 for a distance of 2001.44 feet to an intersection with the centerline of Aquarius Drive, said intersection being at University coordinate point North 102,001.682 and East 5,039.422; run Thence N. 89°21'03"E. along the centerline of Aquarius Drive for a distance of 725.00 feet; run Thence N. 00°48'57" W. for a distance of 23.50 feet to the Point of Beginning; Thence continue N. 00°48'57" W. 279.96 feet; Thence run N. 79°07'36" W. 233.91 feet to a point on the arc of a curve concave Easterly and having a radius of 350.900 feet; Thence, from a tangent bearing of S. 20°09'53" W. Southerly along the arc of said curve thru a central angle of 51°19'32" for an arc distance of 313.53 feet to the P.C.C. of a curve concave Easterly; Thence run Southerly along the arc of said curve having for its elements a radius of 50.00 feet and a central angle of 59°39'17" for an arc distance of 52.05 feet to a point on the North right-of-way line of Aquarius Drive; Thence run N. 89°21'03" E., 161.16 feet to the Point of Beginning.

This is a leasehold mortgage and wherever contained herein and when the context so requires, the term "fee simple interest" or words of similar import shall be construed to include and mean "leasehold interest" and all of Borrower's right, title and interest in and to the leasehold interest is mortgaged and pledged to the Lender by this Mortgage.

(B) **THE IMPROVEMENTS.** TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, appliances, equipment, furniture, and personal property of every nature whatsoever now or hereafter owned by Borrower and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Land, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and



owned by Borrower, including all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to any of the foregoing and all of the right, title and interest of Borrower in and to any such personal property or fixtures (subject to any lien, security interest or claim) together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Borrower or on its behalf (the "Improvements").

(C) **EASEMENTS OR OTHER INTERESTS.** TOGETHER WITH all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Borrower of, in and to the same, including but not limited to all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property described in paragraphs (A), (B) and (C) (the "Property") hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property hereof or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Property or any part thereof.

(D) **ASSIGNMENT OF RENTS.** TOGETHER WITH all rents, royalties, issues, profits, revenue, income and other benefits from the Property to be applied against the indebtedness and other sums secured hereby, provided, however, that permission is hereby given to Borrower so long as no default has occurred hereunder, to collect, receive, take, use and enjoy such rents, royalties, issues, profits, revenue, income and other benefits as they become due and payable, but not in advance thereof, to enforce all Borrower's rights under any lease now or hereafter affecting the Property. The foregoing assignment shall be fully operative without any further action on the part of either party and specifically Lender shall be entitled, at its option upon the occurrence of a default hereunder, to all rents, royalties, issues, profits, revenue, income and other benefits from the Property whether or not Lender takes possession of the Property. Upon any such default hereunder, the permission hereby given to Borrower to collect such rents, royalties, issues, profits, revenue, income and other benefits from the Property shall terminate and such permission shall not be reinstated upon a cure of the default without Lender's specific consent. Neither the exercise of any rights under this paragraph by Lender nor the application of any such rents, royalties, issues, profits, revenue, income or other benefits to the indebtedness and other sums secured hereby, shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant hereto or to any such notice, but shall be cumulative of all other rights and remedies.

(E) **ASSIGNMENT OF LEASES.** TOGETHER WITH all right, title and interest of Borrower in and to any and all leases now or hereafter on or affecting the Property together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Borrower to collect the rentals and enforce its rights under any such lease. The foregoing assignment of any lease shall not be deemed to impose upon Lender any of the obligations or duties of Borrower provided in any such lease, and Borrower agrees to fully perform all obligations of the lessor under all such leases. Upon Lender's request, Borrower agrees to send to Lender a list, or copy, of all leases covered by the foregoing assignment and as any such lease shall expire or terminate or as any new lease shall be made, Borrower shall so notify Lender in order that at all times Lender shall have a current list of all leases affecting the Property. Lender shall have the right, at any time and from time to time, to notify any lessee of the rights of Lender as provided by this paragraph. From time to time, upon request of Lender, Borrower shall specifically assign to Lender as additional security hereunder, by an instrument in writing in such form as may be approved by Lender, all right, title and interest of Borrower in and to any and all leases now or hereafter on or affecting the Mortgaged Property, together with all security therefor and all monies payable thereunder, subject to the conditional permission hereinabove given to Borrower to collect

the rentals and enforce its rights under any such lease. Borrower shall also execute and deliver to Lender any notification, financing statement or other document reasonably required by Lender to perfect the foregoing assignment as to any such lease. Upon the reasonable request of the Lender, the Borrower shall provide the Lender with estoppel letters or certificates from the various tenants, if any, occupying the Mortgaged Property, stating in detail, the current status of their lease and/or occupancy of the Mortgaged Property.

This instrument constitutes an absolute and present assignment of the rents, royalties, issues, profits, revenue, income and other benefits from the Mortgaged Property, subject, however, to the conditional permission given to Borrower to collect, receive, take, use and enjoy the same and enforce its rights as provided hereinabove; provided, further, that the existence or exercise of such right of Borrower shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Borrower, and any such subsequent assignment by Borrower shall be subject to the rights of Lender hereunder.

**(F) FIXTURES AND PERSONAL PROPERTY.** TOGETHER WITH a security interest in (i) all property and fixtures affixed to or located on the Property which, to the fullest extent permitted by law shall be deemed fixtures and a part of the Property; (ii) all articles of personal property and all materials delivered to the Property for use in any construction being conducted thereon, and owned by Borrower; (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing; (iv) all contract rights, general intangibles, water and sewer payments, leases and lease payments, eminent domain awards, insurance policies and proceeds, actions and rights in action, as all of the same may relate to the Property; (v) all contracts, agreements, licenses and permits, now or hereafter in existence, used by the Borrower in connection with the operation of any business now, or hereafter, operated on the Land; and (vi) all instruments, documents, chattel papers and general business intangibles relating to or arising from the collateral described in this paragraph (F) and all cash and non-cash proceeds and products thereof. The foregoing items (i), (ii) and (iii) (hereinafter the "Tangible Property") include (a) all rights, title and interest of Borrower in and to the minerals, soil, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on the Property or under or above the same or any part or parcel thereof; (b) all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Property and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature whatsoever now or hereafter located in, upon or under the Property or any part thereof and used or usable in connection with any present or future operation of the Property and now owned or hereafter acquired by Borrower, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air cooling and air conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings; together with all building materials and equipment now or hereafter delivered to the Property and intended to be installed therein, including but not limited to lumber, plaster, cement, shingles, roofing, plumbing, fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all proceeds, additions and accessions thereto and replacements thereof; (c) all of the water, sanitary and storm sewer systems now or hereafter owned by the Borrower which are now or hereafter located by, over and upon the Property or any part and parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes, sewer and water tap units, and appurtenances thereto; and (d) all paving for streets, roads, walkways or entrance ways now or hereafter owned by Borrower and which are now or hereafter located on the Property or any part or parcel thereof. The foregoing items (iv), (v) and (vi) (hereinafter the "Intangible Collateral")

include (aa) all sewer permits, connection fees, impact fees, reservation fees, and other deposits or payments made in connection with the reservation, allocation, permitting or providing of wastewater treatment and potable water to the Property and any and all claims or demands relating thereto, now owned or which may hereafter be acquired by Borrower, together with all right, title, interest, equity, estate, demand or claim to the provision of wastewater treatment and potable water to the Property, now existing or which may hereafter be acquired by Borrower; (bb) all of Borrower's interest as lessor in and to all leases or rental arrangements of the Property or any part thereof, heretofore made and entered into, and in and to all leases or rental arrangements hereafter made and entered into by Borrower during the life of the security agreements or any extension or renewal thereof, together with all rents and payments in lieu of rents, together with any and all guarantees of such leases or rental arrangements and including all present and future security deposits and advance rentals; (cc) any and all awards or payments, including interest thereon and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of or decrease in the value of the Property; (dd) all of the right, title and interest of the Borrower in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of security agreements, and all proceeds or sums payable for the loss of or damage to the Property herein, or rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on any part of the Property; (ee) all contracts and contract rights of Borrower arising from contracts entered into in connection with development, construction upon or operation of the Property, including but not limited to, all deposits held by or on behalf of the Borrower, and all management, franchise and service agreements, related to the business now or hereafter conducted by the Borrower on the Property; (ff) all of the right, title and interest of the Borrower in and to any trade name, names of businesses, or fictitious names of any kind used in conjunction with the operation of any business or endeavor located on the Property; and (gg) all of Borrower's interest in all utility security deposits or bonds on the Property or any part or parcel thereof. Borrower (Debtor) hereby grants to Lender (Creditor) a security interest in all of the foregoing items (i) through (vi).

**(G) SECURITY AGREEMENT.** To the extent any of the property described encumbered by this Mortgage from time to time constitutes personal property subject to the provisions of the Florida Uniform Commercial Code (the "Code"), this Mortgage constitutes a "Security Agreement" for all purposes under the Code. Without limitation, Lender, at its election, upon Borrower's default under this Mortgage continuing beyond any applicable curative period, will have all rights, powers, privileges, and remedies from time to time available to a secured party under the provisions of the Code with respect to such property. Notwithstanding any provision of this Mortgage to the contrary, Borrower and Lender agree that, unless and until Lender affirmatively elects otherwise, all property in any manner used, useful, or intended to be used for the improvement of, or production of income from, the Land is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (i) any such items are physically attached to the Improvements; (ii) serial numbers are used for the better identification of certain equipment; or (iii) any such item is referred to or reflected in any financing statement filed or recorded at any time. Similarly, the mention in any financing statement of the rights in, or the proceeds of, any fire and/or hazard insurance policy, or any award in eminent domain proceedings for a taking or for loss of value, or Borrower's interest as lessor in any present or future lease or rights to income growing out of the use of the Mortgage Property, whether pursuant to a lease or otherwise, shall not be construed as altering any of Lender's rights as determined by this Mortgage, or otherwise available at law or in equity, or impugning the priority of this Mortgage, or the Loan Documents, or both, but such mention in any financing statement is declared to be for Lender's protection if, as, and when any court holds that notice of Lender's priority of interest, to be effective against a particular class of persons, including the Federal government and any subdivisions or entity of the Federal government, must be perfected in the manner required by the Code. Borrower agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as Lender may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property.

(H) **ASSIGNMENT OF SUB-LEASE.** TOGETHER WITH all right, title and interest of the Borrower in and to the Sub-Lease. This assignment constitutes an absolute and present assignment of all right, title and interest of the Borrower in and under the Sub-Lease. This assignment of Sub-Lease shall not be deemed to impose upon Lender any of the obligations or duties of the lessee under said Sub-Lease unless and until Lender elects to assume the obligation of the lessee thereunder. Notwithstanding the foregoing, as long as no default shall exist under any of the Loan Documents or the Sub-Lease, Borrower shall be entitled to receive and exercise all of the benefits, rights and privileges pursuant to the Sub-Lease.

Everything referred to in paragraphs (A), (B), (C), (D), (E) (F), (G) and (H) hereof and any additional property hereafter acquired by Borrower to be used in connection with the Property and subject to the lien of this Mortgage or intended to be so is herein referred to as the "Mortgaged Property".

**TO HAVE AND TO HOLD** the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, homestead, dower and right of dower, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of the said Borrower in and to the same, and every part thereof, with the appurtenances of the said Borrower in and to the same, and every part and parcel thereof unto the said Lender in fee simple.

And the Borrower hereby covenants with the Lender, that the Borrower is indefeasibly seized of the Land in fee simple; that the Borrower has full power and lawful right to convey the same in fee simple as aforesaid; that the Land is and will remain free from all encumbrances except taxes for the current year; that said Borrower will make such further assurances to prove the fee simple title to the Land in said Borrower as may be reasonably required, and that said Borrower does hereby fully warrant the title to the Land, and every part thereof, and will defend the same against the lawful claims of all persons whomsoever.

**PROVIDED ALWAYS,** that if the Borrower shall well and truly pay said indebtedness unto the Lender, and any renewals or extensions thereof, and the interest thereon, together with all costs, charges and expenses, including a reasonable attorney's fee, which the Lender may incur or be put to in collecting the same by foreclosure, or otherwise, and shall duly, promptly, and fully perform, discharge, execute, effect, complete, and comply with and abide by each and every stipulation, agreement, condition, and covenant of the Note and of this Mortgage, then this Mortgage and the estate hereby created shall cease and be null and void.

And the Borrower hereby further covenants as follows:

1. **Payment.** That Borrower will pay all and singular the principal and interest and the various and sundry sums of money payable by virtue of the Note and this Mortgage, each and every, promptly on the days respectively the same severally become due. If any payment hereunder (other than the final payment) is not made within fifteen (15) days after it is due, the Borrower shall pay to Lender a late charge equal to five percent (5%) of the late payment. It is further agreed that any sums, including without limitation payments of principal and interest on said Note, which shall not be paid when due, subject to any applicable grace and/or cure periods and whether becoming due by lapse of time or by reason of acceleration under the provisions herein stated, shall bear interest at the Default Rate, as defined in the Note, and shall be secured by the lien of this Mortgage.

2. **Taxes, etc.** That Borrower will pay, when due and before any penalty attaches, all real estate taxes, tangible personal property taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, on the Mortgaged Property for which provision has not been made hereinbefore, and in default thereof the Lender may pay the same, and all such sums so paid by the Lender shall accrue interest at the Default Rate, as defined in the Note, from the time

they are advanced or paid by the Lender and shall be immediately due and payable, and shall be secured by the lien of this Mortgage; and the Borrower will promptly deliver the official receipts therefor to the Lender. On or before March 1st of each year during the term of this Mortgage, the Borrower shall provide the Lender with paid receipts evidencing the payment of all real estate and tangible personal property taxes due with respect to the Mortgaged Property.

3. **Waste; Repairs.** That Borrower will permit, commit, or suffer no waste, impairment, or deterioration of the Mortgaged Property or any part thereof; and in the event of the failure of the Borrower to keep any buildings on said premises and those to be erected on the Mortgaged Property or improvements thereon, in good repair, the Lender may, after giving the Borrower written notice and ten (10) days to cure any such defects, make such repairs, as in its discretion, it may deem necessary for the proper preservation thereof, and the full amount of each and every such payment shall be immediately due and payable, and shall be secured by the lien of this Mortgage.

4. **Use and Alteration of Mortgaged Property.** Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the nature of the occupancy for which the Mortgaged Property was intended at the time this Mortgage was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Mortgaged Property without Lender's written consent. Borrower shall not make any change in the use of the Mortgaged Property which will create a fire or other hazard not in existence on the date hereof, nor shall Borrower in any way increase any hazard. Without the prior written consent of Lender, no building or improvement may be erected on the Land, nor may Borrower structurally remove or demolish any building or improvement, nor may Borrower materially structurally alter any building or improvement that would change the use of the Mortgaged Property or that would otherwise decrease its value, nor shall any fixture or chattel covered by this Mortgage be removed at any time unless simultaneously replaced by an article of equal kind, quality and value owned by Borrower, and which is unencumbered except by the lien of this Mortgage and other instruments of security securing the Note.

5. **Surface Alteration and Mineral Rights.** Borrower shall not consent to, permit or indulge in any entry, either by itself or by any others, upon the surface of the Land for the purpose of exploration, drilling, prospecting, mining, excavation or removal of any earth, sand, dirt, rock, minerals, oil or any other substance without the Lender's approval and written consent.

6. **Collection Expenses.** All parties liable for the payment of the Note agree to pay the Lender all costs incurred by the Lender, whether or not an action be brought, in collecting the sums due under the Note, enforcing the performance and/or protecting its rights under the Loan Documents and in realizing on any of the security for the Note. Such costs and expenses shall include, but are not limited to, reasonable attorneys' fees, filing fees, costs of publication, deposition fees, stenographer fees, witness fees, title search or abstract costs and other court and related costs incurred or paid by Lender in any action, proceeding or dispute in which Lender is made a party or appears as a party plaintiff or party defendant because of the failure of the Borrower promptly and fully to perform and comply with all conditions and covenants of this Mortgage, the Note secured hereby, or any other Loan Document, including but not limited to, the foreclosure of this Mortgage, condemnation of all or part of the Mortgaged Property, or any action to protect the security thereof. Sums advanced by the Lender for the payment of collection costs and expenses shall accrue interest at the Default Rate, as defined in the Note, from the time they are advanced or paid by the Lender, and shall be due and payable upon payment by Lender without notice or demand and shall be secured by the lien of the Mortgage.

7. **Attorneys' Fees.** All parties liable for the payment of the Note agree to pay the Lender reasonable attorneys' fees incurred by the Lender, whether or not an action be brought, in collecting the sums due under the Note, enforcing the performance and/or protecting its rights under the Loan Documents and in realizing on any of the security for the Note. Such reasonable attorneys' fees shall include, but not be limited to, fees for attorneys, paralegals, legal assistants, and expenses

incurred in any and all judicial, bankruptcy, reorganization, administrative receivership, or other proceedings affecting creditor's rights and involving a claim under the Note or any Loan Document, which such proceedings may arise before or after entry of a final judgment. Such fees shall be paid regardless whether suit is brought and shall include all fees incurred by Lender at all trial and appellate levels including bankruptcy court. Sums advanced by the Lender for the payment of attorneys' fees shall accrue interest at the Default Rate, as defined in the Note, from the time they are advanced by the Lender, and shall be due and payable upon payment by Lender without notice or demand and shall be secured by the lien of the Mortgage.

**8. Insurance.**

(a) **Hazard Insurance.** Borrower shall keep the Mortgaged Property insured for the benefit of Lender against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke; and such other hazards, including, but not limited to, six (6) months business interruption insurance covering loss of rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on any part of the Mortgaged Property, as Lender may from time to time require; all in amounts approved by Lender not less than one hundred percent (100%) of full replacement value; all insurance herein provided for shall be in form and underwritten by companies approved by Lender; and, regardless of the types or amounts of insurance required and approved by Lender.

(b) **Public Liability Insurance.** The Borrower shall at all times maintain public liability insurance and Workers Compensation policies insuring against all claims for personal or bodily injury, death or property damage occurring upon, in or about the Mortgaged Property in amounts not less than \$1,000,000.00 for injury or damage to any one person and \$1,000,000.00 for injury or damage from any one accident and \$100,000.00 for property damage. Such insurance coverage shall be in form and with companies approved by the Lender. Borrower shall furnish to Lender evidence that such insurance is in effect, upon request, at no cost to Lender. All such policies shall name Lender as an additional insured.

(c) **Flood Insurance.** If required, insurance under the Federal Flood Insurance program shall be maintained at all times within the minimum requirements and amounts required under said program for federally financed or assisted loans under the Flood Disaster Protection Act of 1973, as amended.

(d) **Minimum Insurance Coverage.** In the absence of written direction from Lender, the insurance amount required herein shall not be less than such amount as may be required to prevent Borrower from becoming co-insurer under the terms of any applicable policy, or the amount of the indebtedness secured hereby, whichever is greater.

(e) **Renewal.** Not less than thirty (30) days prior to the expiration date of each policy of insurance required of Borrower pursuant to this paragraph, and of each policy of insurance held as additional collateral to secure the indebtedness secured hereby, Borrower shall deliver to Lender a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Lender.

(f) **Notice of Cancellation.** All policies of insurance shall provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by Lender and Borrower of written notice thereof.

(g) **Assignment to Lender; Application of Payments.** All policies of insurance and renewals thereof which insure against any loss or damage to the Mortgaged Property, shall be held by the Lender and shall contain a non-contributory standard Mortgagee's endorsement making losses payable to the Lender as its interest may appear. Borrower shall furnish to Lender evidence of insurable value, upon request, at no cost to Lender. The delivery of the insurance policies shall

constitute, as further security for the payment of the Note, an assignment of the benefits, but not the obligations, of such policies and an assignment of all unearned premiums existing from time to time thereon. In event of loss, Borrower will give immediate notice by mail to Lender, and Lender may make proof of loss if not made promptly by Borrower, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender instead of to Borrower and Lender jointly, and the insurance proceeds, or any part thereof, may be applied by Lender either to the repayment of monies paid or advanced by Lender on behalf of the Borrower, or to the payment of interest due on the Note, or to the payment of principal due under the Note or to the restoration or repair of the Mortgaged Property as the Lender, at its sole option, may elect.

(h) **Foreclosure; Successor in Interest.** In the event of a foreclosure of this Mortgage, or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, the purchaser of the Mortgaged Property shall succeed to all the rights of Borrower, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Lender, with respect to all property herein encumbered.

(i) **Failure to Provide Insurance.** Should Borrower fail to provide the insurance required by the Loan Documents, or fail to continue any previously provided insurance in full force and effect, Borrower acknowledges and agrees that Lender may obtain any required insurance at Borrowers expense. The cost of any such insurance paid by the Lender shall accrue interest at the Default Rate, as defined in the Note, from the time they are advanced or paid by the Lender and shall be immediately due and payable and shall be secured by the lien of this Mortgage. Borrower acknowledges that if Lender purchases any such insurance, the insurance may provide only limited protection against physical damage to the real property up to the outstanding principal balance of the Note; however, Borrower's equity in the Property may not be insured. Further, any such insurance purchased by the Lender may not provide any liability or property damage indemnification and may not meet the requirements of any financial responsibility laws.

9. **Sub-Lease.** Borrower hereby further represents, covenants and warrants:

(a) That the Sub-Lease is in full force and effect and unmodified as of the date hereof.

(b) That all rents reserved in the Sub-Lease have been paid to the extent as the same were due and payable prior to the date hereof.

(c) To defend the leasehold estate created under the Sub-Lease against any person lawfully claiming, or who may claim, the same or any part thereof.

(d) That there is no existing default under the provisions of the Sub-Lease or in the performance of any of the terms, covenants, conditions or warranties thereof to be observed and performed on the part of the Borrower.

(e) That Borrower will at all times promptly and faithfully keep and perform, or cause to be kept and performed, all its covenants and conditions contained in the Sub-Lease, and Borrower shall in all respects conform to and comply with the terms and conditions of the Sub-Lease. In addition, Borrower will not do or permit anything to be done, the doing of which, or refrain from doing anything, the omission of which, will impair or tend to impair the security of this Mortgage or will be grounds for declaring a forfeiture of the Sub-Lease.

(f) That Borrower will not surrender, terminate or cancel the Sub-Lease, nor shall Borrower, without the prior written consent of Lender, modify, change, supplement, alter or amend the Sub-Lease. Any attempt by mortgagor to terminate, cancel, modify, change, supplement alter or amend the Sub-Lease without first obtaining the written consent of Lender thereto shall constitute

a default under the terms hereof and of the Loan Documents, and thereupon the entire indebtedness secured hereby shall, at the option of Lender, become immediately due and payable.

(g) As further security to Lender, Borrower hereby deposited with Lender a certified copy of the Sub-Lease and all amendments thereto, to be retained by Lender until all indebtedness secured hereby is fully paid.

(h) That Borrower shall permit Lender or its representatives at all reasonable times to make investigations or examinations concerning the performance by Borrower of Borrower's covenants under the Sub-Lease.

(i) That in the event of any failure by Borrower to perform any covenant on the part of the lessee to be observed and performed under the Sub-Lease, the performance by Lender on behalf of Borrower of the Sub-Lease covenant shall not remove or waive, as between Borrower and Lender, the corresponding default under the terms hereof, and any amount so advanced by Lender or any costs incurred in connection therewith, shall be secured by this Mortgage and shall bear interest at the highest rate allowable by law.

(j) That at all times the Borrower will comply with the requirements of the Sub-Lease with respect to notice to the lessor and sub-lessor of the existence of the interest of the Lender in the Mortgaged Property pursuant to the terms of this Mortgage.

**10. Event of Default.** The occurrence of any of the following constitutes an Event of Default by Borrower under this Mortgage and, at the option of the Lender, under the Loan Documents:

(a) **Scheduled Payment.** Borrower's failure to make any payment required by the Note within ten (10) days of the due date thereof, without further notice or demand.

(b) **Monetary Default.** Borrower's failure to make any other payment required by this Mortgage, or the other Loan Documents, or both, within fifteen (15) days after written demand therefor.

(c) **Other.** Borrower's continued failure to duly observe or perform any other covenant, condition, agreement or obligation imposed upon Borrower by any Loan Document, for a period of ten (10) days after written demand; provided (i) if Borrower reasonably cannot perform within such ten (10) day period and, in Lender's reasonable judgment, Lender's security will not be impaired, Borrower may have such additional time to perform as Borrower reasonably may require, provided and for so long as Borrower proceeds with due diligence to cure said default; and (ii) if Lender's security reasonably will be materially impaired if Borrower does not perform in less than ten (10) days, Borrower will have only such period following written demand in which to perform as Lender reasonably may specify.

(d) **Representation.** Any verbal or written representation, statement or warranty of Borrower, any co-signer, endorser, surety or guarantor of the Note, contained in the Note, this Mortgage or any other Loan Document, or in any certificate delivered pursuant hereto, or in any other instrument or statement made or furnished in connection herewith, proves to be incorrect or misleading in any material respect as of the time when the same shall have been made, including, without limitation, any and all financial statements furnished by Borrower to Lender as an inducement to Lender's making the loan evidenced by the Note or pursuant to any provision of this Mortgage.

(e) **Death/Incompetency/Dissolution.** The death, incompetency or dissolution of the Borrower or any maker, co-signer, endorser, surety or Guarantor of the Note or other obligation.



(f) **Insolvency.** If (i) a petition is filed by the Borrower or any Guarantor of the Note seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, or (ii) a petition is filed against the Borrower or any Guarantor of the Note, which is not dismissed within thirty (30) days after filing, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, or (iii) Borrower or any Guarantor of the Note seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all of the rent, revenues, issues, earnings, profits or income of any part of the Mortgaged Property, or (iv) Borrower or any Guarantor of the Note makes any general assignment for the benefit of creditor, or (v) Borrower or any Guarantor of the Note is "insolvent", as hereafter defined; or (vi) any trustee, receiver or liquidator of Borrower or of all or any part of the Mortgaged Property or of any or all of the Rents thereof is appointed who is not discharged within thirty (30) days after its appointment. For purposes of this paragraph, a person or entity shall be deemed to be insolvent, if they are unable to pay their debts as they become due and/or if the fair market value of their assets does not exceed their aggregate liabilities.

(g) **Insecurity.** A good faith determination by Lender at any time that Lender is insecure, that the prospect of any payment is impaired or that the collateral securing the Note is insecure provided however, Lender shall not be unreasonable, arbitrary or capricious in making this determination.

(h) **Transfer of Assets.** A transfer of a substantial part of Borrower's money or property.

(i) **Foreclosure Proceedings.** The filing of a foreclosure proceeding by the owner and holder of any mortgage or lien affecting the Mortgaged Property, regardless of whether same is or is asserted to be prior or inferior in dignity and enforceability to the lien and security interest of this Mortgage.

(j) **Organizational Change.** Any change in the ownership, management or control of the Borrower, without the Lender's prior written consent.

11. **Remedies.** Upon the occurrence of any default continuing beyond any applicable curative period under this Mortgage, as provided in the preceding paragraph, Lender may exercise any one or more of the following rights and remedies, in addition to all other rights and remedies otherwise available at law or in equity:

(a) **Other Documents.** To pursue any right or remedy provided by the Loan Documents including the right to sue for collection of all sums due and payable of the indebtedness secured hereby.

(b) **Acceleration.** To declare the entire unpaid amount of the indebtedness secured hereby immediately due and payable.

(c) **Foreclosure.** To foreclose the lien of this Mortgage, and obtain possession of the Mortgaged Property, or either, by any lawful procedure.

(d) **Code Rights.** To exercise any right or remedy available to Lender as a secured party under the Code, as it from time to time is in force and effect, with respect to any portion of the Mortgaged Property or the Intangible Collateral then constituting property subject to the provisions of the Code; or Lender, at its option, may elect to treat the Mortgaged Property or the Intangible Collateral, or any combination, as real property, or an interest therein, for remedial purposes.

(e) **Receiver.** To apply, on ex parte motion to any court of competent jurisdiction, for and obtain the appointment of a receiver to take charge of, manage, preserve, protect, complete construction of, and operate the Mortgaged Property, and any business or businesses situated thereon, or any combination; to collect the rents; to make all necessary and needed repairs; to pay all taxes, assessments, insurance premiums, and all other costs incurred in connection with the Mortgaged Property; and, after payment of the expenses of the receivership, including reasonable attorneys' and legal assistants' fees, and after compensation to the receiver for management and completion of the Mortgaged Property, to apply all net proceeds derived therefrom in reduction of the indebtedness secured hereby or in such other manner as the court shall direct. The appointment of such receiver shall be a matter of strict right to Lender, regardless of the adequacy of the security or of the solvency of any party obligated for payment of the indebtedness secured hereby. All expenses, fees, and compensation incurred pursuant to any such receivership shall be secured by the lien of this Mortgage until paid. The receiver, personally or through agents, may exclude Borrower wholly from the Mortgaged Property and have, hold, use, operate, manage, and control the Mortgaged Property, and may in the name of Borrower exercise all of Borrower's rights and powers to maintain, construct, operate, restore, insure, and keep insured the Mortgaged Property in such manner as such receiver deems appropriate.

(f) **Relief from Stay.** In the event the Borrower and/or the Guarantor shall default under the terms of Paragraph 10(f) of this Mortgage the Lender shall thereupon be entitled to relief from any automatic stay imposed by Title XI of the U.S. Code, as amended, or otherwise, on or against the exercise of the rights and remedies otherwise available to the Lender as provided in the Loan Documents and as otherwise provided by law.

(g) **Other Security.** Lender may proceed to realize upon any and all other security for the indebtedness secured hereby in such order as Lender may elect; and no such action, suit, proceeding, judgment, levy, execution, or other process will constitute an election of remedies by Lender, or will in any manner alter, diminish, or impair the lien and security interest created by this Mortgage, unless and until the indebtedness secured hereby is paid in full.

(h) **Advances.** To advance such monies, and take such other action, as is authorized by Paragraphs 2, 3 and 8 above. All such advances shall bear interest at the Default Rate, as defined in the Note, and shall be immediately due and payable by Borrower to Lender without demand therefor, and such advances together with interest and costs accruing thereon shall be secured by this Mortgage.

12. **Exercise of Remedies.** The remedies of Lender as provided in the Loan Documents, shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of Lender, and may be exercised as often as occasion therefor shall arise. No act, or omission or commission or waiver of Lender, including specifically any failure to exercise any right, remedy or recourse, shall be effective unless set forth in a written document executed by Lender and then only to the extent specifically recited therein. A waiver or release with reference to one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to any subsequent event.

13. **Eminent Domain.** If at any time all, or any portion, of the Mortgaged Property shall (i) be taken or damaged by condemnation proceedings under the power of eminent domain, or (ii) be the subject of an inverse condemnation action, all compensation awarded or otherwise paid shall be paid directly to the Lender and applied to the repayment of monies paid or advanced by the Lender on behalf of the Borrower, or to the payment of interest due on the Note, or to the payment of principal due under the Note as the Lender, at its sole option, may elect.

14. **Consent to Transfer.** In the event the Borrower, without the prior written consent of the Lender, (a) shall sell, convey, transfer (including a transfer by agreement for deed or land contract) the Mortgaged Property or any part thereof or any interest therein, or (b) shall be divested

of title or any interest in the Mortgaged Property in any manner or way, whether voluntary or involuntary, or (c) enters into an oral or written agreement to lease the entire fee simple interest of the Mortgaged Property (and not simply the improvements or buildings located thereon) not in the ordinary course of business or (d) further encumbers the Mortgaged Property then the entire balance of the indebtedness evidenced by the Note shall be accelerated and become immediately due and payable, at the option of the Lender upon ten (10) days written notice to the Borrower. In the event the Lender elects to accelerate the entire balance of the indebtedness, the Lender shall have no obligation to allege or show any impairment of its security and may pursue any legal or equitable remedies for default in such payment without allegation or showing. It is specifically understood by the parties that as a condition of granting its approval required by this paragraph, the Lender may adjust the interest rate stated in the Note.

**15. Future Advances.** Upon request of Borrower, Lender, at Lender's option, within twenty (20) years from date of this Mortgage, may make future advances to Borrower. It is hereby specifically agreed that any sum or sums which may be loaned or advanced by the Lender to the Borrower at any time after the recording of this indenture, together with interest thereon at the rate agreed upon at the time of such loan or advance, shall be equally secured with and have the same priority as the original indebtedness and be subject to all the terms and provisions of this Mortgage, providing that the aggregate amount of principal outstanding at any time shall not exceed an amount equal to NINE HUNDRED NINETY-FOUR THOUSAND DOLLARS (\$994,000.00).

**16. Loan Agreement.** This Mortgage is executed in connection with and shall secure the performance of all the terms and conditions in that certain Loan Agreement of even date herewith executed between the Borrower and the Lender. A copy of said Loan Agreement is available for inspection by all parties in interest at the principal office of the Lender during normal business hours.

**17. Financial Information.** The Borrower will keep its books of account in accordance with generally accepted accounting practices, or other recognized accounting principles acceptable to Lender, and will furnish the Lender with financial statements and other financial information as set forth in the Loan Agreement.

**18. Environmental Agreement.** Borrower hereby represents that neither Borrower nor any other person has ever used the Mortgaged Property as a storage facility for any "Hazardous Substances".

Borrower hereby agrees to indemnify Lender and hold Lender harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid incurred or suffered by, or asserted against, Lender by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the premises of any Hazardous Substance (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so called federal, state or local "Superfund" "Superlien" laws, statutes, law ordinance, code, rule, regulation, order or decree regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Substance), regardless of whether within the control of Lender, so long as the act or omission in question occurs prior to the sale of the Mortgaged Property pursuant to the provisions of Paragraph 11 hereof and complete dispossession of Borrower thereunder.

For purposes of this Mortgage, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code,

rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect.

If Borrower receives any notice of (i) the happening of any material event involving the spill, release, leak, seepage, discharge or clean-up of any Hazardous Substance on the Mortgaged Property or in connection with Borrower's operations thereon or (ii) any complaint, order, citation or material notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting Borrower (an "Environmental Complaint") from any person or entity (including without limitation the EPA) then Borrower shall immediately notify Lender orally and in writing of said notice.

Lender shall have the right but not the obligation, and without limitation of Lender's rights under this Mortgage, to enter onto the Mortgaged Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Substance or Environmental Complaint following receipt of any notice from any person or entity (including, without limitation, the EPA) asserting the existence of any Hazardous Substance or an Environmental Complaint pertaining to the Mortgaged Property or any part thereof which, if true, could result in an order, suit or other action against Borrower and/or which, in the sole opinion of Lender, could jeopardize its security under this Mortgage. All reasonable costs and expenses incurred by Lender in the exercise of any such rights shall be secured by this Mortgage and shall be payable by Borrower upon demand.

Lender shall have the right, in its reasonable discretion, to require Borrower to periodically (but not more frequently than annually unless an Environmental Complaint is then outstanding) perform (at Borrower's expense) an environmental audit and, if deemed necessary by Lender, an environmental risk assessment, each of which must be satisfactory to Lender, of the Mortgaged Property, hazardous waste management practices and/or hazardous waste disposal sites used by Borrower. Said audit and/or risk assessment must be by an environmental consultant satisfactory to Lender. Should Borrower fail to perform said environmental audit or risk assessment within 30 days of the Lender's written request, Lender shall have the right but not the obligation to retain an environmental consultant to perform said environmental audit or risk assessment. All costs and expenses incurred by Lender in the exercise of such rights shall be secured by this Mortgage and shall be payable by Borrower upon demand or charged to Borrower's loan balance at the discretion of Lender.

Any breach of any warranty, representation or agreement contained in this Section shall be a default hereunder and shall entitle Lender to exercise any and all remedies provided in this Mortgage or otherwise permitted by law.

The provisions of this paragraph will survive the foreclosure of this Mortgage or any deed in lieu of foreclosure delivered to Lender by Borrower.

**19. After Acquired Property.** Without the necessity of any further act of Borrower or Lender, the lien of, and security interest created by, this Mortgage automatically will extend to and include (i) any and all renewals, replacements, substitutions, accessions, proceeds, products, or additions of or to the Mortgaged Property, the Rents, and the Intangible Collateral, and (ii) any and all monies and other property that from time to time may, either by delivery to Lender or by any instrument (including this Mortgage) be subjected to such lien and security interest by Borrower, or by anyone on behalf of Borrower, or with the consent of Borrower, or which otherwise may come into the possession or otherwise be subject to the control of Lender pursuant to this Mortgage, or the Loan Documents, or both.

**20. Appraisal.** Notwithstanding any term or provision hereof to the contrary, if at any time the Lender in its sole discretion reasonably believes that the value of the Mortgaged Property

may have declined or that the value of the Mortgaged Property is less than the value utilized by the Lender at the time of loan approval or renewal, within thirty (30) days from Lender's written request to Borrower therefor, Borrower shall provide Lender, at Borrower's sole cost and expense, a current appraisal of the Mortgaged Property to be ordered by the Lender from an appraiser designated by Lender and in form and content as required by Lender. Borrower shall cooperate fully with any such appraiser and provide all such documents and information as such appraiser may request in connection with such appraiser's performance and preparation of such appraisal. Borrower's failure to promptly and fully comply with Lender's requirements under this paragraph shall, without further notice, constitute an Event of Default under this Mortgage, the Note and the other Loan Documents.

21. **Inspection.** Lender shall be entitled to inspect the Mortgaged Property at all reasonable times and Borrower agrees to permit Lender, or its agents or employees, access to the Mortgaged Property for such purpose.

22. **Choice of Law and Venue.** This Mortgage shall be governed by the Laws of the State of Florida, and the United States of America, whichever the context may require or permit. The Borrower and all Guarantors, if any, expressly agree that proper venue for any action which may be brought under this Mortgage in addition to any other venue permitted by law shall be any county in which property encumbered by the Mortgage is located as well as Orange County, Florida. Should Lender institute any action under this Mortgage, the Borrower and all Guarantors, if any, hereby submit themselves to the jurisdiction of any court sitting in Florida.

23. **Debtor-Creditor Relationship Only.** It is understood by and between Lender and its successors, or assigns, and the Borrower, that the funds received on the Note which are secured by this Mortgage, create the relationship of Lender and Borrower, and it is not the intention of the parties to create the relationship of a partnership, a joint venture or syndicate, or mutual enterprise or endeavor.

24. **Taxes on Note and Mortgage.** Borrower agrees to pay any and all taxes which may be levied or assessed directly or indirectly upon the Note and this Mortgage (except for income taxes payable by the holder thereof) or the debt secured hereby, without regard to any law which may be hereafter enacted imposing payment of the whole or any part thereof upon the Lender, its successors or assigns. Upon violation of this agreement, or upon the rendering by any court of competent jurisdiction of a decision that such an agreement by the Borrower is legally inoperative, or if any court of competent jurisdiction shall render a decision that the rate of said tax when added to the rate of interest provided for in said Mortgage Note exceeds the then maximum rate of interest allowed by law, then, and in any such event, the debt hereby secured shall, at the option of the Lender, its successors or assigns, become immediately due and payable, anything contained in this Mortgage or in the Mortgage Note secured hereby notwithstanding, without the imposition of premium or penalty. The additional amounts which may become due and payable hereunder shall be part of the debt secured by this Mortgage.

25. **Time of the Essence.** Time is of the essence with respect to each provision of this Mortgage where a time or date for performance is stated. All time periods or dates for performance stated in this Mortgage are material provisions of this Mortgage.

26. **Captions and Pronouns.** The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

27. **Corporate Authority.** The Board of Directors of the Borrower has duly authorized the execution and delivery of this Mortgage and the Note, and there is no provision in the Articles

of Incorporation or By-Laws of the Borrower requiring the consent of its stockholders to the execution and delivery of this Mortgage.

**28. Indemnification Agreement.** The Borrower hereby indemnifies the law firm of Winderweedle, Haines, Ward & Woodman, P.A., and all of its attorneys, including, but not limited to Jere F. Daniels, Jr., Esquire, from any and all loss, cost, expense, damage or claim, whether or not valid, including attorneys' fees and disbursements, arising under or in any way connected with Section 697.10 of the Florida Statutes or any similar law. The Borrower hereby verifies and confirms all factual information in this Mortgage, including the accuracy and correctness of the legal description set forth herein. In the event any factual errors are found in this Mortgage or in the legal description, the Borrower shall, at its own cost and expense, promptly correct or cause to be corrected subsequent to the date hereof any and all such errors with no further liability incurred by counsel for either the Borrower or the Lender. The Borrower shall promptly pay or cause to be paid all damages, claims or any other costs whatsoever arising out of any impairment of title due to or caused by any inaccuracy or incorrectness of the legal description set forth herein. Notwithstanding the foregoing, all rights are preserved against the Lender's title insurer, the surveyor, the engineer, if any, and the appraiser, if any, and after payment is made by the Borrower, the Borrower shall be subrogated to such rights.

**29. Notice.** Any written notice, demand or request that is required to be made in any of the Loan Documents shall be served in person, or by registered or certified mail, return receipt requested, or by express mail or similar courier service, addressed to the party to be served at the address set forth in the first paragraph hereof. The addresses stated herein may be changed as to the applicable party by providing the other party with notice of such address change in the manner provided in this paragraph. In the event that written notice, demand or request is made as provided in this paragraph, then in the event that such notice is returned to the sender by the United States Postal Service because of insufficient address or because the party has moved or otherwise, other than for insufficient postage, such writing shall be deemed to have been received by the party to whom it was addressed on the date that such writing was initially placed in the United States Postal Service or courier service by the sender.

**30. Waiver of Trial By Jury.** The Borrower and the Lender knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Mortgage and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. This provision is a material inducement for the Lender entering into the loan evidenced by this Mortgage.

**31. Cross-Default Provision.** A default in any obligation or indebtedness owed by the Borrower to the Lender, under any note, mortgage, or agreement of any kind, whether now or hereafter executed, shall constitute a default under this Mortgage and under all said notes, mortgages and agreements.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

**THIS SPACE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the said Borrower has executed these presents the day and year first above written in manner and form sufficient to be binding.

Signed, sealed and delivered  
in the presence of:

ALPHA XI DELTA BUILDING CORPORATION  
OF ORLANDO, FLORIDA, INC., a Florida not-  
for-profit corporation

*[Signature]*

JERE E. DANIELS, JR.  
NAME PRINTED

By: Nancy W. McCully  
Name: Nancy W. McCully  
Title: President

*[Signature]*

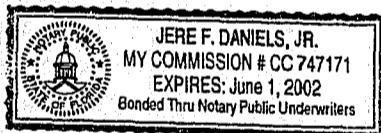
EDWARD CASORIA  
NAME PRINTED

ATTEST BY: Marlys C. Penai  
NAME: MARLYS C. PENAI  
TITLE: Secretary

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 2000, by NANCY W. MCCULLY as PRESIDENT of ALPHA XI DELTA BUILDING CORPORATION OF ORLANDO, FLORIDA, INC., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.



*[Signature]*  
Notary Public  
Print Name: JERE E. DANIELS, JR.  
My Commission Expires: 6/1/02

**STATE OF FLORIDA  
UNIFORM COMMERCIAL CODE — FINANCING STATEMENT**

(Use ONLY for recording in offices of Clerks of the Circuit Court — NOT for filing with the Secretary of State.)

**INSTRUCTIONS:**

1. TYPE ALL INFORMATION, using a typewriter having a good ribbon, AND ACCURATELY TYPE THE NAME BELOW EACH SIGNATURE.
2. Be sure to fill in ALL numbered spaces which are applicable.
3. If any space is not large enough, type therein "See attached sheet(s)". (The size should be 8½" x 14" or smaller.)
4. If collateral is farm products, or goods which are or are to become fixtures, type in space No. 4 a description of the real estate which "reasonably identifies what is described", and give name of record owner.
5. SEND ORIGINAL OF EACH PAGE TO THE CLERK'S OFFICE to be recorded and returned. IF you are paying an additional fee for having recording information noted on a copy, also send a legible carbon copy of the first page.
6. BE SURE TO CHECK ONE OF THE TWO STATEMENTS UNDER NO. 8 BELOW.

This FINANCING STATEMENT is presented to a Clerk of The Circuit Court  
for Recording pursuant to the Uniform Commercial Code.

<p>1. Debtor(s) Name(s) and Address(es) (Last name first)</p> <p>ALPHA XI DELTA BUILDING CORPORATION OF ORLANDO, FLORIDA, INC. 118 Lago Vista Boulevard Casselberry, Florida 32707</p>	<p>2. Secured Party(ies) and Address(es)</p> <p>NATIONAL BANK OF COMMERCE 1201 South Orlando Avenue Winter Park, Florida 32789</p>	<p>This space for Clerk's use ONLY</p> <p align="right">Orange Co FL 2000-0108435 03152000 09:20:15am OR Bk 5961 Pg 2808 Rec 15.00</p>
<p>3. This Statement covers the following types (or items) of PERSONAL PROPERTY, FIXTURES, or FARM PRODUCTS.</p> <p align="center">SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.</p>		
<p>4. A description of the real estate which "reasonably identifies what is described" and the name of the owner of the real property.</p> <p align="center">SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.</p> <p>OWNER: ALPHA XI DELTA BUILDING CORPORATION OF ORLANDO, FLORIDA, INC., a Florida not-for-profit corporation</p>		
<p>5. Maturity date (if any) _____</p>	<p>6. Number of sheets attached <u>-2-</u></p>	
<p>7. Assignee(s) of Secured Party(ies) and Address(es)</p>		
<p>8. ONE OR THE OTHER OF THESE TWO STATEMENTS MUST BE CHECKED. (Otherwise it is not recordable.)</p> <p>Check if true: <input checked="" type="checkbox"/> The stamps required by Chapter 201, F.S. have been placed on the promissory instruments secured hereby, and will be placed on any additional promissory instruments, advances or similar instrument that may be so secured.</p> <p>Check if true: <input type="checkbox"/> Stamps are not required by Chapter 201, F.S.</p>		
<p>9. If this statement is recorded without the Debtor's signature to perfect a security interest in collateral, check one of the following:</p> <p><input type="checkbox"/> Collateral was subject to a security interest in another jurisdiction when it was brought into this state.</p> <p><input type="checkbox"/> Collateral is proceeds of the original collateral described above in which a security interest was perfected.</p>		
<p>10. Check if true: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered.</p>		
<p>11. Filed with: Orange County Comptroller</p>		

ALPHA XI DELTA BUILDING CORPORATION  
OF ORLANDO, FLORIDA, INC., a Florida  
not-for-profit corporation

By: Nancy W. McCully  
Nancy W. McCully, President  
Signature(s) of Debtor(s)  
(Type name below each signature)

NATIONAL BANK OF COMMERCE

By: J. Stan Culpeper  
Signature(s) of Secured Party(ies)  
(Type name below each signature)



### DESCRIPTION OF PROPERTY

All rights, title and interest of Debtor in and to the minerals, soil, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on the property described hereinbelow (the "Property") or under or above the same or any part or parcel thereof.

All machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Property and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature whatsoever now or hereafter located in, upon or under the Property or any part thereof and used or usable in connection with any present or future operation of the Property and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air cooling and air conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings; together with all building materials and equipment now or hereafter delivered to the Property and intended to be installed therein, including but not limited to lumber, plaster, cement, shingles, roofing, plumbing, fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all proceeds, additions and accessions thereto and replacements thereof.

All of the water, sanitary and storm sewer systems now or hereafter owned by the Debtor which are now or hereafter located by, over and upon the Property or any part and parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes and appurtenances.

All sewer and water tap units, water and/or sewer permits, connection fees, impact fees, reservation fees, and other deposits or payments made in connection with the reservation, allocation, permitting or providing of wastewater treatment and potable water to the Property and any and all claims or demands relating thereto, now owned or which may hereafter be acquired by Debtor, together with all right, title, interest, equity, estate, demand or claim to the provision of wastewater treatment and potable water to the Property, now existing or which may hereafter be acquired by Debtor.

All paving for streets, roads, walkways or entrance ways now or hereafter owned by Debtor and which are now or hereafter located on the Property or any part or parcel thereof.

All of Debtor's interest as lessor in and to all leases or rental arrangements of the Property or any part thereof, heretofore made and entered into, and in and to all leases or rental arrangements hereafter made and entered into by Debtor during the life of the security agreements or any extension or renewal thereof, together with all rents and payments in lieu of rents, together with any and all guarantees of such leases or rental arrangements and including all present and future security deposits and advance rentals.

Any and all awards or payments, including interest thereon and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of or decrease in the value of the Property described in this Exhibit.

**EXHIBIT "A"**

Recorded - Martha O. Haynie

All of the right, title and interest of the Debtor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of security agreements, and all proceeds or sums payable for the loss of or damage to (a) the Property herein, or (b) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on any part of the Property.

All contracts and contract rights of Debtor arising from contracts entered into in connection with development, construction upon or operation of the Property, including but not limited to, all deposits held by or on behalf of the Debtor, and all management, franchise and service agreements related to the business now or hereafter conducted by the Debtor on the Property.

All of the right, title and interest of the Debtor in and to any trade name, names of businesses, or fictitious names of any kind used in conjunction with the operation of any business or endeavor located on the Property.

All of Debtor's interest in all utility security deposits or bonds on the Property or any part or parcel thereof.

Together with all instruments, documents, chattel papers and general business intangibles relating to or arising from the foregoing collateral and all cash and non-cash proceeds and products thereof.

#### LEGAL DESCRIPTION

From the Southwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida; run N.  $89^{\circ}26'19''$ E. along the South line of the Southwest 1/4 of said Section 3, for a distance of 13.44.83 feet to the Point of Intersection of curve concave to the East and external to the curvature of the centerline of State Road S-520 as shown by Florida State Road Department plans for Section NO. 75701-201 dated December 23, 1958, said Point of Intersection being located at coordinates North 100,000.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run thence N.  $01^{\circ}08'00''$ E. along the tangent of said curve and continuing N.  $01^{\circ}08'00''$ E. along the centerline of State Road S-520 for a distance of 2001.44 feet to an intersection with the centerline of Aquarius Drive, said intersection being at University coordinate point North 102,001.682 and East 5,039.422; run Thence N.  $89^{\circ}21'03''$ E. along the centerline of Aquarius Drive for a distance of 725.00 feet; run Thence N.  $00^{\circ}48'57''$  W. for a distance of 23.50 feet to the Point of Beginning; Thence continue N.  $00^{\circ}48'57''$  W. 279.96 feet; Thence run N.  $79^{\circ}07'36''$  W. 233.91 feet to a point on the arc of a curve concave Easterly and having a radius of 350.900 feet; Thence, from a tangent bearing of S.  $20^{\circ}09'53''$  W. Southerly along the arc of said curve thru a central angle of  $51^{\circ}19'32''$  for an arc distance of 313.53 feet to the P.C.C. of a curve concave Easterly; Thence run Southerly along the arc of said curve having for its elements a radius of 50.00 feet and a central angle of  $59^{\circ}39'17''$  for an arc distance of 52.05 feet to a point on the North right-of-way line of Aquarius Drive; Thence run N.  $89^{\circ}21'03''$  E., 161.16 feet to the Point of Beginning

P. O. Box 880  
Winter Park, FL 32790-0880  
**THIS DOCUMENT PREPARED BY:**  
Jere F. Daniels, Jr., Esq.  
Winderweede, Helms, Ward  
& Woodman, P.A.  
Post Office Box 880  
Winter Park, FL 32790-8880

**LEASEHOLD MORTGAGE MODIFICATION AGREEMENT**  
**("Modification")**

**THIS LEASEHOLD MORTGAGE MODIFICATION AGREEMENT** (the "Modification"), made this 26<sup>th</sup> day of June, 2000, between ALPHA XI DELTA BUILDING CORPORATION OF ORLANDO, FLORIDA, INC., a Florida not-for-profit corporation, whose mailing address is 118 Lago Vista Boulevard, Casselberry, Florida 32707 (the "Borrower"), and NATIONAL BANK OF COMMERCE, a corporation organized under the laws of the United States of America, whose mailing address is 1201 South Orlando Avenue, Winter Park, Florida 32789 (the "Lender");

**WITNESSETH:**

WHEREAS, Lender is the owner and holder of that certain Leasehold Mortgage and Security Agreement ("Mortgage") dated March 10, 2000, made by Borrower in favor of Lender, recorded March 22, 2000, in Official Records Book 5965, Page 3193, Public Records of Orange County, Florida, securing a debt in the total amount of FOUR HUNDRED NINETY-SEVEN THOUSAND DOLLARS (\$497,000.00) evidenced by that certain Promissory Note ("Note One") dated March 10, 2000, in the original principal sum of FOUR HUNDRED TWO THOUSAND DOLLARS (\$402,000.00) and by the certain Promissory Note ("Note Two") dated March 10, 2000, in the original principal sum of NINETY-FIVE THOUSAND DOLLARS (\$95,000.00), (Note One and Note Two may be herein collectively referred to as the "Note"), which Mortgage encumbers property more particularly described therein.

WHEREAS, Borrower, the owner of the sub-leasehold interest in the property encumbered by the Mortgage, and Lender have mutually agreed to modify the Mortgage and the terms thereof in the manner hereinafter appearing.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of TEN DOLLARS (\$10.00), each to the other in hand paid, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties mutually covenant and agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein as covenants and agreements and are made a part hereof.

2. **Modification.** The Mortgage is hereby modified to delete Subsection "(A) THE LAND" on page 2 of the Mortgage in its entirety and replace it with the following:

"(A) **THE LAND.** All that sub-leasehold estate, and all interests related thereto including extensions thereof, created by, and all of the right, title and interest of the Borrower as Lessee in, to and under that certain Sub-Lease dated February 11, 2000, by and between the Board of Regents of the State of Florida, as "Landlord", acting on behalf of the University of Central Florida, and Borrower, as "Tenant", a copy of which will be recorded simultaneously herewith in the Public Records of Orange County, Florida (which sub-lease is hereinafter referred to as the "Sub-Lease"), which Sub-Lease is subject to that certain Lease Agreement No. 2721 dated January 22, 1974, by and between State of Florida Board of Trustees of the Internal Improvement Fund, as "Lessor", and the Florida Board of Regents, as "Lessee", a copy of which is recorded in Official Records Book 3625, Page 1374 of the Public Records of Orange County, Florida (which ground lease is hereinafter referred to as the "Ground Lease"), which Sub-Lease grants a sub-leasehold estate to Borrower in and to that certain

piece, parcel or tract of land of real property of which the Borrower is now in actual or constructive possession, situate in the County of Orange, State of Florida, (the "Land"), described as follows to wit:

From the Southwest corner of SECTION 3, TOWNSHIP 22 SOUTH, RANGE 31 EAST, Orange County, Florida; run N. 89°26'19" E. along the South line of the Southwest 1/4 of said Section 3, for a distance of 1344.83 feet to the Point of Intersection of a curve concave to the East and external to the curvature of the centerline of State Road S-520 as shown by Florida State Road Department plans for Section No. 75701-2601 dated December 23, 1958, said Point of Intersection being located at coordinates North 100,000.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run thence N. 01°08'00" E. along the tangent of said curve and continuing N. 01°08'00" E. along the centerline of State Road S-520 for a distance of 2001.44 feet to an intersection with the centerline of Aquarius Drive, said intersection being at University coordinate point North 102,001.682 and East 5,039.422; run thence N. 89°21'03" E. along the centerline of Aquarius Drive for a distance of 725.00 feet; run thence N. 00°48'57" W. for a distance of 23.50 feet to the POINT OF BEGINNING; thence continue N. 00°48'57" W., 279.96 feet; thence run N. 79°07'36" W., 233.91 feet to a point on the arc of a curve concave Easterly and having a radius of 350.00 feet; thence, from a tangent bearing of S. 20°09'53" W., Southerly along the arc of said curve thru a central angle of 51°19'32" for an arc distance of 313.53 feet to the P.O.C. of a curve concave Easterly; thence run Southerly along the arc of said curve having for its elements a radius of 50.00 feet and a central angle of 59°39'17" for an arc distance of 52.05 feet to a point on the North right-of-way line of Aquarius Drive; thence run N. 89°21'03" E., 161.16 feet to the POINT OF BEGINNING.

This is a leasehold mortgage and wherever contained herein and when the context so requires, the term "fee simple interest" or words of similar import shall be construed to include and mean "leasehold interest" and all of Borrower's right, title and interest in and to the leasehold interest is mortgaged and pledged to the Lender by this Mortgage."

3. Other Terms. Except as provided for above, all other terms and conditions of the Mortgage shall remain unchanged

IN WITNESS WHEREOF, the said Borrower has executed these presents the day and year first above written in manner and form sufficient to be binding.

Signed, sealed and delivered  
in the presence of:

Barbara Hutchins

Barbara Hutchins  
NAME PRINTED

JOSE F. DANIELS, JR  
NAME PRINTED

NATIONAL BANK OF COMMERCE, a  
corporation organized under the laws of the  
United States of America

By: J. Blair Chiles  
Name: J. BLAIR CHILES  
Title: VICE PRESIDENT

"Lender"

Recorded - Martha G. Haynie

**ALPHA XI DELTA BUILDING CORPORATION  
OF ORLANDO, FLORIDA, INC., a Florida not-  
for-profit corporation**

Edward Casoria  
EDWARD CASORIA  
NAME PRINTED

By: Nancy W. McCully  
Name: Nancy W. McCully  
Title: President Alpha Xi Delta Corporation

Elizabeth Ann Hatz  
ELIZABETH ANN HATZ  
NAME PRINTED

Attested to by: Marlys C. Pearl  
Name: MARLYS C. PEARL  
Title: Secretary  
"Borrower"

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 2000, by J. EARL CULPEPPER as V.P. of NATIONAL BANK OF COMMERCE, a corporation organized under the laws of the United States of America, on behalf of the corporation. She/He is personally known to me or has produced \_\_\_\_\_ as identification.

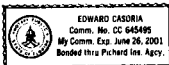


Jere F. Daniels, Jr.  
Notary Public  
Print Name: JERE F. DANIELS, JR.  
My Commission Expires: 6/1/02

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22 day of June, 2000, by NANCY W. MCCULLY as PRESIDENT of ALPHA XI DELTA BUILDING CORPORATION OF ORLANDO, FLORIDA, INC., a Florida not-for-profit corporation, on behalf of the corporation. She/He is personally known to me or has produced KNOWN as identification.

Edward Casoria  
Notary Public  
Print Name: EDWARD CASORIA  
My Commission Expires:



INSTR 20040715314  
OR BK 07689 PG 0899 PGS=4  
MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
11/05/2004 11:03:30 AM  
REC FEE 35.50

**UCC FINANCING STATEMENT AMENDMENT**  
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 511467 IWACHOVIA12

UCC Direct Services	6435964.1
P.O. Box 29071	FLFL
Glendale, CA 91209-9071	FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
Bk5961 Pg2808 03-15-00 CC FL Orange

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.  
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable)

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME  
Alpha XI Delta Building Corporation of Orlando, Florida, Inc.

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
------	-------	-------------	---------

7d. SEE INSTRUCTION

ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.  
Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
Wachovia Bank, National Association, formerly known as National Bank of Commerce

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**  
6435964.1 Debtor Name: Alpha XI Delta Building Corporation of Orlando, Florida, Inc. 01/0243122198/26/sg 2002/0000036

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**  
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

Bk5961 Pg2808 03-15-00 CC FL Orange

12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as Item 9 on Amendment form)

12a. ORGANIZATION'S NAME  
Wachovia Bank, National Association, formerly known as National Bank of Commerce

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
-----------------------------	------------	---------------------

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

— Description: See Exhibit A and Legal Description for Collateral Description.

OR 24 5961 Pg 2809  
Orange Co FL 2000-0108435**DESCRIPTION OF PROPERTY**

All rights, title and interest of Debtor in and to the minerals, soil, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on the property described hereinbelow (the "Property") or under or above the same or any part or parcel thereof.

All machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Property and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature whatsoever now or hereafter located in, upon or under the Property or any part thereof and used or usable in connection with any present or future operation of the Property and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air cooling and air conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings; together with all building materials and equipment now or hereafter delivered to the Property and intended to be installed therein, including but not limited to lumber, plaster, cement, shingles, roofing, plumbing, fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all proceeds, additions and accessions thereto and replacements thereof.

All of the water, sanitary and storm sewer systems now or hereafter owned by the Debtor which are now or hereafter located by, over and upon the Property or any part and parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes and appurtenances.

All sewer and water tap units, water and/or sewer permits, connection fees, impact fees, reservation fees, and other deposits or payments made in connection with the reservation, allocation, permitting or providing of wastewater treatment and potable water to the Property and any and all claims or demands relating thereto, now owned or which may hereafter be acquired by Debtor, together with all right, title, interest, equity, estate, demand or claim to the provision of wastewater treatment and potable water to the Property, now existing or which may hereafter be acquired by Debtor.

All paving for streets, roads, walkways or entrance ways now or hereafter owned by Debtor and which are now or hereafter located on the Property or any part or parcel thereof.

All of Debtor's interest as lessor in and to all leases or rental arrangements of the Property or any part thereof, heretofore made and entered into, and in and to all leases or rental arrangements hereafter made and entered into by Debtor during the life of the security agreements or any extension or renewal thereof, together with all rents and payments in lieu of rents, together with any and all guarantees of such leases or rental arrangements and including all present and future security deposits and advance rentals.

Any and all awards or payments, including interest thereon and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of or decrease in the value of the Property described in this Exhibit.

**EXHIBIT "A"**



DR Bk 5961 Pg 2810  
Orange Co FL 2000-0108435

Recorded - Martha D. Haynie

All of the right, title and interest of the Debtor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of security agreements, and all proceeds or sums payable for the loss of or damage to (a) the Property herein, or (b) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on any part of the Property.

All contracts and contract rights of Debtor arising from contracts entered into in connection with development, construction upon or operation of the Property, including but not limited to, all deposits held by or on behalf of the Debtor, and all management, franchise and service agreements related to the business now or hereafter conducted by the Debtor on the Property.

All of the right, title and interest of the Debtor in and to any trade name, names of businesses, or fictitious names of any kind used in conjunction with the operation of any business or endeavor located on the Property.

All of Debtor's interest in all utility security deposits or bonds on the Property or any part or parcel thereof.

Together with all instruments, documents, chattel papers and general business intangibles relating to or arising from the foregoing collateral and all cash and non-cash proceeds and products thereof.

**LEGAL DESCRIPTION**

From the Southwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida; run N. 89°26'19"E. along the South line of the Southwest 1/4 of said Section 3, for a distance of 13.44.83 feet to the Point of Intersection of curve concave to the East and external to the curvature of the centerline of State Road S-520 as shown by Florida State Road Department plans for Section NO. 75701-201 dated December 23, 1958, said Point of Intersection being located at coordinates North 100,000.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run thence N. 01°08'00"E. along the tangent of said curve and continuing N. 01°08'00"E. along the centerline of State Road S-520 for a distance of 2001.44 feet to an intersection with the centerline of Aquarius Drive, said intersection being at University coordinate point North 102,001.682 and East 5,039.422; run Thence N. 89°21'03"E. along the centerline of Aquarius Drive for a distance of 725.00 feet; run Thence N. 00°48'57" W. for a distance of 23.50 feet to the Point of Beginning; Thence continue N. 00°48'57" W. 279.96 feet; Thence run N. 79°07'36" W. 233.91 feet to a point on the arc of a curve concave Easterly and having a radius of 350.900 feet; Thence, from a tangent bearing of S. 20°09'53" W. Southerly along the arc of said curve thru a central angle of 51°19'32" for an arc distance of 313.53 feet to the P.C.C. of a curve concave Easterly; Thence run Southerly along the arc of said curve having for its elements a radius of 50.00 feet and a central angle of 59°39'17" for an arc distance of 52.05 feet to a point on the North right-of-way line of Aquarius Drive; Thence run N. 89°21'03" E., 161.16 feet to the Point of Beginning

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1/2/00 (1:10 PM)

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DOC # 20090689336 B: 9966 P: 7391  
11/23/2009 01:24:35 PM Page 1 of 2  
Rec Fee: \$18.50 Doc Type: FS  
Martha O. Haynie, Comptroller  
Orange County, FL  
MB - Ret To: CT LIEN SOLUTIONS



A. NAME & PHONE OF CONTACT AT FILER [optional] Phone (800) 331-3282 Fax (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 11467 WACHOVIA BANK	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	20998275 FLFL FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # Bk 5961 Pg 2808 03/15/00 CC FL Orange

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.  
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  
 DELETE name: Give record name to be deleted in item 6a or 6b.  
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable)

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME  
Alpha XI Delta Building Corporation of Orlando, Florida, Inc.

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.  
Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
WACHOVIA BANK, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO National Bank of Commerce

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA  
20998275 Debtor Name: Alpha XI Delta Building Corporation of Orlando, Florida, Inc. 01/0243122198/26 C01 20020000036

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**  
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

Bk 5961 Pg 2808 03/15/00 CC FL Orange

12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME  
WACHOVIA BANK, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO National  
Bank of Commerce

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
-----------------------------	------------	---------------------

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

— Description: See Exhibit A and Legal Description for Collateral Description. SEE ORIGINAL UCC EXHIBIT- A

Prepared by and return to:  
Truong M. Nguyen, Esquire  
**GRAYROBINSON, P.A.**  
301 E. Pine Street, Suite 1400  
Orlando, Florida 32801

DOC# 20130654050 B: 10677 P: 0829  
12/13/2013 03:41:29 PM Page 1 of 4  
Rec Fee: \$35.50  
Deed Doc Tax: \$0.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$2,287.25  
Martha O. Haynie, Comptroller  
Orange County, FL  
PU - Ret To: GRAY ROBINSON PA



**FULL DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$1,739.50 HAS BEEN PAID ON THE PROMISSORY NOTE DATED MARCH 10, 2000, IN THE FACE AMOUNT OF \$402,000.00 AND THAT CERTAIN PROMISSORY NOTE DATED MARCH 10, 2000, IN THE FACE AMOUNT OF \$95,000.00, WITH AN OUTSTANDING PRINCIPAL BALANCE OF \$246,525.31, EXECUTED BY ALPHA XI DELTA BUILDING CORPORATION OF ORLANDO, FLORIDA, INC. ("BORROWER"), AND MADE PAYABLE TO WELLS FARGO BANK, NATIONAL ASSOCIATION SUCCESSOR BY MERGER TO WACHOVIA BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO NATIONAL BANK OF COMMERCE ("BANK"), AS MODIFIED BY THAT CERTAIN NOTE MODIFICATION AGREEMENT DATED SEPTEMBER 10, 2004, BETWEEN BANK AND BORROWER (COLLECTIVELY, THE "NOTE"). THE NOTE IS SECURED BY THAT CERTAIN LEASEHOLD MORTGAGE AND SECURITY AGREEMENT DATED MARCH 10, 2000 AND RECORDED MARCH 22, 2000 IN OFFICIAL RECORDS BOOK 5965, PAGE 3193, AS PREVIOUSLY MODIFIED BY LEASEHOLD MORTGAGE MODIFICATION AGREEMENT DATED JUNE 26, 2000 AND RECORDED JULY 26, 2000 IN OFFICIAL RECORDS BOOK 6053, PAGE 119, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. ADDITIONAL DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$2,287.16 IS BEING PAID SIMULTANEOUSLY WITH THE RECORDING OF THIS NOTICE OF FUTURE ADVANCE TO SECURE THE FUTURE ADVANCE OF \$653,474.69, AS EVIDENCED BY THAT CERTAIN CONSOLIDATED, AMENDED AND RESTATED RENEWAL FUTURE ADVANCE PROMISSORY NOTE IN THE AMOUNT OF \$900,000.00, DATED OF EVEN DATE HERewith, MADE BY BORROWER IN FAVOR OF BANK. THE ORIGINAL MORTGAGE AS MODIFIED BY THIS NOTICE OF FUTURE ADVANCE ENCUMBERS THE BORROWER'S SUB LEASEHOLD INTEREST IN REAL PROPERTY AND AS SUCH IS NOT SUBJECT TO THE INTANGIBLE TAX IMPOSED BY SECTION 199.122(1) OF THE FLORIDA STATUTES.**

#### **NOTICE OF FUTURE ADVANCE**

THIS NOTICE OF FUTURE ADVANCE ("**Agreement**") is made and entered into on December 11, 2013 for the benefit of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, with an address at BBSG Winston-Salem Loan Ops DSR, P.O. Box 2705, Winston-Salem, NC 27199-8182 ("**Bank**"), executed by **ALPHA XI DELTA BUILDING CORPORATION OF ORLANDO, FLORIDA, INC.**, a Florida non-profit corporation, having an address at University of Central Florida, 4101 Greek Park Drive, Orlando, Florida 32816 ("**Borrower**").

#### **WITNESSETH:**

**WHEREAS**, Borrower made and executed in favor of Bank, that certain Promissory Note dated March 10, 2000, in the face amount of \$402,000.00 and that certain Promissory Note dated March 10, 2000, in the face amount of \$95,000.00, with an outstanding principal amount of \$246,525.31, executed by Borrower, and made payable to National Bank Of Commerce, predecessor-in-interest to Bank, as modified by that certain Note Modification Agreement dated September 10, 2004, between Bank and Borrower (collectively, the "**Note**"); and

**WHEREAS**, to secure the payment of the Note, Borrower made and executed that certain LEASEHOLD MORTGAGE AND SECURITY AGREEMENT DATED MARCH 10, 2000 AND RECORDED MARCH 22, 2000 IN OFFICIAL RECORDS BOOK 5965, PAGE 3193, AS PREVIOUSLY MODIFIED BY LEASEHOLD MORTGAGE MODIFICATION AGREEMENT DATED JUNE 26, 2000 AND RECORDED JULY 26, 2000 IN OFFICIAL RECORDS BOOK 6053, PAGE 119, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (the "**Mortgage**");

**WHEREAS**, the Mortgage encumbered certain real property owned by Borrower more particularly described in the Mortgage, and pledged by Borrower to secure indebtedness to Bank under the Note (the "**Property**"); and

**WHEREAS**, Borrower has requested an additional future advance **\$653,474.69**; and

**WHEREAS**, Bank has the right, but not the obligation, to make an additional advance or advances of funds to Borrower, which advance or advances, by virtue of the modifications herein and Section 697.04, Florida Statutes, are to and shall be secured by the lien and encumbrance of the Mortgage in the same manner and to the same extent as if such additional advance or advances were made on the date of the Mortgage; and

**WHEREAS**, because of the modifications herein this Agreement and Section 697.04, Florida Statutes, Bank is willing, at this time, to agree to make a future advance loan to Borrower in the amount of **\$653,474.69** (the "**Future Advance**"), but only at the times and on the terms and conditions set forth herein, to be evidenced by a Consolidated, Amended and Restated Renewal Future Advance Promissory Note, dated of even date herewith in the amount of **\$900,000.00** (hereinafter referred to as the "**Renewal Note**"); and

**WHEREAS**, Bank has agreed to modify the Mortgage, but only upon the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the premises hereof, and the mutual covenants contained herein, and of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by Borrower, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

a. RECITALS CORRECT. The foregoing recitals are true, accurate and complete and constitute a part of this Agreement.

b. REPRESENTATIONS. In order to induce Bank to make the Future Advance, Borrower does hereby acknowledge, warrant, and represent to and in favor of Bank: (a) that the principal balance of the indebtedness represented by the Note, on the date hereof, is **\$246,525.31**, and that said indebtedness is due from Borrower to Bank in accordance with the terms of the Note, free from any defense, claim, or right to set-off; (b) that other than the Mortgage, there are no mortgages, liens or other encumbrances against the Property (other than as described by Bank's title loan policy for the Property); and (iii) there are no suits, judgments, bankruptcies or executions pending against Borrower in any court which could in any way adversely affect the title to the Property.

c. RENEWAL NOTE. Simultaneously with the execution of this Agreement and as evidence of the additional indebtedness of Borrower to Bank on account of the additional advances made pursuant to this Agreement, Borrower has executed in favor of Bank the Renewal Note which consolidates the future advance of **\$653,474.69** and the Note outstanding principal of **\$246,525.31**.

d. SECURITY OF RENEWAL NOTE. The parties hereto covenant, stipulate, agree and acknowledge as follows: (a) that the obligation of Borrower to repay to Bank any and all advances made and to be made by Bank pursuant to this Agreement and evidenced by the Renewal Note is hereby declared to be secured by the Mortgage in the same manner and to the same extent as if the Renewal Note was made and executed on the date of the execution of the Mortgage and (b) nothing herein contained shall diminish or in any way or manner limit the right of Bank to make additional advances to Borrower pursuant to the provisions of the Mortgage as originally written.

e. MODIFICATION FEES. Borrower agrees that all costs and expenses associated with the execution, delivery and recordation of this Agreement, including, but not limited to, reasonable attorney's fees, loan fees, recordation costs and documentary stamp tax, if applicable (together with all interest and penalties thereon, if any) and expenses of title update, shall be paid by Borrower. Borrower agrees to defend, indemnify and hold Bank from any and all such costs and expenses, and agrees that Bank shall not in any way be held liable for such costs and expenses.

f. NO NOVATION. It is the intent of the parties hereto that this Agreement shall not constitute a novation or in any way adversely affect the lien of the Mortgage.

g. MISCELLANEOUS. Except for the changes and modifications effected hereby, it is expressly agreed that the Mortgage shall remain in full force and effect in strict accordance with the terms thereof, and nothing herein contained shall affect or be construed to affect the lien, charge, or encumbrances effected by the Mortgage, or the priority thereof over other liens, charges, encumbrances, and conveyances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Mortgage. This Agreement shall be binding upon and shall inure to the benefit of, the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

**[Signatures on following page.]**

IN WITNESS WHEREOF, this Agreement has been executed by Borrower in such manner and form sufficient to bind Borrower as of the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

*Valerie McDonald*  
Print Name: Valerie McDonald

*Christina M. Hazen*  
Print Name: Christina M. Hazen

BORROWER:

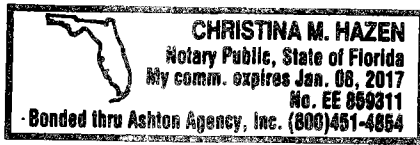
**ALPHA XI DELTA BUILDING CORPORATION OF ORLANDO, FLORIDA, INC.**, a Florida non-profit corporation

By: *Jessica Matias*  
Jessica Matias, President

STATE OF Florida §  
COUNTY OF Orange §

The foregoing instrument was acknowledged before me on December 11<sup>th</sup>, 2013 by Jessica Matias, as President of ALPHA XI DELTA BUILDING CORPORATION OF ORLANDO, FLORIDA, INC., a Florida non-profit corporation, for the corporation. She [ ] is personally known to me or  produced a driver's license as identification, and did not take an oath.

(NOTARY SEAL)



*Christina M. Hazen*  
NOTARY SIGNATURE

Christina M. Hazen  
PRINTED NOTARY SIGNATURE  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission Number: EE859311  
My Commission Expires: 1/8/17

Recording Requested By,  
And After Recording, Return To:  
GrayRobinson, P.A.  
301 E. Pine Street, Suite 1400  
Orlando, Florida 32801  
Attn: Truong M. Nguyen, Esq.  
Prepared by: Truong M. Nguyen, Esq.

DOC# 20130654051 B: 10677 P: 0833  
12/13/2013 03:41:29 PM Page 1 of 20  
Rec Fee: \$171.50  
Deed Doc Tax: \$0.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
PU - Ret To: GRAY ROBINSON PA



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**THIS MORTGAGE AMENDS AND RESTATES THAT CERTAIN LEASEHOLD MORTGAGE AND SECURITY AGREEMENT DATED MARCH 10, 2000 AND RECORDED MARCH 22, 2000 IN OFFICIAL RECORDS BOOK 5965, PAGE 3193, AS PREVIOUSLY MODIFIED BY LEASEHOLD MORTGAGE MODIFICATION AGREEMENT DATED JUNE 26, 2000 AND RECORDED JULY 26, 2000 IN OFFICIAL RECORDS BOOK 6053, PAGE 119, AS FURTHER MODIFIED BY THAT CERTAIN NOTICE OF FUTURE ADVANCE DATED OF EVEN DATE HEREWITH, FROM MORTGAGOR TO MORTGAGEE, TO BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. FULL DOCUMENTARY STAMP TAX HAVE BEEN PAID WITH THE RECORDING OF THE ORIGINAL MORTGAGE AND NOTICE OF FUTURE ADVANCE.**

AMENDED AND RESTATED MORTGAGE  
AND ASSIGNMENT OF RENTS AND LEASES

THIS AMENDED AND RESTATED MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES (this "Mortgage") is executed as of December 11, 2013, by **ALPHA XI DELTA BUILDING CORPORATION OF ORLANDO, FLORIDA, INC.**, a Florida non-profit corporation, having an address at University of Central Florida, 4101 Greek Park Drive, Orlando, Florida 32816 ("Mortgagor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee" or "Lender").

ARTICLE I. MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, Mortgagor irrevocably mortgages, grants, conveys and assigns to Mortgagee, with the right of entry and possession, Mortgagor's interest in: (a) all real property located in Orange County, Florida, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real property, whether decreed or undecreed, tributary or non-tributary, surface or underground, appropriated or unappropriated, and all shares of stock in any water, canal, ditch or reservoir company, and all well permits, water service contracts, drainage rights and other evidences of any such rights; and (h) all interest or estate which Mortgagor now has or may hereafter acquire in said real property and all additions and accretions thereto, and all awards or payments made for the taking of all or any portion of said real property by eminent



domain or any proceeding or purchase in lieu thereof, or any damage to any portion of said real property (collectively, the "Subject Property"). The listing of specific rights or property shall not be interpreted as a limitation of general terms.

1.2 Address. The address of the Subject Property (if known) is: University of Central Florida, 4101 Greek Park Drive, Orlando, Florida 32816. Neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Mortgage on the Subject Property as described on Exhibit A. In the event of any conflict between the provisions of Exhibit A and said address, Exhibit A shall control.

## ARTICLE II. OBLIGATIONS SECURED

2.1 Obligations Secured. Mortgagor makes this grant and assignment for the purpose of securing the following obligations (each, a "Secured Obligation" and collectively, the "Secured Obligations"):

(a) payment to Mortgagee of indebtedness of up to \$900,000.00, any time owing and performance of all other obligations arising under or in connection with that certain promissory note ("Note") dated as of even date herewith, in the maximum principal amount \$900,000.00, with interest as provided therein, executed by Mortgagor, and payable to Mortgagee or its order, together with the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by the Note, whether or not specifically referenced therein; and

(b) payment and performance of all obligations of Mortgagor under this Mortgage, together with all advances, payments or other expenditures made by Mortgagee as or for the payment or performance of any such obligations of Mortgagor; and

(c) payment and performance of all obligations, if any, and the contracts under which they arise, which any rider attached to and recorded with this Mortgage recites are secured hereby; and

(d) payment to Mortgagee of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any Secured Obligation; and

(e) subject to the Section hereof entitled Future Advances, payment and performance of all future advances and other obligations that the then record owner of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when any such advance or other obligation is evidenced by a writing which recites that it is secured by this Mortgage; and

(f) all modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

2.2 Obligations. The term "obligations" herein includes, without limitation, all liability of Mortgagor and each other party having its obligations to Lender secured by this Mortgage, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge

transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Lender in connection with the Note. .

2.3 Incorporation. All terms of the Secured Obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Subject Property are hereby deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Note or any other Secured Obligation may permit borrowing, repayment and reborrowing; and (b) the rate of interest on one or more of the Secured Obligations may vary from time to time.

2.4 Future Advances. This Mortgage shall secure any additional loans as well as any and all present or future advances and readvances made by Mortgagee to or for the benefit of Mortgagor or the Subject Property within 20 years from the date hereof (whether such advances are obligatory or are made at the option of Mortgagee or otherwise), including without limitation: (a) principal, interest, late charges, fees and other amounts due under this Mortgage; (b) all advances by Mortgagee to Mortgagor or any other person to pay costs of erection, construction, alteration, repair, restoration, maintenance and completion of any improvements on the Subject Property; (c) all advances made or costs incurred by Mortgagee for the payment of real estate taxes, assessments or other governmental charges, maintenance charges, insurance premiums, appraisal charges, environmental inspection, audit, testing or compliance costs, and costs incurred by Mortgagee for the enforcement and protection of the Subject Property or the lien of this Mortgage; and (d) all legal fees, costs and other expenses incurred by Mortgagee by reason of any default or otherwise in connection with the Secured Obligations. The amount that may be so secured may decrease to a zero amount from time to time, or may increase from time to time, but the total amount of the Secured Obligations shall not exceed twice the aggregate amount of the Note and each other instrument, agreement or obligation specifically described herein or in any rider attached to and recorded with this Mortgage, or otherwise incorporated herein by reference, including any of the foregoing that is incorporated into this Mortgage by a modification or similar document recorded subsequent to the date hereof, plus interest, and any advances or disbursements made for the benefit or protection of or the payment of taxes, assessments, levies or insurance upon the Subject Property with interest on such disbursements as provided herein.

### ARTICLE III. ASSIGNMENT OF RENTS

3.1 Assignment. For the purposes and upon the terms and conditions set forth herein, Mortgagor irrevocably assigns to Mortgagee all of Mortgagor's right, title and interest in, to and under all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Subject Property, whether existing as of the date hereof or at any time hereafter entered into, together with all guarantees of and security for any tenant's or lessee's performance thereunder, and all amendments, extensions, renewals and modifications thereto (each, a "Lease" and collectively, the "Leases"), together with any and all other rents, issues and profits of the Subject Property (collectively, "Rents"). This assignment shall not impose upon Mortgagee any duty to produce Rents from the Subject Property, nor cause Mortgagee to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor or landlord under any Lease; or (c) responsible for any waste committed by any person or entity at any time in possession of the Subject Property or any part thereof, or for any dangerous or defective condition of the Subject Property, or for any negligence in the management, upkeep, repair or control of the Subject Property. This is an absolute assignment, not an assignment for security only, and Mortgagee's right to Rents is not contingent upon and may be exercised without taking possession of the Subject Property. Mortgagor agrees to execute and deliver to Mortgagee, within five (5) days of Mortgagee's written request, such additional documents as Mortgagee may reasonably request to further evidence the assignment to Mortgagee of any and all Leases and Rents. Mortgagee, at Mortgagee's option and without notice, may notify any lessee or tenant of this assignment of the Leases and Rents.

3.2 Protection of Security. To protect the security of this assignment, Mortgagor agrees:

(a) At Mortgagor's sole cost and expense: (i) to perform each obligation to be performed by the lessor or landlord under each Lease and to enforce or secure the performance of each obligation to be performed by the lessee or tenant under each Lease; (ii) not to modify any Lease in any material respect, nor accept surrender under or terminate the term of any Lease; (iii) not to anticipate the Rents under any Lease; and (iv) not to waive or release any lessee or tenant of or from any Lease obligations. Mortgagor assigns to Mortgagee all of Mortgagor's right and power to modify the terms of any Lease, to accept a surrender under or terminate the term of or anticipate the Rents under any Lease, and to waive or release any lessee or tenant of or from any Lease obligations, and any attempt on the part of Mortgagor to exercise any such rights or powers without Mortgagee's prior written consent shall be a breach of the terms hereof.

(b) At Mortgagor's sole cost and expense, to defend any action in any manner connected with any Lease or the obligations thereunder, and to pay all costs of Mortgagee, including reasonable attorneys' fees, in any such action in which Mortgagee may appear.

(c) That, should Mortgagor fail to do any act required to be done by Mortgagor under a Lease, then Mortgagee, but without obligation to do so and without notice to Mortgagor and without releasing Mortgagor from any obligation hereunder, may make or do the same in such manner and to such extent as Mortgagee deems necessary to protect the security hereof, and, in exercising such powers, Mortgagee may employ attorneys and other agents, and Mortgagor shall pay necessary costs and reasonable attorneys' fees incurred by Mortgagee, or its agents, in the exercise of the powers granted herein. Mortgagor shall give prompt notice to Mortgagee of any default by any lessee or tenant under any Lease, and of any notice of default on the part of Mortgagor under any Lease received from a lessee or tenant thereunder, together with an accurate and complete copy thereof.

(d) To pay to Mortgagee immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the highest rate per annum payable under any Secured Obligation, and the same, at Mortgagee's option, may be added to any Secured Obligation and shall be secured hereby.

3.3 License. Mortgagee confers upon Mortgagor a license ("License") to collect and retain the Rents as, but not before, they come due and payable, until the occurrence of any Default. Upon the occurrence of any Default, the License shall be automatically revoked, and Mortgagee may, at Mortgagee's option and without notice, either in person or by agent, with or without bringing any action, or by a receiver to be appointed by a court: (a) enter, take possession of, manage and operate the Subject Property or any part thereof; (b) make, cancel, enforce or modify any Lease; (c) obtain and evict tenants, fix or modify Rents, and do any acts which Mortgagee deems proper to protect the security hereof; and (d) either with or without taking possession of the Subject Property, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same in accordance with the provisions of this Mortgage. The entering and taking possession of the Subject Property, the collection of Rents and the application thereof as aforesaid, shall not cure or waive any Default, nor waive, modify or affect any notice of default hereunder, nor invalidate any act done pursuant to any such notice. The License shall not grant to Mortgagee the right to possession, except as provided in this Mortgage.

#### ARTICLE IV. RIGHTS AND DUTIES OF THE PARTIES

4.1 Title. Mortgagor warrants that, except as disclosed to Mortgagee prior to the date hereof in a writing which refers to this warranty, Mortgagor lawfully possesses and holds fee simple title to, or if permitted by Mortgagee in writing, a leasehold interest in, the Subject Property without limitation on the

right to encumber, as herein provided, and that this Mortgage is a valid lien on the Subject Property and all of Mortgagor's interest therein.

4.2 Taxes and Assessments. Subject to the right, if any, of Mortgagor to contest payment of the following pursuant to any other agreement between Mortgagor and Mortgagee, Mortgagor shall pay prior to delinquency all taxes, assessments, levies and charges imposed: (a) by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Subject Property or any interest therein; or (b) by any public authority upon Mortgagee by reason of its interest in any Secured Obligation or in the Subject Property, or by reason of any payment made to Mortgagee pursuant to any Secured Obligation; provided however, that Mortgagor shall have no obligation to pay any income taxes of Mortgagee. Promptly upon request by Mortgagee, Mortgagor shall furnish to Mortgagee satisfactory evidence of the payment of all of the foregoing. Mortgagee is hereby authorized to request and receive from the responsible governmental and non-governmental personnel written statements with respect to the accrual and payment of any of the foregoing. Mortgagor shall also pay any documentary stamp taxes or intangible taxes due in connection with the Secured Obligations.

4.3 Performance of Secured Obligations. Mortgagor shall promptly pay and perform each Secured Obligation when due.

4.4 Liens, Encumbrances and Charges. Mortgagor shall immediately discharge any lien on the Subject Property not approved by Mortgagee in writing. Except as otherwise provided in any Secured Obligation or other agreement with Mortgagee, Mortgagor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber the Subject Property, whether senior or subordinate hereto, including without limitation, any mechanics' liens.

4.5 Insurance. Mortgagor shall insure the Subject Property against loss or damage by fire and such other risks as Mortgagee shall from time to time require. Mortgagor shall carry public liability insurance, flood insurance as required by applicable law and such other insurance as Mortgagee may reasonably require, including without limitation, terrorism, business interruption insurance or loss of rental value insurance. Mortgagor shall maintain all required insurance at Mortgagor's expense, under policies issued by companies and in form and substance satisfactory to Mortgagee. Mortgagee, by reason of accepting, rejecting, approving or obtaining insurance, shall not incur any liability for: (a) the existence, nonexistence, form or legal sufficiency thereof; (b) the solvency of any insurer; or (c) the payment of losses. All policies and certificates of insurance shall name Mortgagee as loss payee, and shall provide that the insurance cannot be terminated as to Mortgagee except upon a minimum of ten (10) days' prior written notice to Mortgagee. Immediately upon any request by Mortgagee, Mortgagor shall deliver to Mortgagee the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

Mortgagor ("Owner") acknowledges and agrees that if Owner fails to provide any required insurance on the terms set forth herein or in any loan document, or fails to continue such insurance in force in compliance with the requirements of this agreement or any loan document, Lender may purchase insurance at Owner's expense as provided therein. Such insurance may protect Lender's interests, and may otherwise protect none of, or less than all of, Owner's interests. The cost of any such insurance shall become a part of the Obligations and shall be payable on demand or added to the Note as provided herein, at Lender's option. OWNER ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE MAY PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO THE BALANCE OF THE NOTE; HOWEVER, OWNER'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

4.6 Tax and Insurance Impounds. At Mortgagee's option and upon its demand, Mortgagor shall, until all Secured Obligations have been paid in full, pay to Mortgagee monthly, annually or as otherwise directed by Mortgagee an amount estimated by Mortgagee to be equal to: (a) all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Subject Property and will become due for the tax year during which such payment is so directed; and (b) premiums for fire, other hazard and mortgage insurance next due. If Mortgagee determines that amounts paid by Mortgagor are insufficient for the payment in full of such taxes, assessments, levies and/or insurance premiums, Mortgagee shall notify Mortgagor of the increased amount required for the payment thereof when due, and Mortgagor shall pay to Mortgagee such additional amount within thirty (30) days after notice from Mortgagee. All amounts so paid shall not bear interest, except to the extent and in the amount required by law. So long as there is no Default, Mortgagee shall apply said amounts to the payment of, or at Mortgagee's sole option release said funds to Mortgagor for application to and payment of, such taxes, assessments, levies, charges and insurance premiums. If a Default exists, Mortgagee at its sole option may apply all or any part of said amounts to any Secured Obligation and/or to cure such Default, in which event Mortgagor shall be required to restore all amounts so applied, as well as to cure any Default not cured by such application. Mortgagor hereby grants and transfers to Mortgagee a security interest in all amounts so paid and held in Mortgagee's possession, and all proceeds thereof, to secure the payment and performance of each Secured Obligation. Upon assignment of this Mortgage, Mortgagee shall have the right to assign all amounts collected and in its possession to its assignee, whereupon Mortgagee shall be released from all liability with respect thereto. The existence of said impounds shall not limit Mortgagee's rights under any other provision of this Mortgage or any other agreement, statute or rule of law. Within ninety-five (95) days following full repayment of all Secured Obligations (other than as a consequence of a foreclosure or conveyance in lieu of foreclosure of the liens and security interests securing any Secured Obligation), or at such earlier time as Mortgagee in its discretion may elect, the balance of all amounts collected and in Mortgagee's possession shall be paid to Mortgagor, and no other party shall have any right of claim thereto.

4.7 Damages; Insurance and Condemnation Proceeds.

(a) (i) All awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation (or transfer in lieu thereof) for public or private use affecting the Subject Property; (ii) all other claims and awards for damages to or decrease in value of the Subject Property; (iii) all proceeds of any insurance policies payable by reason of loss sustained to the Subject Property; and (iv) all interest which may accrue on any of the foregoing, are all absolutely and irrevocably assigned to and shall be paid to Mortgagee. At the absolute discretion of Mortgagee, whether or not its security is or may be impaired, but subject to applicable law if any, and without regard to any requirement contained in any other Section hereof, Mortgagee may apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any such claim and apply the balance to the Secured Obligations in any order, and release all or any part of the proceeds to Mortgagor upon any conditions Mortgagee may impose. Mortgagee may commence, appear in, defend or prosecute any assigned claim or action, and may adjust, compromise, settle and collect all claims and awards assigned to Mortgagee; provided however, that in no event shall Mortgagee be responsible for any failure to collect any claim or award, regardless of the cause of the failure.

(b) At its sole option, Mortgagee may permit insurance or condemnation proceeds held by Mortgagee to be used for repair or restoration but may impose any conditions on such use as Mortgagee deems necessary.

4.8 Maintenance and Preservation of Subject Property. Subject to the provisions of any Secured Obligation, Mortgagor covenants:

(a) to keep the Subject Property in good condition and repair;

(b) except with Mortgagee's prior written consent, not to remove or demolish the Subject Property, nor alter, restore or add to the Subject Property, nor initiate or acquiesce in any change in any zoning or other land classification which affects the Subject Property;

(c) to restore promptly and in good workmanlike manner any portion of the Subject Property which may be damaged or destroyed, unless Mortgagee requires that all of the insurance proceeds be used to reduce the Secured Obligations as provided in the Section hereof entitled Damages; Insurance and Condemnation Proceeds;

(d) to comply with and not to suffer violation of any or all of the following which govern acts or conditions on, or otherwise affect the Subject Property: (i) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (ii) covenants, conditions, restrictions and equitable servitudes, whether public or private; and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability;

(e) not to commit or permit waste of the Subject Property; and

(f) to do all other acts which from the character or use of the Subject Property may be reasonably necessary to maintain and preserve its value.

4.9 Hazardous Substances; Environmental Provisions. Mortgagor represents and warrants to Mortgagee as follows:

(a) Except as disclosed to Mortgagee in writing prior to the date hereof, the Subject Property is not and has not been a site for the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of any substances which are "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under the Hazardous Materials Laws, as defined below, and/or other applicable environmental laws, ordinances and regulations (collectively, the "Hazardous Materials").

(b) The Subject Property is in compliance with all laws, ordinances and regulations relating to Hazardous Materials (collectively, the "Hazardous Materials Laws"), including without limitation, the Clean Air Act, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Federal Toxic Substances Control Act and the Occupational Safety and Health Act, as any of the same may be amended, modified or supplemented from time to time, and any other applicable federal, state or local environmental laws, and any rules or regulations adopted pursuant to any of the foregoing.

(c) There are no claims or actions pending or threatened against Mortgagor or the Subject Property by any governmental entity or agency, or any other person or entity, relating to any Hazardous Materials or pursuant to any Hazardous Materials Laws.

(d) Mortgagor hereby agrees to defend, indemnify and hold harmless Mortgagee, its directors, officers, employees, agents, successors and assigns, from and against any and all losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including without limitation, attorneys' fees and expenses) which Mortgagee may incur as a direct or indirect consequence of the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of Hazardous Materials in, on, under or about the Subject Property. Mortgagor shall pay to Mortgagee immediately upon demand any amounts owing under this indemnity, together with interest from the date of demand until paid in full at the highest rate of interest applicable to any Secured Obligation. **MORTGAGOR'S DUTY AND OBLIGATION TO DEFEND, INDEMNIFY AND HOLD**

**HARMLESS MORTGAGEE SHALL SURVIVE THE CANCELLATION OF THE SECURED OBLIGATIONS AND THE RELEASE OR PARTIAL RELEASE OF THIS MORTGAGE.**

(e) Mortgagor shall immediately advise Mortgagee in writing upon Mortgagor's discovery of any occurrence or condition on the Subject Property, or on any real property adjoining or in the vicinity of the Subject Property, that does or could cause all or any part of the Subject Property to be contaminated with any Hazardous Materials or otherwise be in violation of any Hazardous Materials Laws, or cause the Subject Property to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Hazardous Materials Laws.

4.10 Protection of Security. Mortgagor shall, at Mortgagor's sole expense: (a) protect, preserve and defend the Subject Property and Mortgagor's title and right to possession of the Subject Property against all adverse claims; (b) if Mortgagor's interest in the Subject Property is a leasehold interest or estate, pay and perform in a timely manner all obligations to be paid and/or performed by the lessee or tenant under the lease or other agreement creating such leasehold interest or estate; and (c) protect, preserve and defend the security of this Mortgage and the rights and powers of Mortgagee under this Mortgage against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing of the assertion of any claim, the filing of any action or proceeding, or the occurrence of any damage, condemnation offer or other action relating to or affecting the Subject Property and, if Mortgagor's interest in the Subject Property is a leasehold interest or estate, of any notice of default or demand for performance under the lease or other agreement pursuant to which such leasehold interest or estate was created or exists.

4.11 Powers and Duties of Mortgagee. Mortgagee may, upon written request, without obligation to do so or liability therefor and without notice: (a) release all or any part of the Subject Property from the lien of this Mortgage; (b) consent to the making of any map or plat of the Subject Property; and (c) join in any grant of easement or declaration of covenants and restrictions with respect to the Subject Property, or any extension agreement or any agreement subordinating the lien or charge of this Mortgage. Mortgagee may from time to time apply to any court of competent jurisdiction for aid and direction in the exercise or enforcement of its rights and remedies available under this Mortgage, and may obtain orders or decrees directing, confirming or approving acts in the exercise or enforcement of said rights and remedies. Mortgagee has no obligation to notify any party of any pending sale or any action or proceeding (including, but not limited to, actions in which Mortgagor or Mortgagee shall be a party) unless held or commenced and maintained by Mortgagee under this Mortgage.

4.12 Compensation; Exculpation; Indemnification.

(a) Mortgagor shall pay Mortgagee reasonable compensation for services rendered concerning this Mortgage, including without limitation, the providing of any statement of amounts owing under any Secured Obligation. Mortgagee shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise of any rights, remedies or powers granted to Mortgagee in this Mortgage; (ii) the failure or refusal of Mortgagee to perform or discharge any obligation or liability of Mortgagor under this Mortgage or any Lease or other agreement related to the Subject Property; or (iii) any loss sustained by Mortgagor or any third party as a result of Mortgagee's failure to lease the Subject Property after any Default or from any other act or omission of Mortgagee in managing the Subject Property after any Default unless such loss is caused by the willful misconduct or gross negligence of Mortgagee; and no such liability shall be asserted or enforced against Mortgagee, and all such liability is hereby expressly waived and released by Mortgagor.

(b) Mortgagor shall indemnify Mortgagee against, and hold Mortgagee harmless from, any and all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, costs of evidence of title, costs of evidence of value, and other expenses which Mortgagee may suffer or incur: (i) by reason of this Mortgage; (ii) by reason of the performance of any act

required or permitted hereunder or by law; (iii) as a result of any failure of Mortgagor to perform Mortgagor's obligations; or (iv) by reason of any alleged obligation or undertaking of Mortgagee to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Subject Property, including without limitation, the payment of any taxes, assessments, rents or other lease obligations, liens, encumbrances or other obligations of Mortgagor under this Mortgage. Mortgagor's duty to indemnify Mortgagee shall survive the payment, discharge or cancellation of the Secured Obligations and the release or satisfaction, in whole or in part, of this Mortgage.

(c) Mortgagor shall pay all indebtedness arising under this Section immediately upon demand by Mortgagee, together with interest thereon from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation. Mortgagee may, at its option, add any such indebtedness to any Secured Obligation.

4.13 Due on Sale. Except as permitted by the provisions of any Secured Obligation or applicable law, if the Subject Property or any interest therein shall be sold, transferred (including without limitation, where applicable, through sale or transfer of a majority or controlling interest of the corporate stock, or any general partnership, limited liability company or other similar interests, of Mortgagor), whether voluntarily, involuntarily or by operation of law (each of which actions and events is called a "Transfer"), without Mortgagee's prior written consent, THEN Mortgagee may, at its sole option, declare all Secured Obligations immediately due and payable in full. Mortgagor shall notify Mortgagee in writing of each Transfer within ten (10) business days of the date thereof.

4.14 Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property or in any manner obligated under any Secured Obligation (each, an "Interested Party"), Mortgagee may, from time to time, release any Interested Party from liability for the payment of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, accept additional security, and enforce, waive, subordinate or release all or a portion of the Subject Property or any other security for any Secured Obligation. None of the foregoing actions shall release or reduce the personal liability of any Interested Party, nor release or impair the priority of the lien of this Mortgage upon the Subject Property.

4.15 Release of Mortgage. Upon satisfaction in full of the Secured Obligations, Mortgagee, without warranty, shall deliver for recording in the appropriate real property records a satisfaction or release of Mortgage for the Subject Property, or that portion thereof then covered hereby, from the lien of this Mortgage.

4.16 Subrogation. Mortgagee shall be subrogated to the lien of all encumbrances, whether or not released of record, paid in whole or in part by Mortgagee pursuant to this Mortgage or by the proceeds of any Secured Obligation.

4.17 Mortgagor Different From Obligor ("Third Party Mortgagor"). As used in this Section, the term "Obligor" shall mean each person or entity obligated in any manner under any of the Secured Obligations; and the term "Third Party Mortgagor" shall mean (1) each person or entity included in the definition of Mortgagor herein and which is not an Obligor under all of the Secured Obligations, and (2) each person or entity included in the definition of Mortgagor herein if any Obligor is not included in said definition.

(a) Representations and Warranties. Each Third Party Mortgagor represents and warrants to Mortgagee that: (i) this Mortgage is executed at an Obligor's request; (ii) this Mortgage complies with all agreements between each Third Party Mortgagor and any Obligor regarding such Third Party Mortgagor's execution hereof; (iii) Mortgagee has made no representation to any Third Party Mortgagor



as to the creditworthiness of any Obligor; and (iv) each Third Party Mortgagor has established adequate means of obtaining from each Obligor on a continuing basis financial and other information pertaining to such Obligor's financial condition. Each Third Party Mortgagor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect such Third Party Mortgagor's risks hereunder. Each Third Party Mortgagor further agrees that Mortgagee shall have no obligation to disclose to any Third Party Mortgagor any information or material about any Obligor which is acquired by Mortgagee in any manner. The liability of each Third Party Mortgagor hereunder shall be reinstated and revived, and the rights of Mortgagee shall continue if and to the extent that for any reason any amount at any time paid on account of any Secured Obligation is rescinded or must otherwise be restored by Mortgagee, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, all as though such amount had not been paid. The determination as to whether any amount so paid must be rescinded or restored shall be made by Mortgagee in its sole discretion; provided however, that if Mortgagee chooses to contest any such matter at the request of any Third Party Mortgagor, each Third Party Mortgagor agrees to indemnify and hold Mortgagee harmless from and against all costs and expenses, including reasonable attorneys' fees, expended or incurred by Mortgagee in connection therewith, including without limitation, in any litigation with respect thereto.

(b) Waivers.

(i) Each Third Party Mortgagor waives any right to require Mortgagee to: (A) proceed against any Obligor or any other person; (B) marshal assets or proceed against or exhaust any security held from any Obligor or any other person; (C) give notice of the terms, time and place of any public or private sale or other disposition of personal property security held from any Obligor or any other person; (D) take any other action or pursue any other remedy in Mortgagee's power; or (E) make any presentment or demand for performance, or give any notice of nonperformance, protest, notice of protest or notice of dishonor hereunder or in connection with any obligations or evidences of indebtedness held by Mortgagee as security for or which constitute in whole or in part the Secured Obligations, or in connection with the creation of new or additional obligations.

(ii) Each Third Party Mortgagor waives any defense to its obligations hereunder based upon or arising by reason of: (A) any disability or other defense of any Obligor or any other person; (B) the cessation or limitation from any cause whatsoever, other than payment in full, of any Secured Obligation; (C) any lack of authority of any officer, director, partner, agent or any other person acting or purporting to act on behalf of any Obligor which is a corporation, partnership or other type of entity, or any defect in the formation of any such Obligor; (D) the application by any Obligor of the proceeds of any Secured Obligation for purposes other than the purposes represented by any Obligor to, or intended or understood by, Mortgagee or any Third Party Mortgagor; (E) any act or omission by Mortgagee which directly or indirectly results in or aids the discharge of any Obligor or any portion of any Secured Obligation by operation of law or otherwise, or which in any way impairs or suspends any rights or remedies of Mortgagee against any Obligor; (F) any impairment of the value of any interest in any security for the Secured Obligations or any portion thereof, including without limitation, the failure to obtain or maintain perfection or recordation of any interest in any such security, the release of any such security without substitution, and/or the failure to preserve the value of, or to comply with applicable law in disposing of, any such security; (G) any modification of any Secured Obligation, in any form whatsoever, including without limitation the renewal, extension, acceleration or other change in time for payment of, or other change in the terms of, any Secured Obligation or any portion thereof, including increase or decrease of the rate of interest thereon; or (H) any requirement that Mortgagee give any notice of acceptance of this Mortgage. Until all Secured Obligations shall have been paid in full, no Third Party Mortgagor shall have any right of subrogation, and each Third Party Mortgagor waives any right to enforce any remedy which Mortgagee now has or may hereafter have against any Obligor or any other person, and waives any benefit of, or any right to participate in, any security now or hereafter held by Mortgagee. Each Third Party Mortgagor further waives all rights and defenses it may have arising out of: (1) any election of remedies by Mortgagee, even though that election of remedies, such as a non-judicial

foreclosure with respect to any security for any portion of the Secured Obligations, destroys such Third Party Mortgagor's rights of subrogation or such Third Party Mortgagor's rights to proceed against any Obligor for reimbursement; or (2) any loss of rights any Third Party Mortgagor may suffer by reason of any rights, powers or remedies of any Obligor in connection with any anti-deficiency laws or any other laws limiting, qualifying or discharging any Obligor's obligations.

(iii) If any of said waivers is determined to be contrary to any applicable law or public policy, such waiver shall be effective to the extent permitted by applicable law or public policy.

4.18. Encumbrance. Mortgagor shall not, without Lender's consent, mortgage, assign, grant a lien upon or security interest in, or otherwise encumber the Property or any interest in the Subject Property, or allow such a lien or security interest to exist or arise, whether voluntarily, involuntarily or by operation of law, except for liens and security interests in favor of Lender, or property taxes attributable to the Subject Property which are not past due

#### ARTICLE V. DEFAULT PROVISIONS

5.1 Default. The occurrence of any of the following shall constitute a "Default" under this Mortgage: (a) Mortgagor shall fail to observe or perform any obligation or agreement contained herein; (b) any representation or warranty of Mortgagor herein shall prove to be incorrect, false or misleading in any material respect when made; or (c) any default in the payment or performance of any obligation, or any defined event of default, under any provisions of the Note or any other contract, instrument or document executed in connection with, or with respect to, any Secured Obligation.

5.2 Rights and Remedies. Upon the occurrence of any Default, and at any time thereafter, Mortgagee shall have all the following rights and remedies:

(a) With or without notice, to declare all Secured Obligations immediately due and payable in full.

(b) With or without notice, without releasing Mortgagor from any Secured Obligation and without becoming a mortgagee in possession, to cure any Default of Mortgagor and, in connection therewith: (i) to enter upon the Subject Property and to do such acts and things as Mortgagee deems necessary or desirable to protect the security of this Mortgage, including without limitation, to appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee hereunder; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Mortgagee, is senior in priority to this Mortgage, the judgment of Mortgagee being conclusive as between the parties hereto; (iii) to obtain, and to pay any premiums or charges with respect to, any insurance required to be carried hereunder; and (iv) to employ counsel, accountants, contractors and other appropriate persons to assist Mortgagee.

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of the covenants of Mortgagor under this Mortgage, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy. Without limiting the foregoing, Mortgagee may foreclose this Mortgage and exercise its rights as a secured party for all or any portion of the Secured Obligations that are then due and payable, subject to the continuing lien of this Mortgage for the balance not then due and payable. In case of any sale of the Subject Property by judicial proceedings, the Subject Property may be sold in one parcel or in such parcels, manner or order as Mortgagee in its sole discretion may elect. Mortgagor, for itself and anyone claiming by, through or under it, hereby agrees that Mortgagee shall in no manner, in law or in equity, be limited, except as herein provided, in the exercise of its rights in the Subject Property or in any other security hereunder or otherwise appertaining to any of the Secured Obligations, whether by any statute, rule or precedent that may otherwise require said security to be

marshaled in any manner and Mortgagor, for itself and others as aforesaid, hereby expressly waives and releases any right to or benefit thereof. The failure to make any tenant a defendant to a foreclosure proceeding shall not be asserted by Mortgagor as a defense in any proceeding instituted by Mortgagee to collect the Secured Obligations or any deficiency remaining unpaid after the foreclosure sale of the Subject Property. For the purposes of any suit brought under this subsection, Mortgagor waives the defenses of laches and any applicable statute of limitations.

(d) To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Subject Property as a matter of strict right and without regard to: (i) the adequacy of the security for the repayment of the Secured Obligations; (ii) the existence of a declaration that the Secured Obligations are immediately due and payable; or (iii) the filing of a notice of default; and Mortgagor consents to such appointment.

(e) To take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Subject Property; to make or modify Leases of, and other agreements with respect to, the Subject Property upon such terms and conditions as Mortgagee deems proper; and to make repairs, alterations and improvements to the Subject Property deemed necessary, in Mortgagee's judgment, to protect or enhance the security hereof.

(f) To resort to and realize upon the security hereunder and any other security now or later held by Mortgagee concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received in accordance with the Section hereof entitled Application of Foreclosure Sale Proceeds, all in such order and manner as Mortgagee shall determine in its sole discretion.

(g) Upon sale of the Subject Property at any judicial foreclosure, Mortgagee may credit bid (as determined by Mortgagee in its sole discretion) all or any portion of the Secured Obligations. In determining such credit bid, Mortgagee may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Subject Property as such appraisals may be discounted or adjusted by Mortgagee in its sole underwriting discretion; (ii) expenses and costs incurred by Mortgagee with respect to the Subject Property prior to foreclosure; (iii) expenses and costs which Mortgagee anticipates will be incurred with respect to the Subject Property after foreclosure, but prior to resale, including without limitation, costs of structural reports and other due diligence, costs to carry the Subject Property prior to resale, costs of resale (e.g., commissions, attorneys' fees, and taxes), Hazardous Materials clean-up and monitoring, deferred maintenance, repair, refurbishment and retrofit, and costs of defending or settling litigation affecting the Subject Property; (iv) declining trends in real property values generally and with respect to properties similar to the Subject Property; (v) anticipated discounts upon resale of the Subject Property as a distressed or foreclosed property; (vi) the existence of additional collateral, if any, for the Secured Obligations; and (vii) such other factors or matters that Mortgagee deems appropriate. Mortgagor acknowledges and agrees that: (A) Mortgagee is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (B) this Section does not impose upon Mortgagee any additional obligations that are not imposed by law at the time the credit bid is made; (C) the amount of Mortgagee's credit bid need not have any relation to any loan-to-value ratios specified in any agreement between Mortgagor and Mortgagee or previously discussed by Mortgagor and Mortgagee; and (D) Mortgagee's credit bid may be, at Mortgagee's sole discretion, higher or lower than any appraised value of the Subject Property.

5.3 Application of Foreclosure Sale Proceeds. After deducting all costs, fees and expenses of sale, including costs of evidence of title and attorneys' fees in connection with a sale, all proceeds of any foreclosure sale shall be applied first, to payment of all Secured Obligations (including without limitation, all sums expended by Mortgagee under the terms hereof and not then repaid, with accrued interest at the highest rate per annum payable under any Secured Obligation), in such order and amounts

as Mortgagee in its sole discretion shall determine; and the remainder, if any, to the person or persons legally entitled thereto.

5.4 Application of Other Sums. All Rents or other sums received by Mortgagee or any agent or receiver hereunder, less all costs and expenses incurred by Mortgagee or such agent or receiver, including reasonable attorneys' fees, shall be applied to payment of the Secured Obligations in such order as Mortgagee shall determine in its sole discretion; provided however, that Mortgagee shall have no liability for funds not actually received by Mortgagee.

5.5 No Cure or Waiver. Neither Mortgagee's or any receiver's entry upon and taking possession of the Subject Property, nor any collection of Rents, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security of this Mortgage, or cure or waive any breach, Default or notice of default under this Mortgage, or nullify the effect of any notice of default or sale (unless all Secured Obligations and any other sums then due hereunder have been paid in full and Mortgagor has cured all other Defaults), or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option of the Subject Property or a subordination of the lien of this Mortgage.

5.6 Costs, Expenses and Attorneys' Fees. Mortgagor agrees to pay to Mortgagee immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including court costs and reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Mortgagee's in-house counsel), expended or incurred by Mortgagee pursuant to this Article V, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Mortgagee or any other person) relating to Mortgagor or in any way affecting any of the Subject Property or Mortgagee's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Mortgagor with interest from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation.

5.7 Power to File Notices and Cure Defaults. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns as Mortgagor's true attorney-in-fact to perform any of the following powers, which agency is coupled with an interest: (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest; and (b) upon the occurrence of any event, act or omission which with the giving of notice or the passage of time, or both, would constitute a Default, to perform any obligation of Mortgagor hereunder; provided however, that Mortgagee, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Mortgagee, and Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to act under this Section.

5.8 Remedies Cumulative; No Waiver. All rights, powers and remedies of Mortgagee hereunder are cumulative and are in addition to all rights, powers and remedies provided by law or in any other agreements between Mortgagor and Mortgagee. No delay, failure or discontinuance of Mortgagee in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy.

ARTICLE VI. MISCELLANEOUS PROVISIONS

6.1 No Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in, or any other lien on, the Subject Property unless Mortgagee specifically consents to a merger in writing.

6.2 Execution of Documents. Mortgagor agrees, upon demand by Mortgagee, to execute any and all documents and instruments required to effectuate the provisions hereof.

6.3 Right of Inspection. Mortgagee or its agents or employees may enter onto the Subject Property at any reasonable time for the purpose of inspecting the Subject Property and ascertaining Mortgagor's compliance with the terms hereof.

6.4 Notices. All notices, requests and demands which Mortgagor or Mortgagee is required or may desire to give to the other party must be in writing, delivered to Mortgagee at the following address:

WELLS FARGO BANK, NATIONAL ASSOCIATION  
BBSG Winston-Salem Loan Ops DSR  
P.O. Box 2705  
Winston-Salem, NC 27199-8182

and to Mortgagor at its address set forth at the signature lines below, or at such other address as either party shall designate by written notice to the other party in accordance with the provisions hereof.

6.5 Successors; Assignment. This Mortgage shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto; provided however, that this Section does not waive the provisions of the Section hereof entitled Due on Sale or Encumbrance. Mortgagee reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Mortgagee's rights and benefits under the Note, any and all other Secured Obligations and this Mortgage. In connection therewith, Mortgagee may disclose all documents and information which Mortgagee now has or hereafter acquires relating to the Subject Property, all or any of the Secured Obligations and/or Mortgagor and, as applicable, any partners, joint venturers or members of Mortgagor, whether furnished by any Mortgagor or otherwise.

6.6 Rules of Construction. (a) When appropriate based on the identity of the parties or other circumstances, the masculine gender includes the feminine or neuter or both, and the singular number includes the plural; (b) the term "Subject Property" means all and any part of or interest in the Subject Property; (c) all Section headings herein are for convenience of reference only, are not a part of this Mortgage, and shall be disregarded in the interpretation of any portion of this Mortgage; (d) if more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such Mortgagors hereunder shall be joint and several; and (e) all terms of Exhibit A, and each other exhibit and/or rider attached hereto and recorded herewith, are hereby incorporated into this Mortgage by this reference.

6.7 Severability of Provisions. If any provision of this Mortgage shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Mortgage.

6.8 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Florida.

6.9 Facsimile and Counterpart. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a

single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

**6.10 Community and Other Property.** In addition to the rights of Lender under any applicable community property laws, Mortgagor who is a Married Person and who has an interest in marital or community property under applicable law acknowledges and agrees that his/her obligation as a Mortgagor is incurred in the interest of and to benefit the marital community (or domestic partnership, if applicable), and expressly agrees that recourse may be had against his or her separate property and his or her rights in community property and community assets for all of his or her obligations to Lender, in addition to any other property that may be subject to rights of Lender. For the purpose of this provision, "Married Person" means a person in a spousal relationship and shall include parties to a duly registered and/or legally recognized same-sex civil union, domestic partnership, and other terms, whether or not gender-specific in a spousal relationship, that denote spousal relationship, as those terms are used throughout the laws, codes and regulations of states and/or jurisdictions that recognize legally married same-sex couples, civil unions and/or domestic partnerships, and any references herein to a married person or marital status shall be deemed to also include the applicable corresponding term, or other reference relating to a party to a civil union or domestic partnership.

**6.11. Execution of Documents, Consultation with Counsel.** Each party hereto acknowledges and agrees that he/she/it has had an opportunity to review and consider the terms and provisions of this agreement and each related loan document, to consult with counsel of his/her/its choice, if desired, and to suggest changes to the structure and terms of the agreements. Each party hereto warrants and agrees that his/her/its execution of this agreement and any related loan documents is made voluntarily and with full knowledge of the significance and effect of such agreements.

**6.12 Appraisals, Fees And Expenses.** Mortgagor agrees that Lender may obtain appraisals and reappraisals and perform property evaluations and appraisal reviews of the Subject Property when required by the regulations of the Federal Reserve Board or the Office of the Comptroller of the Currency, or any other regulatory agency, or at such other times as Lender may reasonably require. Appraisals shall be performed by an independent third party appraiser selected by Lender; property evaluations and appraisal reviews may be performed by third party appraisers or appraisers and staff of Lender. The fees, expenses and other cost of such appraisals, reappraisals, property evaluations and appraisal reviews shall be paid by Mortgagor. In addition, Mortgagor shall be responsible for payment of all fees and expenses of Lender and third parties relating to inspecting the Subject Property, environmental review, title policies and endorsements (or title searches, abstracts of title or legal opinions of title where applicable), and monitoring the payment of property taxes, and any governmental taxes, fees and recording costs relating to this Mortgage.

**6.13 Compliance With All Laws.** Mortgagor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Subject Property.

**6.14. Arbitration - Binding Arbitration.** Lender and each party to this agreement hereby agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. Arbitration may be demanded before the institution of a judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any related note, instrument or agreement incorporating this Arbitration Program (the "Documents"), or any renewal, extension, modification or refinancing of any indebtedness or obligation relating thereto, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination, or any request for additional credit. This provision is a material inducement for the parties entering into the transactions relating to this Agreement. In the event of a court ordered arbitration, the party requesting

arbitration shall be responsible for timely filing the demand for arbitration and paying the appropriate filing fee within 30 days of the abatement order or the time specified by the court; the party's failure to do so shall result in that party's right to demand arbitration being automatically terminated with respect to such Dispute. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION PROGRAM.

**A. Governing Rules.** Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Note. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. The arbitrator shall award all costs and expenses of the arbitration proceeding.

**B. No Waiver of Provisional Remedies, Self-Help and Foreclosure.** The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

**C. Arbitrator Qualifications and Powers.** Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator shall be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

**D. Discovery.** In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

**E. Class Proceedings and Consolidations.** No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties to this agreement, or any contract, instrument or document relating to this agreement, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

**F. Small Claims Court.** Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction.

**G. Miscellaneous.** To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of the Note and the termination, amendment or expiration of any of the Documents or any relationship between the parties.

6.15. **Leasehold Interest.** Notwithstanding any other term to the contrary in this Mortgage, the following terms regarding Mortgagor's leasehold interest shall control:

Mortgagor's interest in and to the Land is a leasehold interest under the following Lease: Sub-Lease dated February 11, 2000, by and between the Board of Regents of the State of Florida, as "Landlord", acting on behalf of the University of Central Florida, and Borrower, as "Tenant", a copy of which is recorded in Official Records Book 5967, Page 3239 of the Public Records of Orange County, Florida. Florida (which sub-lease is hereinafter referred to as the "Leasehold"), which Leasehold is subject to that certain Lease Agreement No. 2721 dated January 22, 1974, by and between State of Florida Board of Trustees of the Internal Improvement Fund, as "Lessor", and the Florida Board of Regents, as "Lessee", a copy of which is recorded in Official Records Book 3625, Page 1374 of the Public Records of Orange County, Florida, which Leasehold grants a sub-leasehold estate to Borrower in and to that certain piece, parcel or tract of land of real property of which the Borrower is now in actual or constructive possession, more particularly described in Exhibit A.

Mortgagor will: (1) pay the rent reserved by the Leasehold, as the same becomes due and payable; (2) promptly perform and observe all of the covenants, terms and conditions required to be performed or observed by the tenant under the Leasehold, and do all things necessary to preserve and keep unimpaired its rights thereunder; (3) promptly notify Lender in writing prior to the scheduled date for the exercise by Mortgagor or any other person of, or any unscheduled exercise by Mortgagor or any other person of, any preemptive rights under the Leasehold, including any options to renew, extend or purchase under the Leasehold, or of the commencement of a proceeding under the federal bankruptcy laws or any state insolvency, receivership or other similar laws by or against the landlord under the Leasehold; (4) in case any proceeds of any insurance upon the Subject Property or any part thereof are deposited with any person other than Lender pursuant to the requirements of the Leasehold or any of the Loan Documents, promptly notify Lender in writing of the name and address of the person with whom such proceeds have been deposited and the amount so deposited; (5) promptly notify Lender in writing of (i) any default under the Leasehold by any party thereto, including Mortgagor, (ii) the nature of any default and the steps being taken to cure said default, and (iii) any action taken or threatened to be taken by any party to the Leasehold on account of the default; and (6) promptly notify Lender in writing of any request



made by any party to the Leasehold to the other party or parties thereto for arbitration or appraisal proceedings pursuant to the Leasehold, and of the institution of any arbitration or appraisal proceedings, and promptly deliver to Lender a copy of the determination of the arbitrators or appraisers in each such proceeding.

Mortgagor will not surrender nor permit the Leasehold or any leasehold estate and interest therein to be surrendered, nor terminate or cancel or permit the termination or cancellation of the Leasehold. Mortgagor will not, without the prior written consent of Lender, either orally, in writing or electronically, (1) exercise any preemptive rights under the Leasehold, including any purchase options or rights of first refusal, or (2) modify, change, supplement, alter or amend the Leasehold. Mortgagor assigns to Lender all of its preemptive rights under the Leasehold and all of its rights, privileges and prerogatives under the Leasehold to terminate, cancel, modify, change, supplement, alter and amend the Leasehold. Any exercise of preemptive rights by Mortgagor or any other person under the Leasehold or any termination, cancellation, modification, change, supplement, alteration or amendment of the Leasehold by Mortgagor or any other persons, without the prior written consent thereto by Lender, will not be binding upon Lender or enforceable against Lender.

Mortgagor grants to Lender and its authorized representatives and agrees that Lender and its authorized representatives will have the absolute and immediate right, in Lender's sole discretion, to prevent or to cure any default by Mortgagor under the Leasehold and, in connection therewith, contact, negotiate and settle with the landlord and other parties to the Leasehold, or enter in and upon the Land to such extent and as often as Lender, in its sole discretion, deems necessary or desirable in order to prevent or to cure any such default by Mortgagor. Lender may pay and expend such sums of money as Lender, in its sole discretion, deems necessary for any purpose related to the Leasehold, including all those listed in this paragraph.

Unless Lender otherwise expressly consents in writing, the title to the Land and the leasehold estate thereunder will not merge, but will always remain separate and distinct, notwithstanding the union of such estates either in Mortgagor or in a third person by purchase or otherwise. Without limiting the foregoing, but in furtherance thereof, Mortgagor agrees that if Mortgagor, at any time prior to payment in full of the Obligations and other Indebtedness and obligations secured by this Mortgage, acquires fee simple title or any other greater estate to the Land, the lien of this Mortgage will attach to, extend to, cover and be a lien upon such fee simple title or such greater estate.

[execution signature on the following page]

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first set forth above.

Mortgagor(s)

Address

**ALPHA XI DELTA BUILDING CORPORATION OF ORLANDO, FLORIDA, INC.,**  
a Florida non-profit corporation

University of Central Florida  
4101 Greek Park Drive  
Orlando, Florida 32816

By: *J. Matias*  
Jessica Matias, President

Witnesses

*Valerie McDonald*  
Name: Valerie McDonald

*Christina M. Hazen*  
Name: Christina M. Hazen

STATE OF Florida §  
COUNTY OF Orange §

The foregoing instrument was acknowledged before me on December 11, 2013 by Jessica Matias, as President of ALPHA XI DELTA BUILDING CORPORATION OF ORLANDO, FLORIDA, INC., a Florida non-profit corporation, for the corporation. She [ ] is personally known to me or [X] produced a driver's license as identification, and did not take an oath.

(NOTARY SEAL)

*Christina M. Hazen*  
NOTARY SIGNATURE

Christina M. Hazen

PRINTED NOTARY SIGNATURE  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission Number: EE859311  
My Commission Expires: 1/8/17



EXHIBIT A  
(Description of Property)

Exhibit A to Mortgage and Assignment of Rents and Leases executed ALPHA XI DELTA BUILDING CORPORATION OF ORLANDO, FLORIDA, INC., a Florida non-profit corporation, as Mortgagee, dated as of December 11, 2013.

Description of Property

From the Southwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida; run North 89 degrees 26 minutes 19 seconds East along the South line of the Southwest 1/4 of said Section 3, for a distance of 1344.83 feet to the point of intersection of a curve concave to the East and external to the curvature of the centerline of State Road S-520 as shown by Florida State Road Department Plans for Section No. 75701-2601 dated December 23, 1958, said point of intersection being located at coordinates North 100,000.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run thence North 01 degrees 08 minutes 00 seconds East along the tangent of said curve and continuing North 01 degrees 08 minutes 00 seconds East along the centerline of State Road S-520 for a distance of 2001.44 feet to an intersection with the centerline of Aquarius Drive, said intersection being at University coordinate point North 102,001.682 and East 5,039.422; run thence North 89 degrees 21 minutes 03 seconds East along the centerline of Aquarius Drive for a distance of 725.00 feet; run thence North 00 degrees 48 minutes 57 seconds West for a distance of 23.50 feet to the Point of Beginning; thence continue North 00 degrees 48 minutes 57 seconds West, 279.96 feet; thence run North 79 degrees 07 minutes 36 seconds West, 233.91 feet to a point on the arc of a curve concave Easterly and having a radius of 350.00 feet; thence, from a tangent bearing of South 20 degrees 09 minutes 53 seconds West, Southerly along the arc of said curve thru a central angle of 51 degrees 19 minutes 32 seconds for an arc distance of 313.53 feet to the P.C.C of a curve concave Easterly; thence run Southerly along the arc of said curve, having for its elements a radius of 50.00 feet and a central angle of 59 degrees 39 minutes 17 seconds for an arc distance of 52.05 feet to a point on the North right-of-way line of Aquarius Drive; thence run North 89 degrees 21 minutes 03 seconds East, 161.16 feet to the Point of Beginning.

Reserving a 6.0 foot wide strip along the Northerly line thereof for Utility Easement.



**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23729 - WELLS FARGO	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	45288832  FLFL FIXTURE
File with: Orange, FL	

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
2000-0108435 Bk 5961 Pg 2808 3/15/2000 CC FL Orange

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  PARTY INFORMATION CHANGE:  
Check one of these two boxes:  Debtor or  Secured Party of record  
AND Check one of these three boxes to:  
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c  
 ADD name: Complete item 7a or 7b, and item 7c  
 DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME NATIONAL BANK OF COMMERCE				
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME WELLS FARGO BANK, N.A.				
OR	7b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
P.O. BOX 2705	WINSTON-SALEM	NC	27101-2705	USA

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME NATIONAL BANK OF COMMERCE				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: Alpha XI Delta Building Corporation of Orlando, Florida, Inc.  
45288832



**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 2000-0108435 Bk 5961 Pg 2808 3/15/2000 CC FL Orange	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME NATIONAL BANK OF COMMERCE	
OR	12b. INDIVIDUAL'S SURNAME
	FIRST PERSONAL NAME
	ADDITIONAL NAME(S)/INITIAL(S)      SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME Alpha XI Delta Building Corporation of Orlando, Florida, Inc.				
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:  
Alpha XI Delta Building Corporation of Orlando, Florida, Inc. - 118 Lago Vista Blvd , Casselberry, FL 32707

Secured Party Name and Address:  
WELLS FARGO BANK, N.A. - P.O.BOX 2705 , WINSTON-SALEM, NC 27101-2705

<p>15. This FINANCING STATEMENT AMENDMENT:  <input type="checkbox"/> covers timber to be cut    <input type="checkbox"/> covers as-extracted collateral    <input checked="" type="checkbox"/> is filed as a fixture filing</p> <p>16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):</p>	<p>17. Description of real estate: See Exhibit A and Legal Description for Collateral Description. SEE ORIGINAL UCC EXHIBIT- A</p>
--	--

18. MISCELLANEOUS: 45288832-FL-95 23729 - WELLS FARGO BANK - B NATIONAL BANK OF COMMERCE File with: Orange, FL

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS

DOCH 20140575320 B: 10833 P: 3843

11/11/2014 11:45:53 AM Page 1 of 2

Rec Fee: \$18.50

Martha O. Haynie, Comptroller

Orange County, FL

SA - Ret To: CT LIEN SOLUTIONS



A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23729 - WELLS FARGO	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	45611952  FLFL FIXTURE

File with: Orange, FL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
2000-0108435 Bk 5961 Pg 2808 3/15/2000 CC FL Orange

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  PARTY INFORMATION CHANGE:  
Check one of these two boxes:  Debtor or  Secured Party of record  
AND Check one of these three boxes to:  
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c  
 ADD name: Complete item 7a or 7b, and item 7c  
 DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME  
Alpha XI Delta Building Corporation of Orlando, Florida, Inc.

OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
----	--------------------------	---------------------	-------------------------------	--------

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
WELLS FARGO BANK, N.A.

OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
----	--------------------------	---------------------	-------------------------------	--------

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: Alpha XI Delta Building Corporation of Orlando, Florida, Inc.  
45611952

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 2000-0108435 Bk 5961 Pg 2808 3/15/2000 CC FL Orange	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME WELLS FARGO BANK, N.A.	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME Alpha XI Delta Building Corporation of Orlando, Florida, Inc.			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:  
Alpha XI Delta Building Corporation of Orlando, Florida, Inc. - 118 Lago Vista Blvd , Casselberry, FL 32707

Secured Party Name and Address:  
WELLS FARGO BANK, N.A. - P.O.BOX 2705 , WINSTON-SALEM, NC 27101-2705

<p>15. This FINANCING STATEMENT AMENDMENT:</p> <p><input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing</p> <p>16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):</p>	<p>17. Description of real estate:</p> <p>See Exhibit A and Legal Description for Collateral Description. SEE ORIGINAL UCC EXHIBIT- A</p>
--	---

18. MISCELLANEOUS: 45611952-FL-95 23729 - WELLS FARGO BANK - B WELLS FARGO BANK, N.A. File with: Orange, FL

Document Prepared by and  
After Recording Return to:  
Legal Department  
APT Tampa/Orlando, Inc.  
6900 West Park Drive  
Tampa, Florida 33624

Orange Co FL 2000-030537  
07242000 01:04:14pm  
OR Bk 6050 Pg 61A  
Rec 24.00

**Memorandum of Lease and Option**

Between UNIVERSITY OF CENTRAL FLORIDA, acting on behalf of THE BOARD OF REGENTS, a public corporation of the State of Florida ("Landlord")  
And APT TAMPA/ORLANDO, Inc., a Delaware corporation ("Tenant")

A Lease Agreement ("Lease") by and between UNIVERSITY OF CENTRAL FLORIDA, acting on behalf of THE BOARD OF REGENTS, a public corporation of the State of Florida ("Landlord") and APT TAMPA/ORLANDO, Inc., a Delaware corporation ("Tenant") was made regarding the following property:

See Attached Exhibit A and Exhibit B incorporated herein for all purposes.

The leased premises, together with all necessary space and easements for access and utilities are depicted on the attached Exhibit B.

The Lease is for a term of (5) years and will commence on the date as set forth in the Lease (the "Commencement Date") and shall terminate at 11:59 PM on the fifth (5<sup>th</sup>) anniversary of the Commencement Date. Tenant shall have the right to extend this Lease for one (1) additional 5-year term.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum on the 12<sup>th</sup> day of June, 2000 (effective as of the date of the last party to sign).

LANDLORD: University of Central Florida  
acting on behalf of THE BOARD OF REGENTS,  
a public corporation of the State of Florida

WITNESSES:

By: [Signature]  
Printed Name: W. G. Winstead  
Its: Director of Purchasing  
Date: 5/16/00

[Signature]  
Print Name: William Long  
[Signature]  
Print Name: Donna Davis

TENANT: APT Tampa/Orlando, Inc.,  
A Delaware corporation

WITNESSES:

By: [Signature]  
Printed Name: Bryan D Fleming  
Its: Dir. Engineering & Operations  
Date: 6/13/00

[Signature]  
Print Name: J. D. [Signature]  
[Signature]  
Print Name: NATHAN W. [Signature]

APPROVED AS TO FORM, BUT LEGALITY  
SUBJECT TO EXECUTION BY ALL PARTIES

General Counsel's Office  
University of Central Florida  
[Signature] Date 5/9/00





UNIVERSITY OF CENTRAL FLORIDA, acting for and on behalf of THE BOARD OF REGENTS, a public corporation of the State of Florida

STATE OF Florida )  
 ) ss.  
COUNTY OF Orange )

This instrument was acknowledged before me 15<sup>th</sup> May by W. C. Winstead  
(title) Director of the Purchasing (name of entity). He/she is TCF (type of  
entity), on behalf of said Board (name of entity). He/she is personally known to me or has  
produced Board (type of identification) as identification.

Dated: 5/15/00



Notary Public  
Print Name Donna Davis  
My commission expires May 7, 2004



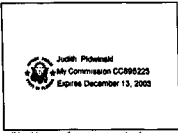
Donna C. Davis  
MY COMMISSION # CC09744 EXPIRES  
May 7, 2004  
BONDED THROUGH FARMERS INSURANCE CO.

APT TAMPA/ORLANDO, INC., a Delaware Corporation

STATE OF Florida )  
 ) ss.  
COUNTY OF Hillsborough )

I certify that I know or have satisfactory evidence that W. C. Winstead is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Director of APT Tampa/Orlando, Inc., a Delaware corporation, as Agent for said corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. He/she is personally known to me or has produced Board (type of identification) as identification.

Dated: 5/13/00



Notary Public  
Print Name Judith P. Pridemore  
My commission expires 12/13/2003



Judith Pridemore  
My Commission CC095225  
Expires December 13, 2003

(Use this space for notary stamp/seal)

EXHIBIT "A"  
Description of Owner's Property  
Site: E439A

The West 1/4 of Section 2, Township 22 South, Range 31 East, subject to right of way for road over the North 40 feet thereof; The East 1/4, and that part of the East 1/4 of the West 1/4 of Section 3, Township 22 South, Range 31 East, lying East of Alafaya Trail, subject to right of way for road over the North 40 feet thereof; The Northeast 1/4, and that part of the Northwest 1/4 lying East of Alafaya Trail, and that part of the Northwest 1/4 of the Southwest 1/4, less the South 60 feet, lying East of Alafaya Trail, of Section 10, Township 22 South, Range 31 East; The Northwest 1/4 of Section 11, Township 22 South, Range 31 East in the County of Orange, State of Florida.

EXHIBIT "B"

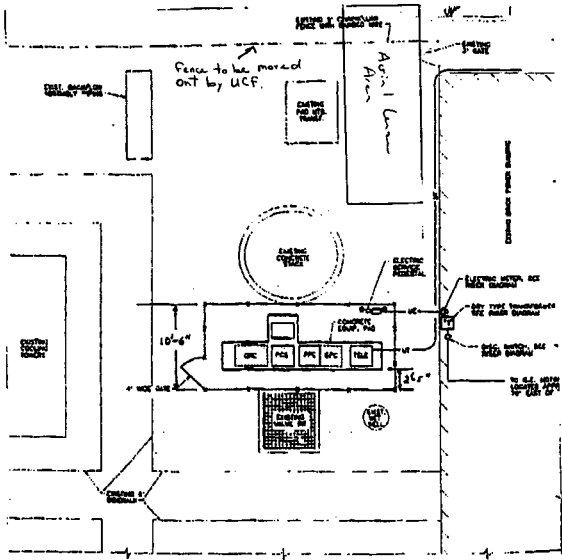
Description of Owner's Property Leased to APT Tampa/Orlando, Inc.

Site: E439A

(to be replaced with surveyor/engineering drawings approved by Owner)

SITE ID: 41306-3

OR BK 6050 Pg 621  
Orange Co FL 2000-0303357



UTILITY PLAN ②  
SCALE: 1/4" = 1'-0"

EXHIBIT "B" (Continued)

Description of Owner's Property Leased to APT Tampa/Orlando, Inc.

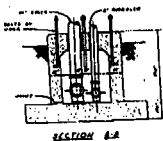
Site: E439A

(to be replaced with surveyor/engineering drawings approved by Owner)

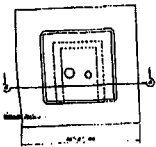
DR BK 6050 Pg 622  
Orange Co FL 2000-0305557

Recorded - Martha O. Haynie

APT to replace Catwalk  
and hang antennas on new Catw



SECTION A-B



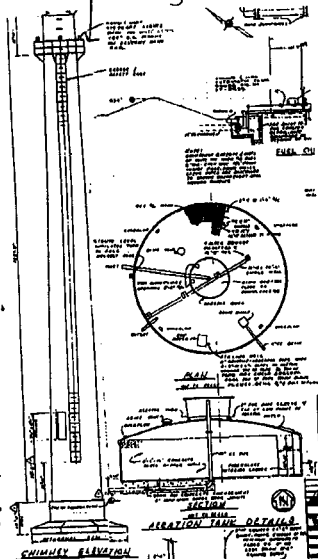
PLAN

CENTER PIPE DETAILS

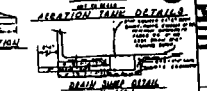
NOT TO SCALE

GENERAL NOTES

1. ALL ELEVATIONS SHALL BE MEASURED TO THE TOP OF THE CHIMNEY.
2. CONCRETE SHALL BE CURABLE BY REINFORCED CONCRETE.
3. REINFORCEMENT SHALL BE AS SHOWN ON DRAWING UNLESS OTHERWISE NOTED.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES.
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES.
7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES.
8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES.



CHIMNEY ELEVATION



AERATION TANK DETAILS

RAIN GUTTER DETAIL

BRANCH & BORTH INC. CONSULTING ENGINEERS  
100 N. 10TH AVENUE, SUITE 100, ORLANDO, FL 32801

Prepared by and  
After Recording Return To:  
American Tower Corp.  
9027 Town Center Parkway  
Bradenton, FL 34202  
Attn: ~~Lisa Cribbs~~ C. Dunlap

Site Name UCF Park  
Site I. D. OR27XC017G

**Memorandum of Lease Agreement**

This memorandum evidences that a lease was made and entered into by written Lease Agreement dated 7-26-01, 2001, between University of Central Florida, Acting for and on behalf of The Board of Regents, a public corporation of the State of Florida ("Owner") and SprintCom, Inc., a Kansas corporation ("Tenant").

Such Agreement provides in part that Owner leases to Tenant a certain site ("Leased Property") located at 4000 Central Florida Blvd., City of Orlando, County of Orange, State of Florida, within the Owner's Property which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on August 20, 2001 2001, which term is subject to one (1) additional five (5) year extension period by Tenant and three (3) five (5) year additional extension periods as mutually agreed by the parties.

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

**"OWNER"**

University of Central Florida, Acting for and on behalf of The Board of Regents, a public corporation of the State of Florida

By: Ray Puskas 6/27/01  
Name: ~~W.G. Winstead~~ Ray Puskas  
Title: Director of Purchasing

Witness: John P. Gorce  
Print Name: JOHN P. GORCE

Witness: Dancy Laura Rodriguez  
Print Name: Dancy Laura Rodriguez

Legal Content Approved  
MBL 1/6/27/00

**"Tenant"**

SprintCom, Inc., a Kansas corporation

By: James W. Greene  
Name: James W. Greene  
Title: Director - Site Development

Witness: Pamela J. Glattes  
Print Name: Pamela J. Glattes

Witness: Christy Lively  
Print Name: Christy Lively



**OWNER NOTARY BLOCK:**

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 27 day of June, 2000,  
by W.G. Winstead, as Director of Purchasing for the University of Central Florida, individually,   
Personally known OR      produced identification of the following type:



Carmen L. Brache  
Notary Public - State & County Aforesaid

Print Notary's Name:  
Carmen L. Brache

My commission Expires: 12/14/04

**SPRINTCOM, INC. NOTARY BLOCK:**

STATE OF GEORGIA

COUNTY OF ~~FORSYTH~~ Fulton

The foregoing instrument was acknowledged before me this 6th day of June,  
2001 ~~2000~~, by James W. Greene, as Director - Site Development of SprintCom, Inc., a Kansas  
corporation, who executed the foregoing instrument on behalf of such corporation.



Danielle Etzbach  
Notary Public - State & County Aforesaid

Print Notary's Name:  
Danielle Etzbach

My commission Expires: 7/31/2003

**PARENT TRACT:**

The West 1/2 of Section 2, Township 22 South, Range 31 East, subject to right of way for road over the North 40 feet thereof. The East 1/2 and that part of the East 1/2 of the West 1/2 of Section 3, Township 22 South, Range 31 East, lying East of Alafaya Trail, subject to right of way for road over the North 40 feet thereof. The Northeast 1/4 and that part of the Northwest 1/4 lying East of Alafaya Trail, and that part of the Northwest 1/4 of the Southwest 1/4, less the South 60 feet lying East of Alafaya Trail of Section 10, Township 22 South, Range 31 East, less and except the Plat of CENTRAL FLORIDA RESEARCH PARK, SECTION 1, recorded in Plat Book 12, Page 123. The Northwest 1/4 of Section 11, Township 22 South, Range 31 East, less and except all road right of ways.

**SPRINTCOM, INC. LEASE PARCEL:**

A Parcel of land lying and being situate in a portion of the Southeast 1/4 of Section 3, Township 22 South, Range 31 East, Orange County, Florida; Being more particularly described as follows:

Commence at the Southeast Corner of Section 3, Township 22 South, Range 33 East, Orange County, Florida, run thence along the South line of said Section 3, South 89°09'37" West, a distance of 656.08 feet to a point; thence departing said South line, North 00°50'23" West, a distance of 195.81 feet to a point with coordinates of North 100237.8150 and East 8358.4410, based upon the Coordinate Grid System for the University of Central Florida, (said point also being the Point of Beginning of the herein described SprintCom, Inc. Lease Parcel); thence North 36°33'59" West, a distance of 25.00 feet to a point; thence North 53°26'01" East, a distance of 15.00 feet to a point; thence South 36°33'59" East, a distance of 25.00 feet to a point; thence South 53°26'01" West, a distance of 15.00 feet to a point, said point also being the Point of Beginning of the SprintCom, Inc. Lease Parcel.

Containing 375 square feet more or less.

**A 15' NON-EXCLUSIVE INGRESS-EGRESS EASEMENT:**

A 15' wide easement for the purpose of Ingress-Egress, lying 7.5 feet both sides of the following described centerline:

A Parcel of land lying and being situate in a portion of the Southeast 1/4 of Section 3, Township 22 South, Range 31 East, Orange County, Florida; Being more particularly described as follows:

Commencing at the Southeast Corner of Section 3, Township 22 South, Range 33 East, Orange County, Florida, run thence along the South line of said Section 3, South 89°09'37" West, a distance of 526.41 feet to a point; thence departing said South line, North 00°50'23" West, a distance of 152.08 feet to a point with coordinates of North 100195.9818 and East 8488.2288, based upon the Coordinate Grid System for the University of Central Florida, (said point also being the Point of Beginning of the herein described centerline of the Ingress-Egress Easment); thence North 36°47'46" West, a distance of 81.15 feet to a point, said point also being the Point of Terminus of the above described centerline of the Ingress-Egress Easment. The sidelines of said easement to be prolonged and/or shortened to meet at angle points, boundary lines and right-of-way lines.

**A 5' NON-EXCLUSIVE PEDESTRIAN EASEMENT:**

A 5' wide easement for the purpose of Pedestrians, lying 2.5 feet both sides of the following described centerline:

A Parcel of land lying and being situate in a portion of the Southeast 1/4 of Section 3, Township 22 South, Range 31 East, Orange County, Florida; Being more particularly described as follows:

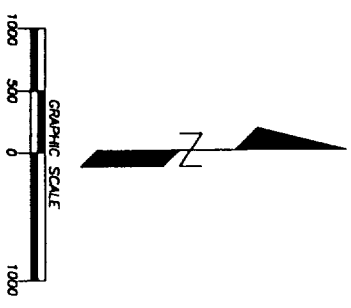
Commencing at the Southeast Corner of Section 3, Township 22 South, Range 33 East, Orange County, Florida, run thence along the South line of said Section 3, South 89°09'37" West, a distance of 526.41 feet to a point; thence departing said South line, North 00°50'23" West, a distance of 152.08 feet to a point; thence North 36°47'46" West, a distance of 81.15 feet to a point with coordinates of North 100260.9654 and East 8439.6216, based upon the Coordinate Grid System for the University of Central Florida, (said point also being the Point of Beginning of the herein described centerline of the Pedestrian Easment); thence continue North 36°47'46" West, a distance of 75.82 feet to a point; thence South 53°35'34" West, a distance of 61.19 feet to a point; thence South 36°33'59" East, a distance of 46.22 feet to a point, said point also being the Point of Terminus of the above described centerline of the Pedestrian Easment. The sidelines of said easement to be prolonged and/or shortened to meet at angle points, boundary lines and right-of-way lines.



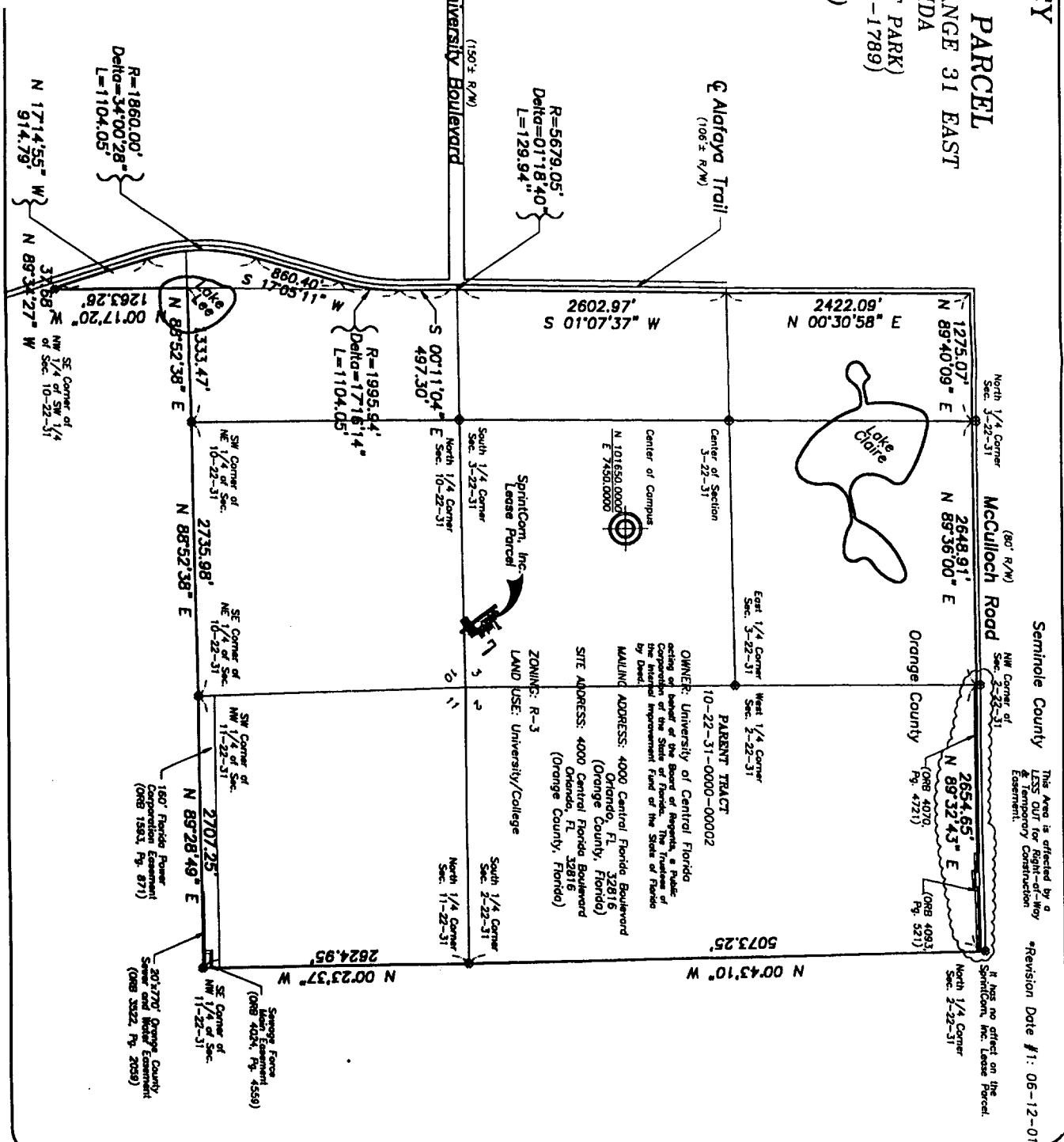
# BOUNDARY SURVEY of SPRINTCOM, INC. LEASE PARCEL

SECTION 3, TOWNSHIP 22 SOUTH, RANGE 31 EAST  
ORANGE COUNTY, FLORIDA  
(Cascade No.: OR27XC017G-UCF PARK)  
(Title Certificate No.: 07-2001-1789)  
(DETAIL OF PARENT TRACT)

There was NO boundary survey performed on the Parent Tract.  
Information shown on this sheet is for abstract purposes ONLY and to only show the SprintCom, Inc. Lease Parcel in relation to the Parent Tract.

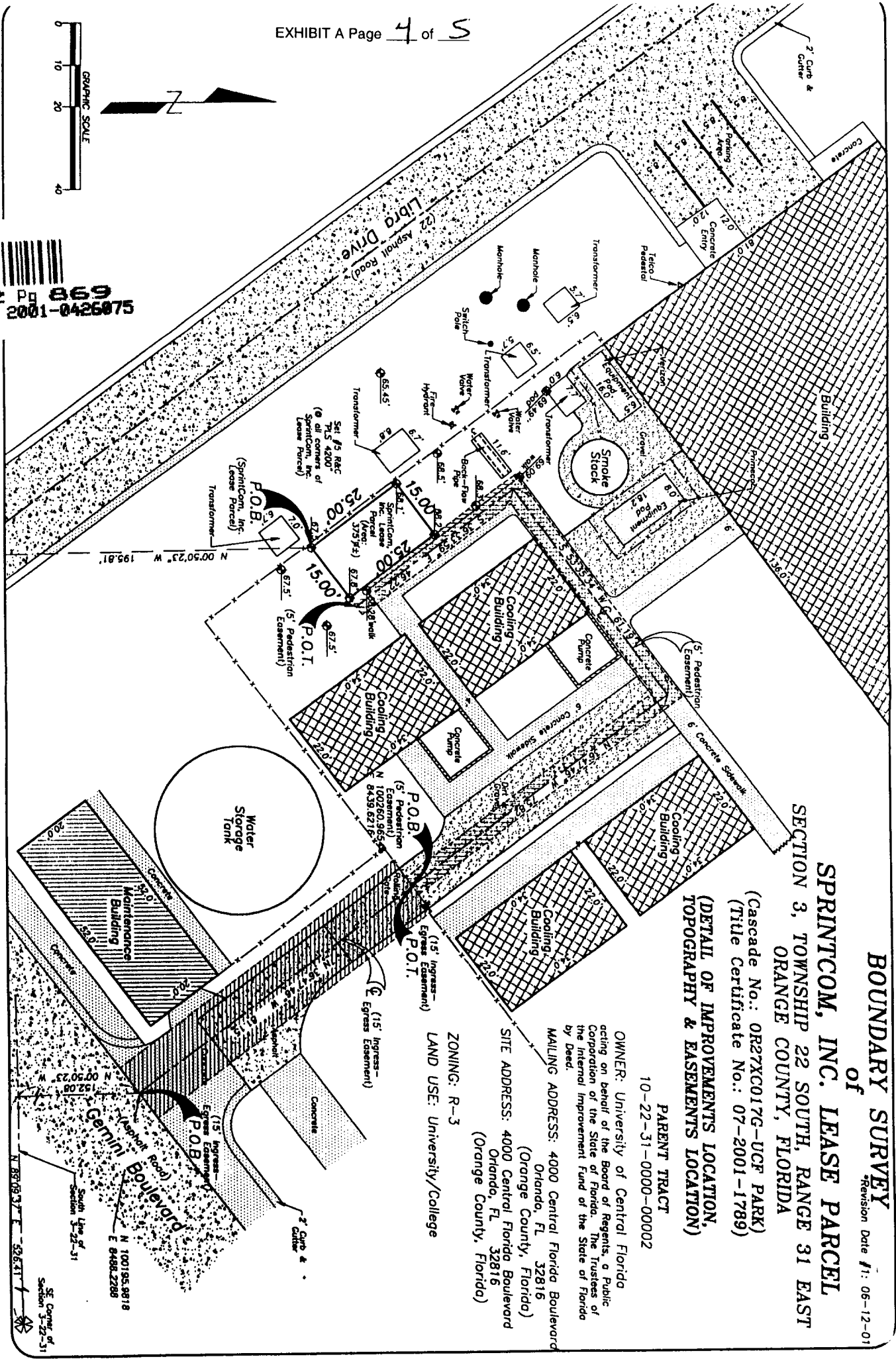
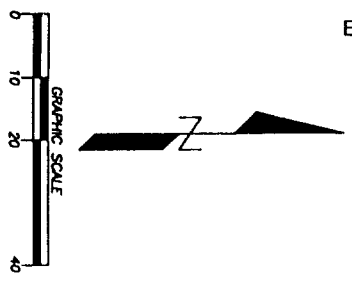


OR Bk 0426075  
Orange Co FL 2001-0426075



Seminole County  
This Area is affected by a LESS OUT for Right-of-Way Easement.  
Revision Date #1: 06-12-01  
SprintCom, Inc. Lease Parcel.  
It has no effect on the

OR Bk 6352 Pg 869  
 Orange Co FL 2001-0426875



**BOUNDARY SURVEY**  
 of  
**SPRINTCOM, INC. LEASE PARCEL**  
 SECTION 3, TOWNSHIP 22 SOUTH, RANGE 31 EAST  
 ORANGE COUNTY, FLORIDA

(Cascade No.: 0R27XC017G-UCF PARK)  
 (Title Certificate No.: 07-2001-1789)

(DETAIL OF IMPROVEMENTS LOCATION,  
 TOPOGRAPHY & EASEMENTS LOCATION)

PARENT TRACT  
 10-22-31-0000-00002

OWNER: University of Central Florida  
 acting on behalf of the Board of Regents, a Public  
 Corporation of the State of Florida. The Trustees of  
 the Internal Improvement Fund of the State of Florida  
 by Deed.

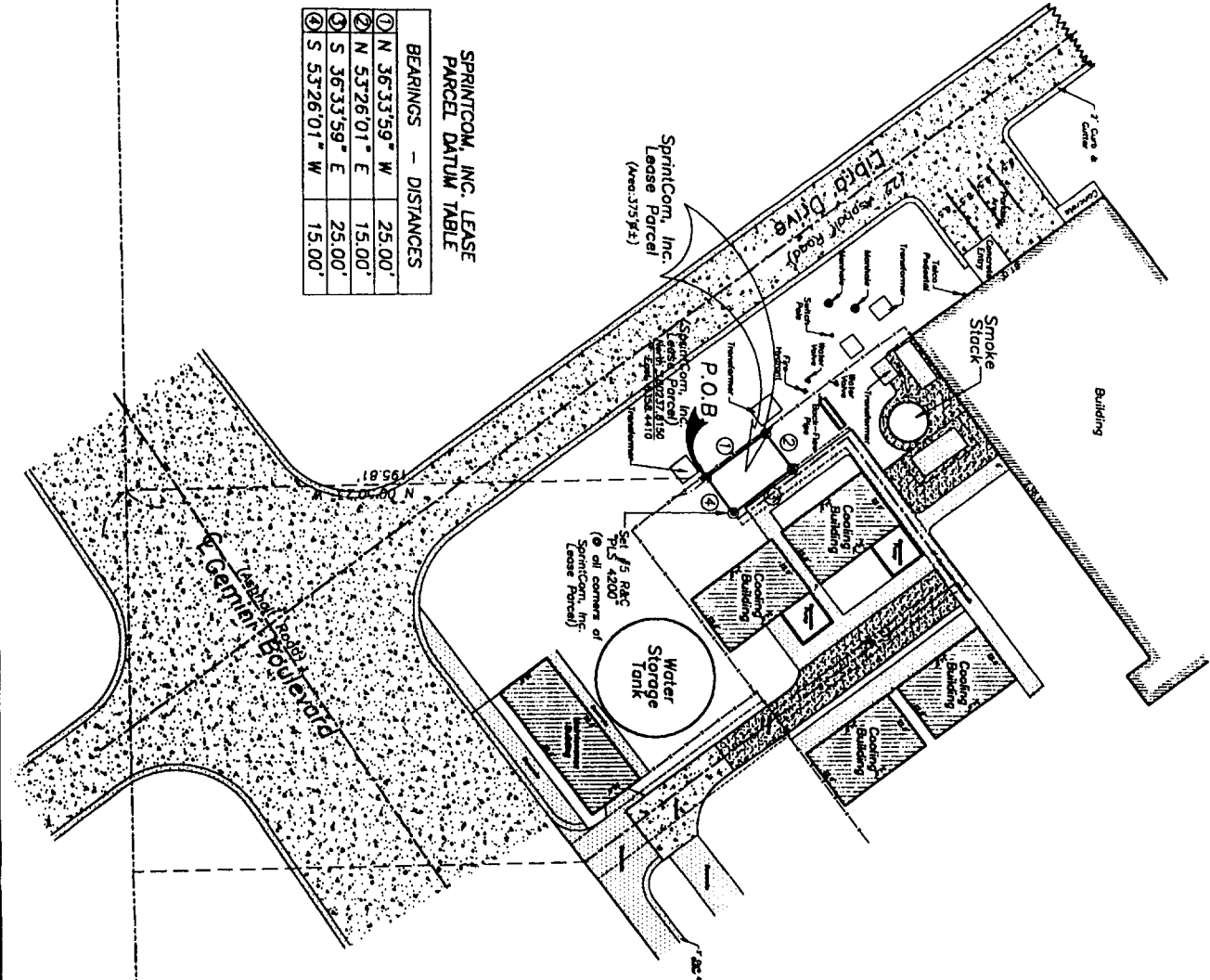
MAILING ADDRESS: 4000 Central Florida Boulevard  
 Orlando, FL 32816  
 (Orange County, Florida)

SITE ADDRESS: 4000 Central Florida Boulevard  
 Orlando, FL 32816  
 (Orange County, Florida)

ZONING: R-3  
 LAND USE: University/College

SE Corner of  
 Section 3-22-31

Revision Date #1: 06-12-01



SPRINTCOM, INC. LEASE  
PARCEL DATUM TABLE

BEARINGS - DISTANCES			
①	N 36°33'59" W	25.00'	
②	N 53°26'01" E	15.00'	
③	S 36°33'59" E	25.00'	
④	S 53°26'01" W	15.00'	

**BOUNDARY SURVEY**  
 of  
**SPRINTCOM, INC. LEASE PARCEL**  
 SECTION 3, TOWNSHIP 22 SOUTH, RANGE 31 EAST  
 ORANGE COUNTY, FLORIDA  
 (Cascade No.: OR27XC017G-UCF PARK)  
 (Title Certificate No.: 07-2001-1789)  
 (DETAIL OF SPRINTCOM, INC.  
 LEASE PARCEL)

PARENT TRACT  
 10-22-31-0000-00002

OWNER: University of Central Florida  
 acting on behalf of the Board of Regents, a Public  
 Corporation of the State of Florida. The Trustees of  
 the Internal Improvement Fund of the State of Florida  
 by Deed.

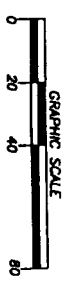
MAILING ADDRESS: 4000 Central Florida Boulevard  
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SITE ADDRESS: 4000 Central Florida Boulevard  
 Orlando, FL 32816  
 (Orange County, Florida)

ZONING: R-3  
 LAND USE: University/College

South Line of  
 Section 3-22-31  
 S 89°09'37" W 656.08'

OR BK 6352 P 870  
 Orange Co FL 2001-0426075  
 Recorded - Martha U. Haynie



SE Corner of  
 Section 3-22-31



OAE1

~~MAR 26 2002~~ GG/HH

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA

EASEMENT

Easement Number 30794

THIS INDENTURE, made and entered into this 3<sup>rd</sup> day of April  
2002, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA, acting pursuant to its authority set forth in Section  
253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and ORANGE  
COUNTY, FLORIDA, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real  
property, which is managed by the FLORIDA BOARD OF REGENTS under Lease Number  
2721; and

WHEREAS, GRANTEE desires an easement across the hereinafter described  
real property for installation and maintenance of a 24-inch water main; and

WHEREAS, the managing agency has agreed to the proposed use of this land  
under this instrument.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and  
agreements hereinafter contained, has granted, and by these presents does  
grant, a non-exclusive easement unto GRANTEE over and across the following  
described real property in Orange County, Florida, to-wit:

(See Exhibit "A" Attached)

subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.
2. TERM: This easement shall terminate and all rights herein granted shall automatically revert to GRANTOR when the easement area ceases to be used for the purposes outlined in this instrument.
3. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to the installation and maintenance of a 24-inch water main upon and across the property described in Exhibit "A" during the term of this easement. This easement shall be non-exclusive. GRANTOR, retains the right to engage in any activities on, over, across or below the easement area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing this easement,

This Instrument Prepared By:  
Sher King, Planner,  
Bureau of Public Land Administration,  
Division of State Lands,  
Department of Environmental Protection

RETURN TO REAL ESTATE  
MANAGEMENT DIVISION

the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A" during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a watercourse, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE'S operations and use of the subject property.

Upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition as existed on the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted hereunder shall cease and terminate.

If the lands described in Exhibit "A" are under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

4. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.



7. **LIABILITY:** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

8. **COMPLIANCE WITH LAWS:** GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. **ARCHAEOLOGICAL AND HISTORIC SITES:** Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

10. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit A or against any interest of GRANTOR therein.

11. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. **SOVEREIGNTY SUBMERGED LANDS:** This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

13. **ENTIRE UNDERSTANDING:** This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

14. **TIME:** Time is expressly declared to be of the essence of this easement.

15. **RIGHT OF AUDIT:** GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement.



This right shall be continuous until this easement expires or is terminated.

This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

16. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the easement area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

17. AUTOMATIC REVERSION: This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys' fees.

18. RECORDING OF EASEMENT: The GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

19. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

20. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.



IN WITNESS WHEREOF, the parties have caused this easement to  
be executed the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA

Judy Woodard  
Witness  
Judy Woodard  
Print/Type Witness Name  
Karen Davis  
Witness  
Florence Davis  
Print/Type Witness Name

By: Gloria C. Nelson (SEAL)  
GLORIA C. NELSON, OPERATIONS  
AND MANAGEMENT CONSULTANT  
MANAGER, BUREAU OF PUBLIC LAND  
ADMINISTRATION, DIVISION OF  
STATE LANDS, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

"GRANTOR"

STATE OF FLORIDA  
COUNTY OF LEON

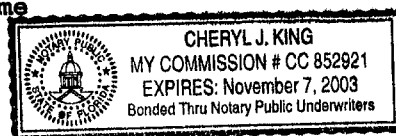
The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of  
April, 2002, by Gloria C. Nelson, Operations and Management  
Consultant Manager, Bureau of Public Land Administration, Division of State  
Lands, Florida Department of Environmental Protection, acting as an agent on  
behalf of the Board of Trustees of the Internal Improvement Trust Fund of the  
State of Florida. She is personally known to me.

Cheryl J. King  
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Approved as to Form and Legality

By: Larry Hain  
DEP Attorney





In Witness Whereof, this Easement is hereby executed in the County of Orange, State of Florida.

(Official Seal)

ORANGE COUNTY, FLORIDA  
By Board of County Commissioners

BY: *Richard T. Crotty*  
Richard T. Crotty, County Chairman

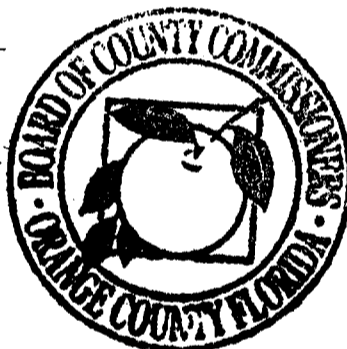
DATE: MAR 26 2002  
"Sublessee"

ATTEST: Martha O. Haynie, County  
Comptroller, Clerk to the Board

BY: *Roslyn M. Stapleton*  
Deputy Clerk

**Roslyn M. Stapleton**

Printed Name



**LEGAL DESCRIPTION:**

A thirty foot wide Utility Easement lying fifteen feet each side of the following described centerline:

Commence at the Southwest corner of the Northwest 1/4 of Section 11, Township 22 South, Range 31 East, Orange County, Florida; thence run N 89° 33' 29" E along the South line of said Northwest 1/4 a distance of 568.43 feet; thence run N 00° 43' 42" W a distance of 22.66 feet for the Point of Beginning, said Point of Beginning also being designated as Reference Point "A"; thence run N 89° 09' 21" E a distance of 199.70 feet; thence run N 89° 59' 57" E a distance of 1191.23 feet to a point on the Northerly projection of a line that is 15.00 feet Easterly of, by perpendicular measure, and parallel with the West line of those lands described as Parcel 4, per Official Records Book 4703, Page 1802, Public Records of Orange County, Florida; thence run S 00° 13' 51" E along said parallel line a distance of 214.81 feet to a point on the South line of those lands described as said Parcel 4 and the Easterly terminus of the herein described centerline; thence returning to the aforesaid Reference Point "A", run N 62° 57' 12" W a distance of 364.89 feet; thence run N 81° 48' 00" W a distance of 162.96 feet to Reference Point "B"; thence run N 04° 23' 49" E a distance of 30.61 feet to the point of termination for the previously described centerline segment as described from said Reference Point "B"; thence returning to said Reference Point "B", run N 81° 48' 00" W a distance of 10.18 feet; thence run S 44° 04' 14" W a distance of 215.05 feet; thence run S 67° 41' 58" W a distance of 77.27 feet; thence run S 89° 03' 32" W a distance of 305.89 feet; thence run N 89° 04' 00" W a distance of 149.80 feet; thence run S 89° 01' 22" W a distance of 1558.71 feet; thence run N 00° 05' 19" E a distance of 416.70 feet; thence run N 00° 01' 59" E a distance of 301.04 feet; thence run N 11° 25' 16" W a distance of 27.67 feet; thence run N 00° 01' 59" E a distance of 578.71 feet; thence run N 53° 24' 34" W a distance of 96.82 feet; thence run N 61° 22' 21" W a distance of 27.59 feet; thence run N 77° 46' 16" W a distance of 105.96 feet; thence run N 70° 09' 10" W a distance of 102.54 feet to the beginning of a non-tangent curve concave Southwesterly and having a radius of 1309.44 feet; thence from a tangent bearing N 69° 55' 12" W run Northwesterly 346.03 feet along the arc of said curve through a central angle of 15° 08' 26" to the end of said curve from which a tangent line bears N85° 03' 38"W; thence run N 89° 56' 44" W a distance of 64.46 feet to the point of curvature of curve concave Northeasterly and having a radius of 399.92 feet; thence run Northwesterly 209.40 feet along the arc of said curve through a central angle of 30° 00' 00" to the end of said curve from which a tangent line bears N 59° 56' 44"W; thence run N 59° 55' 41" W a distance of 186.44 feet; thence run N 82° 43' 46" W a distance of 736.68 feet to a point on the West Right of Way line of Alafaya Trail for the Westerly terminus of the herein described centerline.

**NOTES**

1. Bearings are grid values based on the Florida State Plane Coordinate System, Zone East.
2. The legal description shown hereon was written at the request of the client, and the sketch of description shown hereon represents the boundaries of the lands encompassed by said description.

**THIS IS NOT A SURVEY**

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE SKETCH AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYORS SET FORTH IN CHAPTER 61, G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 47107, FLORIDA STATUTES

April 12, 2001

Date

Wm. Robert Woiers, PLS 4384

NOT VALID WITHOUT EMBOSSED SEAL AND ORIGINAL SIGNATURE

SCALE: NOT APPLICABLE

DRAWING FILE: 1248SKUE

**SKETCH OF DESCRIPTION**

**ORANGE COUNTY, FLORIDA**



**JONES, HOECHST & ASSOCIATES, INC.**  
 Professional Surveyors and Mappers  
 130 South Park Avenue, Suite E  
 Apopka, Florida 32703  
 Tel. (407)884-5512

LB 6542

JOB NUMBER:

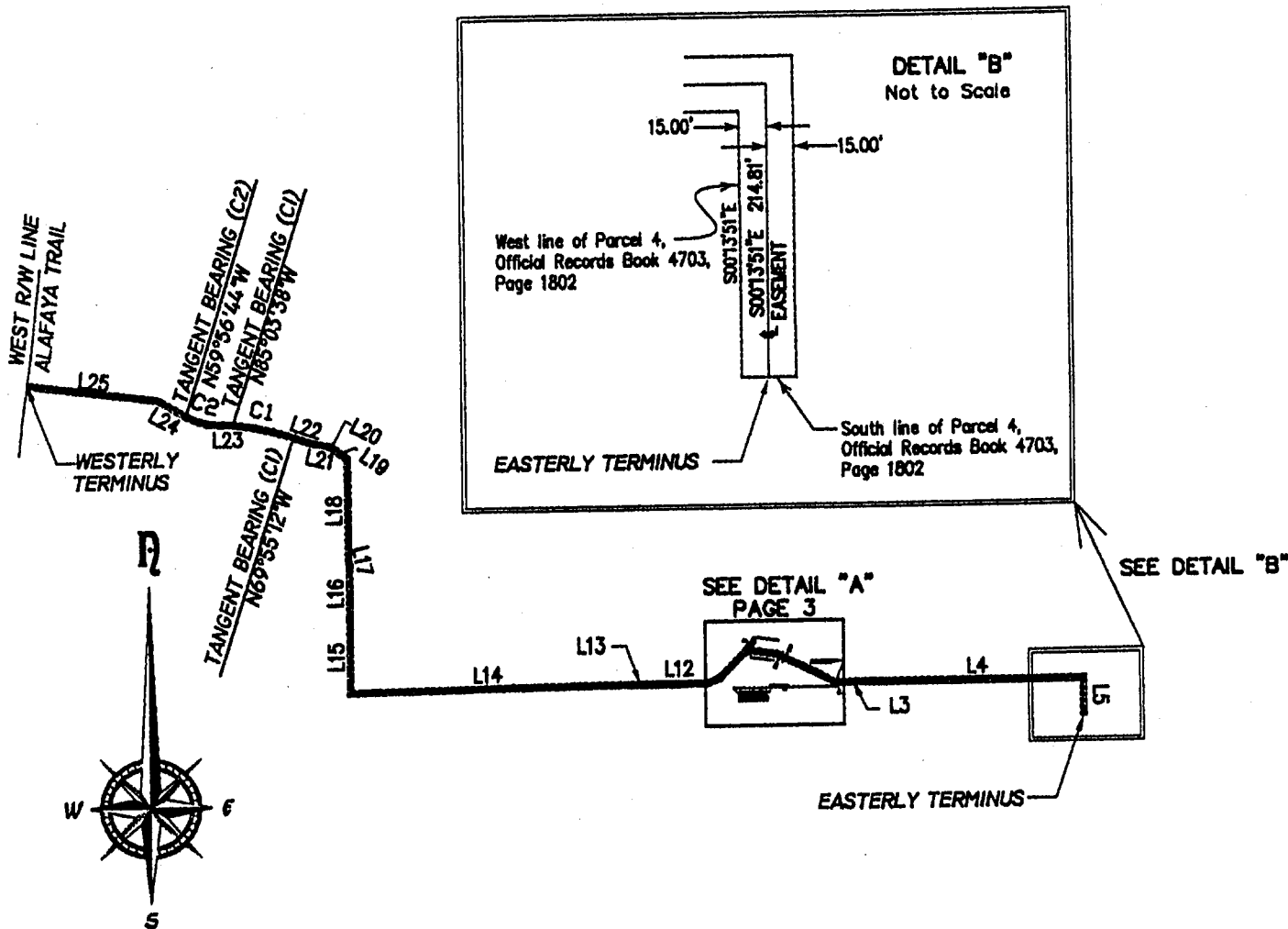
1248

SHEET

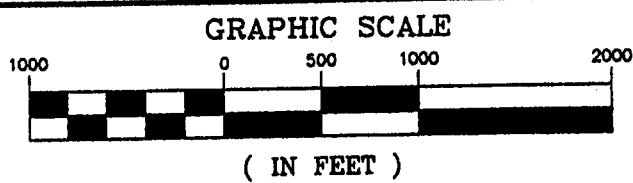
1 OF 4

Exhibit A  
 Page 7 of 10  
 Easement No. 30794





THIS IS NOT A SURVEY



SCALE: 1" = 1000'

DRAWING FILE: 1248SKUE



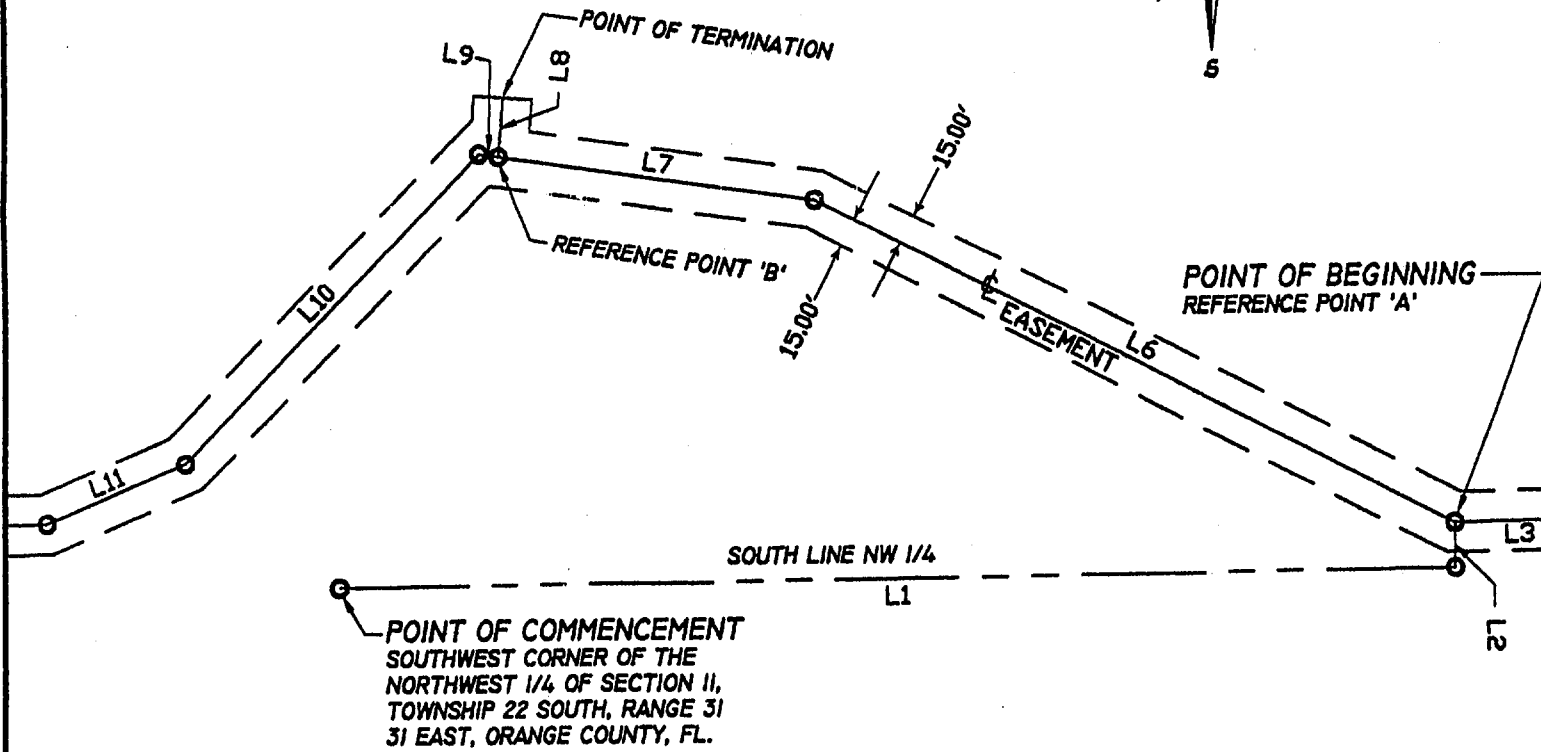
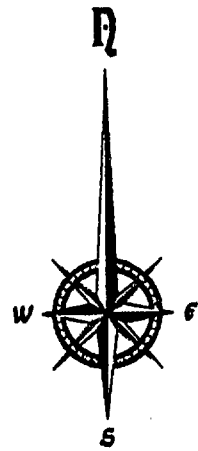
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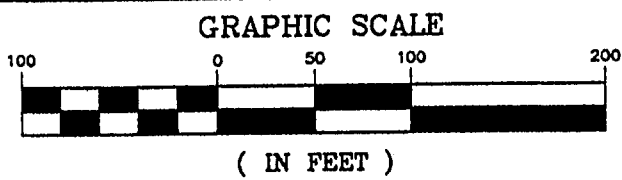
SKETCH OF DESCRIPTION  
ORANGE COUNTY, FLORIDA

JOB NUMBER: 1248

SHEET 2 OF 4



**THIS IS NOT A SURVEY**



**DETAIL "A"**

SCALE: 1" = 100'

DRAWING FILE: 1248SKUE



**JONES, HOECHST & ASSOCIATES, INC.**  
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LB 6542

**SKETCH OF DESCRIPTION**  
**ORANGE COUNTY, FLORIDA**

JOB NUMBER: 1248

SHEET 3 OF 4

Exhibit A  
 Page 9 of 10  
 Easement No. 30794





LINE TABLE		
LINE	LENGTH	BEARING
L1	568.43'	N89°33'29"E
L2	22.66'	N00°43'42"W
L3	199.70'	N89°09'21"E
L4	1191.23'	N89°59'57"E
L5	214.81'	S00°13'51"E
L6	364.89'	N62°57'12"W
L7	162.96'	N81°48'00"W
L8	30.61'	N04°23'49"E
L9	10.18'	N81°48'00"W
L10	215.05'	S44°04'14"W
L11	77.27'	S67°41'58"W
L12	305.89'	S89°03'32"W
L13	149.80'	N89°04'00"W
L14	1558.71'	S89°01'22"W
L15	416.70'	N00°05'19"E
L16	301.04'	N00°01'59"E
L17	27.67'	N11°25'16"W

LINE TABLE		
LINE	LENGTH	BEARING
L18	578.71'	N00°01'59"E
L19	96.82'	N53°24'34"W
L20	27.59'	N61°22'21"W
L21	105.96'	N77°46'16"W
L22	102.54'	N70°09'10"W
L23	64.46'	N89°56'44"W
L24	186.44'	N59°55'41"W
L25	736.68'	N82°43'46"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	346.03'	1309.44'	15°08'26"
C2	209.40'	399.92'	30°00'00"

THIS IS NOT A SURVEY

SCALE: NOT APPLICABLE | DRAWING FILE: 1248



**JONES, HOECHST & ASSOCIATES, INC.**  
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LB 6542

SKETCH OF DESCRIPTION  
 ORANGE COUNTY, FLORIDA

JOB NUMBER: 1248 | SHEET 4 OF 4