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MARTHA O. HAYNIE, COMPTROLLER
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10/06/2006 10:01:43 AM
DEED DOC TAX 210.00
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Prepared by and return to:
Jeffrey Decker, Esq.
BAKER & HOSTETLER LLP
2300 SunTrust Center
200 South Orange Avenue
Post Office Box 112
Orlando, Florida 32802-0112
Telephone: (407) 649-4000
Telecopier: (407) 841-0168

PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT (this "Agreement") is made and entered into as of September 29, 2006 (the "Effective Date"), by and between THE PLAZA LLC, a Florida limited liability company, whose post office address is 205 East Central Boulevard, Suite 600, Orlando, Florida 32801 (together with its successors and assigns, "Grantor") and Thomas A. Vaughan, a married man, whose post office address is 205 East Central Boulevard, Suite 500, Orlando, Florida 32801 ("Grantee").

RECITALS:

WHEREAS, Grantor is the owner of a parking facility in the mixed use condominium project commonly known as "The PremiereTrade Plaza" in Orlando, Florida (the "Project") which is comprised of four condominiums including The Plaza Land Condominium (the "Land Condominium"), The Plaza North Tower Commercial Condominium (the "North Tower Condominium"), and The Plaza South Tower Commercial Condominium (the "South Tower Condominium"); and

WHEREAS, such parking facility is a component of the Land Condominium and is comprised, in part, by the "Parking Unit" (the "Parking Unit") as such term is defined in that certain Declaration of Condominium of The Plaza Land Condominium (as the same may be amended, modified and supplemented from time to time, the "Land Condominium Declaration"), as recorded in Official Records Book 07660, beginning at page 2084 of the public records of Orange County, Florida; and

WHEREAS, in addition to the Land Condominium Declaration, the Parking Unit and the parking spaces therein (the "Parking Spaces"), and use thereof, are subject to (a) the rules, regulations and by-laws of The Plaza Land Condominium Association, Inc. (the "Association"), (ii) the Master Declaration of Covenants, Conditions and Restrictions of The Plaza Project (as the same may be amended, modified, and supplemented from time to time, the "Master Declaration"), as recorded in Official Records Book 07660, beginning at page 1940 of the public records of Orange County, Florida, (iii) such uniform rules and regulations as shall be promulgated from time to time by the Association (the "Association Rules"), and such rules and regulations, as shall be promulgated from time to time by Grantor, relating to the use and enjoyment of the parking spaces (the "Grantor Rules"); and

WHEREAS, Grantee is the owner of commercial office unit 900N, as more particularly described on **Exhibit "A"** attached hereto (collectively, whether one or more, the "Unit") in the North Tower Condominium; and

WHEREAS, interests in certain of the Parking Spaces within the Parking Unit have been offered to owners of condominium units in the Land Condominium, the North Tower Condominium and the South Tower Condominium (each, a "Condominium Owner"), which interests shall consist of easements to be granted to certain Condominium Owners that have elected to purchase them; provided, however, that the Parking Unit and all of the Parking Spaces shall be, subject to the terms of certain parking easements and licenses encumbering the Parking Spaces, available at certain times for use by the general public; and

WHEREAS, Grantee desires to obtain from Grantor and Grantor desires to grant to Grantee an easement to utilize one or more of the Parking Spaces as more particularly described on **Exhibit "B"** attached hereto (the "Assigned Parking Space(s)") subject and pursuant, in all cases, to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, Grantor and Grantee hereby agree as follows:

1. Recitals. The above recitals are true and correct and form an integral part of this Agreement.

2. Grant of Parking Easement; Management of Parking Unit.

(a) Grant of Parking Easement. Grantor hereby grants to Grantee, as an appurtenance to and for the benefit of the Unit, an easement for the purpose of parking motor vehicles (the "Parking Easement") in the Assigned Parking Space(s), and for ingress and egress over the Parking Unit for access to and from the Assigned Parking Space(s) which Parking Easement shall be subject to the terms and conditions of this Agreement, including without limitation, Section 3 below. The Parking Easement shall run with the title to the Unit and, except as permitted by Section 15(b) herein, shall not be assigned, transferred or conveyed separately from the Unit, and shall be binding on and inure to the benefit of Grantee and the Grantee's successor's and assigns in title to the Unit.

(b) Management of Parking Unit. Subject to the provisions of this Agreement including without limitation Section 6 below, Grantor, for itself and its successors and assigns, as owner of the Parking Unit and/or Parking Spaces, agrees to continuously operate and manage, or cause to be operated and managed, the Parking Unit as a public and/or private commercial parking garage facility, to maintain and preserve the Parking Unit, and to uniformly enforce all applicable rules, regulations and standard for the benefit of Grantee and all other lawful users of the Parking Spaces.

3. Limitations on the Use and Occupancy of the Parking Unit and Assigned Parking Space(s).

(a) General Use Limitations. The Parking Spaces shall be used solely for the purpose of parking of permitted motor vehicles and the remainder of the Parking Unit shall be used solely for pedestrian and vehicular access over and through the Parking Unit for ingress to and egress from the Parking Spaces. Only Grantee and Grantee's tenants and their respective

employees, as designated by Grantee from time to time (the "Designated Users"), shall be entitled to use the Assigned Parking Space(s) during the Easement Hours, as defined below. Prior to commencing use of an Assigned Parking Space, Grantee shall cause each of Grantee's Designated Users to execute and return to Grantor a "Parking Use and Acknowledgement" form in Grantor's then standard form.

(b) Use Limitations During Easement Hours. Grantee and Grantee's Designated Users who hold Access Devices (as hereinafter defined) and who have been assigned an Assigned Parking Space shall have the exclusive right to use the Assigned Parking Space(s) during the weekday (Monday through Friday, excluding holidays) hours of 6:00 am through 6:00 pm (the "Easement Hours") for the parking of motor vehicles only. If a vehicle parks in an Assigned Parking Space in violation of the rights granted to Grantee hereunder, neither Grantee nor Grantee's Designated User of such space shall have any right or remedy against Grantor or the violator with respect to such violation other than to notify Grantor or the then manager of the Parking Unit, who, upon receipt of such notice, shall act in a commercially reasonable manner to cause the offending vehicle to be removed from the Assigned Parking Space.

(c) Use Limitations After Easement Hours. During operating hours other than Easement Hours, Designated Users will have access to the Parking Unit for the purpose of parking in unrestricted and unreserved parking spaces on a first come, first serve basis, but will not have an exclusive right to use the Assigned Parking Space(s) or any other Parking Spaces within the Parking Unit.

(d) Condominium Documents and Rules. Grantee and, by their use of the Parking Unit, the other Designated Users, agree to abide by, and comply with, the "Plaza Documents", "Association Rules", and the "Grantor Rules" as more particularly described in Section 10 hereof, to the extent the same apply to the Parking Unit, Parking Spaces and the Assigned Parking Space(s), or the use of the foregoing. Grantor may restrict or prohibit the use of the Parking Spaces or Assigned Parking Space(s) by any specific Designated User who violates any of the Plaza Documents, Association Rules or Grantor Rules. Grantee hereby acknowledges receipt of a copy of the Plaza Documents, Association Rules, and Grantor Rules in effect on the date hereof. Grantee shall not be entitled to prior written notice of, nor shall Grantee have any rights of approval of, or consent to, any Plaza Documents, Association Rules and Grantor Rules that may from time to time be prescribed, adopted or modified by the Association and Grantor, as applicable.

4. Payment for Easement; Pro Rata Share of Operating Costs and other Amounts; Operation and Management.

(a) Parking Easement Payment. Payment by Grantee to Grantor for the Parking Easement shall be made at the closing of the purchase by Grantee of the Unit (the "Parking Easement Payment").

(b) Additional Charges and Assessments. In addition to the Parking Easement Payment, Grantee shall pay to Grantor, as provided herein, "Grantee's Pro Rata Share" (as defined below) of the: (i) Real Estate Taxes (as defined below); (ii) assessments, charges, common expenses, maintenance fees, insurance costs, and other expenses and charges of the Association with respect to the Parking Unit, including, but not limited to, monthly, annual, and special assessments ("Association Charges"); and, (iii) any and all other expenses and charges attributable to the Parking Unit and the operation, maintenance, management thereof (the "Grantor Charges"). The Real Estate Taxes, Association Charges, and Grantor Charges shall

collectively be referred to as the "Taxes, Assessments and Charges"). For purposes hereof, "Real Estate Taxes" shall include, without limitation, all special and extraordinary taxes, excises, assessments or similar charges (to the extent they are not included in Association Charges and excluding any income or franchise tax or substitution thereof) which may be levied, assessed, or imposed upon or against, or in any way related to, the land, buildings, or other improvements comprising the Parking Unit, either by way of substitution or in addition to any existing tax thereon, or otherwise, by any state, local or federal tax authority or other governmental agency acting under any present or future law, ordinance, rule, or regulation, together with all reasonable costs and fees incurred by Grantor in contesting the imposition or amount of any such Real Estate Taxes if such contest is reasonably expected to provide reduced taxes or reduced assessed value. Real Estate Taxes shall be calculated net of all discounts actually taken, late fees, or interest for late payment.

(i) Grantee's Pro Rata Share. As used herein, "Grantee's Pro Rata Share" of the Taxes, Assessments and Charges for the Assigned Parking Space(s) shall be determined pursuant to the following formula: O = [TA x (APS/PS)] / 2

Where:

O = Grantee's Pro Rata Share of the Taxes, Assessments and Charges
TA = the total Taxes, Assessments and Charges attributable to the Parking Unit as a whole
APS = the total number of Grantee's Assigned Parking Space(s)
PS = the total number of Parking Spaces in the Parking Unit

Grantee shall pay Grantee's Pro Rata Share of the Taxes, Assessments and Charges ("Grantee's Allocation") to Grantor within fifteen (15) days after Grantee's receipt of an invoice from Grantor setting forth the total amount of the Taxes, Assessments and Charges, Grantee's Pro Rata Share, and Grantee's Allocation. Grantor's receipt of a notice, invoice or other indicia of the obligation to make a payment of Grantee's Allocation shall be binding and conclusive evidence of Grantee's obligations to pay such amount absent manifest error; provided however the failure of Grantor to deliver such notice, invoice or other indicia of the obligation or Grantor's receipt thereof from any other party, including the Association, shall not relieve Grantee of its obligations hereunder.

(ii) Association Charges. Association Charges include, without limitation, those costs and expenses which are attributable under condominium form of ownership to the owner of the Parking Unit.

(iii) Grantor Charges. Grantor Charges may include, without limitation, the costs and expenses incurred in connection with the following items and activities: repair, maintenance and replacement costs of the roof and other structural portions of the Parking Unit; trash, rubbish, garbage and other refuse removal; the maintenance of lighting fixtures (including the cost of light bulbs and ballasts and maintaining electrical current); repairs, restriping and repaving of any of the parking areas and other vehicle and pedestrian ingress and egress areas; security services; repairs, maintenance and replacment of any equipment or fixtures in the Parking Unit, including gate or other access equipment; commercial general liability insurance (including, without limitation, premiums, fees and other charges paid with respect to any liability, casualty, and extended or "ALL RISK" coverage, claims on account of loss of life, bodily injury

or property damage or loss, flood, common area plate glass, rent loss, boiler insurance, workers' compensation, employer professional liability (EPL) (but excluding Directors and Officers liability or any additional premium assessed by reason of Grantor's past acts of gross negligence, willful misconduct or violation of law), or other insurance coverage maintained by Grantor related in whole, or in part, to the operation of the Parking Unit); Real Estate Taxes; salaries and related costs (including fringe benefits, payroll taxes, and a labor overhead charge of not more than fifteen percent (15%) of on-site personnel and all other personnel employed at or below the level of the engineer or manager of the of the Parking Unit spending time directly associated with the operation, maintenance or management of the Parking Unit; cleaning supplies; property management fees for the Parking Unit (including without limitation, such fees paid to any Grantor or any of its affiliates); depreciation of the machinery and equipment used in connection with maintenance or repair of the Common Areas; painting and repainting of the Common Areas; the installation of cost-saving utility devices made to the Common Areas, but only to the extent of the cost-saving obtained therefrom; and all costs relating to improvement, additions or alterations to the Common Areas which are required to be made as a result of the enactment or promulgation of any governmental law or regulation after the date of the execution of this Agreement.

(c) Late Charge; Default Interest; Other Remedies. In the event Grantee fails to pay to Grantor any amounts payable by Grantee when due, as provided in this Agreement, Grantee shall pay to Grantor, in addition to the sum due from Grantee, a late charge in an amount equal to the greater of $500 or five percent (5%) of the unpaid amount ("Late Charge"). Additionally, Grantee shall pay to Grantor interest at the highest rate of interest permitted by applicable Florida law on any payment not made within ten (10) days after the date such payment is due. Interest shall accrue and be payable from the date such payment was due until the date such payment is made. Notwithstanding the payment of any Late Charge or interest, Grantee shall be in default of this Agreement whereupon Grantor shall be entitled to such other rights and remedies as are available to Grantor pursuant to this Agreement. This provision shall be in addition to all other rights and remedies available to Grantor hereunder or at law or in equity and shall not be construed as liquidated damages or limiting Grantor's remedies in any manner.

(d) Initial Assessment. Notwithstanding any provision herein to the contrary, Grantee agrees to pay to Grantor the amount of $500 per Assigned Parking Space as an initial assessment, which amount shall be applied against amounts hereafter due from Grantee under this Agreement. From and after such time as the entire initial assessment has been applied to the payment of amounts due from Grantee under this Agreement, Grantee shall pay any other amounts due from time to time as provided in this Agreement.

(e) Charges for Rules Violations; Towing. Grantee agrees to reimburse Grantor for any expenses incurred by Grantor as a result of violations by Grantee or any Designated User of the Association Rules or Grantor Rules attributable to Grantee or any Designated User. Grantee shall pay any and all costs for towing or wheel lock placement and removal charges applicable to any vehicle parked in violation of the terms hereof by Grantee or Grantee's Designated Users. Payment of costs shall be made within fifteen (15) days after Grantee's receipt of an invoice from Grantor or Grantor's agent, setting forth the total amount due.

5. Access. Grantor shall, for each Assigned Parking Space, issue Grantee one (1) access card or other mechanical, electronic or other means of accessing the Parking Unit (an "Access Device"). The Access Devices shall permit access to, and egress from, the Parking Unit at all hours without cost, fee or charge. Prior to the use of an Access Device, Grantee shall provide Grantor and the Association with the name of the Designated User to which such Access

Device was provided, the name of the vehicle owner for the vehicle to be parked by such Designated User in the Parking Unit, and the applicable vehicle make and license plate number for such vehicle (the "User and Vehicle Information"). Grantee, within fifteen (15) days of a request by the Association or Grantor, shall provide the Association and Grantor with up-to-date information regarding the User and Vehicle Information applicable to each Access Device. Access Devices are not transferable between Designated Users or other individual users or vehicles, except a Designated User may use the Access Device in any vehicle owned or leased by such Designated User upon written notice to the Association and Grantor, which notice will set forth updated User and Vehicle Information. Notwithstanding the foregoing, Grantee, without fee, cost or charge, may freely designate and substitute Designated Users from time to time upon written notice to the Association and Grantor, which notice will set forth updated User and Vehicle Information. Grantee shall pay to Grantor, at such time that Access Device(s) are issued to Grantee an amount equal to One Hundred Dollars ($100.00) for each Access Device issued. Grantee shall pay Grantor a fee for any lost Access Devices at the then applicable rate being charged by Grantor for replacement Access Devices. Grantor reserves the right to change, upgrade or modify the access technology and equipment for the Parking Unit from time to time. If any such change, upgrade or modification requires a new Access Device or a modification to any existing Access Device, Grantee shall pay Grantor an amount equal to the actual cost of each such new Access Device or the cost of modifying any existing Access Device, as applicable, as a condition to receiving same and to continuing the right to access the Parking Unit and use the Parking Spaces. Grantor shall provide appropriate forms and other management documents for the Designated Users, and decals or other mechanisms to identify approved vehicles for each assigned or reserved Parking Space.

6. No Grantor Liability; Grantee Indemnification.

(a) No Grantor Liability. Grantee, and by their use of the Parking Unit each other Designated User, acknowledges and agrees that its use of the Parking Unit is at its own risk at all times. No bailment is created by this Agreement, the issuance of an Access Device, or the use of the Parking Unit by Grantee or any other Designated User. Notwithstanding any provision of this Agreement to the contrary, neither Grantor nor its owners, members, officers, directors, managers, employees or agents shall be liable to Grantee or any other Designated User for any loss, damage, casualty, or theft of Grantee's or a Designated User's motor vehicle or the motor vehicle's contents, however caused, except if caused by the gross negligence or willful misconduct of Grantor or its officers, directors, managers, employees or agents, and Grantee, for itself, and all of Grantee's Designated Users, hereby expressly assumes all risk and damage to persons and property, either proximate or remote, by reason of the present or future condition of the Parking Unit and agrees that, except if caused by the gross negligence or willful misconduct of Grantor or its officers, directors, managers, employees or agents, Grantor shall have no liability to Grantee or any other of Grantee's Designated Users for the safety or security of those using the Parking Unit.

(b) Grantee Indemnification. Grantee agrees that it shall indemnify and hold harmless Grantor and its owners, members, officers, directors, managers, employees and agents of, from, and against all damages, liabilities, suits, claims and actions of every kind, and all costs and expenses, including attorneys' fees and costs whether suit be brought or not and at all trial and appellate levels and in bankruptcy, whether arising from, or by reason of, or related to any of the following: (i) any breach, violation or nonperformance of any term or condition on the part of Grantee under this Agreement, (ii) use or occupancy of the Parking Unit, the Parking Spaces or Assigned Parking Space(s) by Grantee, (iii) any activity, work or things done, permitted or suffered by Grantee in or upon the Parking Unit, Parking Spaces or Assigned

Parking Space(s), (iv) any breach of any Association Rules or Grantor Rules by Grantee, by or any person or entity whomsoever, including Grantee's Designated Users, acting by, for, at the direction or on behalf of, or with the knowledge or consent of, Grantee; (v) acts or omissions of Grantee, or of any of the other Designated Users occuring with the knowledge or consent of Grantee.

7. Grantee Insurance Requirements. Grantee shall include the Assigned Parking Space(s) in its general liability insurance policy for the Unit (which policy shall have minimum coverage of at least $1,000,000 combined single limit and cover occurrences in the Parking Unit) and name the Grantor as an additional insured as to any claim that may arise pertaining to the Parking Unit, Parking Spaces and Assigned Parking Space(s): Grantee and each other Designated User utilizing the Parking Unit, Parking Spaces and Assigned Parking Space(s) shall have its respective motor vehicles insured as required by applicable Florida law and the law of the state in which such vehicle is registered, if other than Florida.

8. Damage or Destruction. If the Parking Unit or any portion thereof, including, but not limited to, the Assigned Parking Space(s), shall be damaged or destroyed by fire or other casualty, the repair and restoration thereof shall be conducted pursuant to the terms and conditions of the Master Declaration and the Land Condominium Declaration. Grantee acknowledges and agrees that Grantor shall not be the party responsible for any such repair and restoration and that Grantor shall not be liable to Grantee or any other Designated User for any inconvenience, loss, or damage suffered or incurred by such party by reason of any such damage or destruction or the repair and restoration of the Parking Unit or any portion thereof by reason of such damage or destruction. Notwithstanding anything in this Agreement to the contrary, if any portion of the Parking Unit (including any fixtures, equipment and personal property therein), Parking Spaces or any Assigned Parking Space is damaged or destroyed due to any act or omission of Grantee or any of Grantee's Designated User, Grantee shall be solely responsible for all costs and expenses of restoration, repair and replacement of any damaged or destroyed property, and shall pay such costs and expenses upon demand.

9. Condemnation.

(a) Notice. If either Grantor or Grantee learns that the Parking Unit has been or is proposed to be subjected to a Taking (as hereinafter defined), such party shall immediately notify the other party in writing of such Taking. A "Taking" means the taking of the Parking Unit or any portion thereof as a result of the exercise of the power of eminent domain or condemnation for public or quasi-public use or the sale or conveyance of the Parking Unit under the threat of condemnation.

(b) Reconstruction and Repair. If the Parking Unit or any portion thereof, including, but not limited to, the Assigned Parking Space(s), shall be the subject of a Taking, the repair and restoration thereof shall be conducted pursuant to the terms and conditions of the Master Declaration and the Land Condominium Declaration. Grantee acknowledges and agrees that Grantor shall not be the party responsible for any such repair and restoration and that Grantor shall not be liable to Grantee or and Designated User for any inconvenience, loss, or damage suffered or incurred by such party by reason of any such Taking, or the repair and restoration of the Parking Unit or any portion thereof by reason of such Taking.

(c) Awards. If any Taking occurs, Grantor shall be entitled to receive all right, title and interest in the total award, compensation, damages or consideration paid or payable as a result of or in connection with any Taking of the Parking Unit or any portion thereof, including

the Assigned Parking Space(s), and Grantee waives any right to any such award, compensation, damages or consideration based on a Taking of the Parking Unit or any portion thereof.

10. Subordination and Assumption of Obligations.

(a) Plaza Documents; Association Rules; Grantor Rules. This Agreement is, and shall be at all times, subject and subordinate to the Master Declaration and the Land Condominium Declaration and any and all exhibits attached thereto and/or documents referenced therein (collectively, the "Plaza Documents"), the terms, conditions, rules and regulations as may be adopted from time to time (the "Association Rules") by The Land Association, and any and all rules and regulations for the use of the Parking Unit, Parking Spaces and Assigned Parking Space(s) as may from time to time be prescribed by Grantor (the "Grantor Rules"). All of the Plaza Documents, Association Rules, and Grantor Rules, as the same may be amended from time to time, are hereby incorporated into this Agreement by reference and shall apply as though set forth in this Agreement.

(b) Mortgage. This Agreement is, and shall be at all times, subject and subordinate to all mortgages and other documents of record made by Grantor which apply to the Parking Unit or any portion thereof (each, a "Grantor Mortgage"), and to any renewals, modifications, extensions, replacements, and substitutions of any of the foregoing, now or hereafter affecting the Parking Unit, the Parking Spaces or the use thereof. In confirmation of any such subordination, Grantee shall from time to time execute promptly any certificate that Grantor may request. Furthermore, Grantor may assign the payments to be made hereunder and its interest in this Agreement to the holder of any Grantor Mortgage. In such event, Grantee shall give the holder of such Grantor Mortgage a copy of any default notice delivered to Grantor, and, if such default is one that Grantor has the right to cure under this Agreement, and such default is susceptible to cure by such holder, Grantee shall give such holder thirty (30) days to cure such default, commencing on the last day on which Grantor could cure such default (or on the date such notice is deemed given if Grantor is not entitled to a cure period), and such holder may, at its option, cure such default within such thirty (30) day period. Grantee shall not and is prohibited from encumbering, or in any way allowing, any mortgage, lien or security interest to attach to the Parking Unit, the Parking Spaces or the Assigned Parking Space(s), except solely under and in connection with a mortgage or similar bona fide lien and all related documents ("Grantee's Mortgage") which encumber one or more condominium units owned by Grantee as a Condominium Owner. Grantee's Mortgage is, and shall be at all times subject and subordinate to, this Agreement.

(c) SNDA Agreement. Grantor or Grantor's lender, if any, may, from time to time, request and use commercially reasonable efforts, without being required to incur any additional out-of-pocket expenses, and shall obtain, within ten (10) days of such request, an agreement from the Grantee of subordination, estoppel non-disturbance and attornment in a standard form (an "SNDA Agreement"). The SNDA Agreement shall provide in substance that: (i) this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, as modified, and stating the date and nature of each modification); (ii) that no default exists that has not been cured, except as to defaults stated in such certificate; (iii) that Grantee has no existing defense, offset or counterclaims against its obligations to pay Grantee's Pro Rata Share of the Taxes, Assessments and Charges, to Grantee's performance of other obligations and covenant's under this Agreement, and/or to the enforcement of the Agreement, except as specifically stated in such certificate; and (iv) such other matters as may be reasonably requested by Grantor. So long as there is no default by

Grantee hereunder, Grantee shall not be joined as a party defendant (unless required by applicable law) in any foreclosure action or proceeding which may be instituted by the holder of a Grantor Mortgage on the Parking Unit, and this Agreement shall not be terminated or disturbed by reason of any default under any Grantor Mortgage. Any SNDA Agreement may also provide that Grantee will, at the option of the holder of any Grantor Mortgage either attorn to such holder and perform for its benefit all the terms, covenants and conditions to be performed by Grantee under this Agreement with the same force and effect as if the holder were the Grantor originally named in this Agreement or enter into a new agreement with the holder of any Grantor Mortgage or their respective successors or assigns on the same terms and conditions as contained in this Agreement.

11. Estoppel Certificates. Within ten (10) business days following written request by Grantor, Grantee shall execute, acknowledge and deliver to Grantor a certificate indicating the following: (a) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, as modified, and stating the date and nature of each modification); (b) that no default exists that has not been cured, except as to defaults stated in such certificate; (c) that Grantee has no existing defense or offset to enforcement of the Agreement, except as specifically stated in such certificate; and (c) such other matters as may be reasonably requested by Grantor. Any such certificate may be relied upon by Grantor and by any prospective lender to or purchaser from Grantor.

12. Default.

(a) Event of Default. Any of the following shall constitute an "Event of Default" hereunder:

(i) Grantee fails to pay when due the Taxes, Assessments and Charges or any other amounts payable by Grantee hereunder, and such failure is not cured within five (5) days after notice thereof from Grantor to Grantee;

(ii) Grantee or any Designated User fails to perform or observe any other covenant, term, provision or condition of this Agreement, and such failure is not cured within fifteen (15) days after written notice thereof from Grantor to Grantee;

(iii) Grantee or any Designated User breaches any of the Association Rules or the Grantor Rules and, if susceptible to cure, such breach is not cured within fifteen (15) days after written notice thereof from Grantor to Grantee;

(iv) Grantee or any Designated User fails to perform or observe any covenant, term, provision, or condition of the Plaza Documents, applicable to the Parking Unit or the use of thereof, and such failure is not cured within fifteen (15) days after written notice thereof from Grantor to Grantee;

(v) If any of Grantee's interest under this Agreement or in the Assigned Parking Space(s) is taken upon execution or by other process of law directed against Grantee, or is subject to any attachment by any creditor or claimant against Grantee and such attachment is not discharged or disposed of within sixty (60) days after such levy;

(vi) If any involuntary proceeding under any bankruptcy or insolvency laws or for the dissolution of Grantee is instituted against Grantee, or a proceeding is involuntarily instituted against Grantee to have a receiver or trustee appointed for any of Grantee's property,

and such involuntary proceedings are not dismissed or such receiver or trusteeship is not vacated within sixty (60) days after such institution or appointment, or if Grantee initiates or acquiesces to any such proceeding; and

(vii) If Grantee assigns or attempts to assign this Agreement or the Parking Easement, or any portion thereof or rights therein, other than as expressly permitted by this Agreement.

(b) Remedies Upon Default. Upon the occurrence of any Event of Default, Grantor shall have the right, at its option and election, at any time, to: (i) terminate this Agreement and the Parking Easement either in whole or as to such Assigned Parking Space(s) as determined by Grantor (resulting in a reduction of the number of Assigned Parking Space(s) to which this Agreement and the Parking Easement shall apply); (ii) prohibit Grantee and/or any Designated User from access to the Parking Unit and/or Assigned Parking Space(s); (iii) terminate the rights of any Designated User to use the Parking Unit, Parking Spaces or Assigned Parking Space(s), provided however, that any such remedy arising from the fault, action or wrongful failure to act or follow applicable rules and regulations relating solely to one or more Designated Users not permitted or acquiesced in by Grantee or any of Grantee's executive officers shall be limited to the subject Designated User; (iv) impose a lien upon the Unit with the same right and priority as the Unit's governing condominium association; or (v) exercise any and all other remedies and collect any damages available to Grantor at law or in equity. All remedies are cumulative and no remedy shall be exclusive of any other remedy or exhausted by any exercise thereof. In the event that Grantor elects to take an action under subsection (i) above, Grantor shall be entitled to record in the public records of Orange County, Florida, a termination of this Agreement and the Parking Easement either in whole or in part, and Grantee hereby grants to Grantor an irrevocable power of attorney coupled with an interest to execute and record any such termination on Grantee's behalf as to such Assigned Parking Spaces(s) as determined by Grantor (resulting in a reduction of the number of Assigned Parking Space(s) to which this Agreement and the Parking Easement shall apply). In no event shall Grantee be entitled to a full or partial repayment of any amounts paid by Grantee to Grantor or otherwise whether under this Agreement, the Plaza Documents or otherwise in the event of any termination of this Agreement, the Parking Easement or any rights of Grantee hereunder or thereunder, in whole or in part, under this Section 12 or otherwise.

13. Real Estate Brokers. Grantor and Grantee hereby acknowledge, represent and warrant to each other that no broker or finder has been employed by either Grantor or Grantee in connection with the transaction contemplated in this Agreement other than Tom Cook, Inc., d/b/a Tom Cook Commercial ("Listing Broker"), and no commissions are payable by Grantor or Grantee to any broker or finder in connection with this Agreement or the transaction contemplated herein other than to Listing Broker. Grantor shall pay a real estate commission to Listing Broker pursuant to a separate commission agreement. Except as may otherwise be provided, the Listing Broker has represented the Grantor is this transaction. Except as set forth in this Section, Grantee and Grantor represent and warrant that to the other that such party has not dealt, with another broker, agent, or finder in connection with this transaction and Grantor and Grantee covenant and agree, each to the other, to indemnify and hold harmless each other from any and all losses, damages, costs and expenses including attorneys' fees and court costs, whether suit be brought or not and at all trial and appellate levels and in bankruptcy, that may be incurred or suffered as a result of any claim for any fee, commission or similar compensation with respect to this transaction made by any person or entity and arising through the actions of the indemnifying party, whether or not such claim for any fee, commission or

similar compensation with respect to this transaction made by any person or entity is meritorious.

14. Notices. All notices permitted, required or contemplated by this Agreement shall be in writing and delivered as set forth in this Section. Any party may change its address for notices required or contemplated by this Agreement by notifying the other party of such change by the manner required for notices as set forth in this Section. A notice shall be deemed to be delivered upon the delivery (or refusal to accept delivery) by messenger, or one (1) business day after deposit of the notice with an overnight express delivery service, or three (3) business days after deposit of the notice in the United States registered or certified mail, postage prepaid, return receipt requested, or one (1) business day after delivery of the notice by facsimile transmission as evidenced by an electronically confirmed transmission report (and followed up with a notice delivered by other means set forth herein), addressed as follows:

If to Grantor:	The Plaza LLC 205 East Central Boulevard, Suite 600 Orlando, Florida 32801 Attention: Manager Facsimile: (407) 540-9921
with a copy to:	Baker & Hostetler LLP 200 South Orange Avenue, Suite 2300 Orlando, Florida 32801 Attention: Jeffrey Decker, Esquire Facsimile: (407) 841-0168
If to Grantee:	Thomas A. Vaughan 205 East Central Boulevard Suite 500 Orlando, Florida 32801
with a copy to:	Fisher, Rushmer, Werrenrath, Dickson, Talley & Dunlap, P.A. 20 North Orange Avenue, Suite 1500 Orlando, Florida 32802 Attn: Russell K. Dickson, Jr. Facsimile: (407) 843-8801

15. Binding Effect; Assignment.

(a) Binding Effect. This Agreement is binding on the parties and their heirs, legal representatives, successors and permitted assigns.

(b) Assignment of Parking Easement and Agreement.

(i) General Terms for Transfers. Neither the individual Assigned Parking Spaces, the Parking Easement, nor any other rights under this Agreement ("Grantee's Parking Rights") shall be assigned, leased, conveyed or transferred, in whole or in part (a "Transfer"), except as provided in this Section 15(b). For purposes of this Section 15(b) "Transfer" shall not include the conveyance of all of Grantee's Parking Rights to a party who is, simultaneous with such conveyance, acquiring Grantee's fee simple title to the Unit. Unless otherwise expressly

authorized below, any permitted Transfer of Grantee's Parking Rights must be: (a) to Grantor or a Condominium Owner, (b) pursuant to a written agreement, in form and substance reasonably acceptable to Grantor, which form shall include an acceptance and assumption by the recipient of the Transfer of all of Grantee's rights, obligations and liabilities hereunder with respect to that portion or all of Grantee's Parking Rights, and (c) accompanied by the payment to Grantor, on the date of the Transfer, a Transfer Fee in the amount of $100. As a condition precedent to any such Transfer, Grantee shall have complied with the following right of first refusal. Any Transfer made in violation of this Agreement shall be null and void.

(ii) Grantor's Right(s) of First Refusal. Grantee shall not, directly or indirectly, Transfer any portion or all of Grantee's Parking Rights, unless Grantee shall first have made the offer to sell, hereinafter described, to Grantor and such offer shall not have been accepted. Upon the receipt by Grantee of a bona fide offer (which offer to be bona fide must be in writing and signed by the prospective transferee) to acquire or purchase a portion or all of Grantee's Parking Rights and this Agreement (the "Offer"), Grantee, if it desires to accept the Offer, shall first give written notice to Grantor, which written notice shall contain a copy of the Offer and a statement by Grantee that it intends to accept the Offer. Within thirty (30) days after the giving of said notice, Grantor shall have the right to purchase the portion or all of Grantee's Parking Rights subject to the Offer and may so exercise said right by the giving of written notice within said thirty (30) day period to Grantee. If Grantor does so exercise said right, it shall purchase and Grantee shall sell the portion or all of Grantee's Parking Rights subject to the Offer on the same terms and conditions set forth in the Offer. In the event Grantor (a) fails to elect to timely exercise Grantor's purchase rights hereunder or (b) affirmatively rejects such right, Grantee may proceed to sell the portion or all of Grantee's Parking Rights subject to the Offer in accordance with the terms of the Offer, provided however, the portion or all of Grantee's Parking Rights so transferred shall continue to be bound by the terms of this Agreement and the prospective purchaser or transferee, by acceptance thereof, agrees in writing to be so bound. In the event Grantee intends to sell all or a portion of Grantee's Parking Rights on terms different from those set forth in the Offer or the purchaser is to be other than as designated in the Offer, the same shall constitute a new Offer requiring the giving of notice as set forth herein.

(iii) Assignment of Parking Spaces. If, pursuant to one or more Offers described in subsection (ii) above, Grantee's Parking Rights to specifically identified Assigned Parking Spaces (the "Severed Parking Spaces") are Transferred to Grantor or a Condominium Owner, then Grantee's future rights duties and obligations under this Agreement as to the Severed Parking Spaces shall be deemed to be terminated and the rights duties and obligations of the transferee of the Severed Parking Spaces shall be deemed to be subject to, and as set forth in, this Agreement. Unless Transferred in accordance with this Section 15(b), or otherwise with Grantor's written consent, any attempted assignment of Grantee's Parking Rights, in whole or in part, shall be null and void.

(iv) Lease or License of Parking Spaces. Grantee may lease or license specifically identified Assigned Parking Spaces from time to time without providing Grantor the right of first refusal set forth in subsection (ii) above provided that the term of such lease or license shall not be for a period greater than twenty four (24) months (but in no event beyond the termination of this Agreement). Regardless of the length of its term, any lease or license must comply with the requirements of subsection (i) above and shall expressly provide that: (a) it is at all times subject to the terms and conditions of this Agreement, (b) Grantee shall remain liable for all obligations and liabilities under this Agreement with respect to such Assigned Parking Spaces, and (c) Grantor shall be entitled to look solely to Grantee for the performance of such obligations and the satisfaction of such liabilities.

16. Severability. If any provision of this Agreement is determined to be invalid and unenforceable under applicable law, the same shall be stricken from this Agreement and shall in no way affect the other provisions of this Agreement. This Agreement will remain in full force and effect and will be construed in all respects as if the invalid or unenforceable provision were omitted.

17. Choice of Law and Forum; Governing Law; Waiver of Jury Trial. The laws of the State of Florida, without regard to its conflicts of laws principles, will exclusively govern the interpretation, application, enforcement, performance of, or any other matter related to, this Agreement. GRANTOR, GRANTEE AND ANY OTHER PARTY CLAIMING RIGHTS OR OBLIGATIONS BY, THROUGH OR UNDER THIS AGREEMENT, EACH WAIVE ANY RIGHT THEY MAY HAVE UNDER ANY APPLICABLE LAW TO A TRIAL BY JURY WITH RESPECT TO ANY SUIT OR LEGAL ACTION WHICH MAY BE COMMENCED BY OR AGAINST THE OTHERS CONCERNING THE INTERPRETATION, CONSTRUCTION, VALIDITY, ENFORCEMENT, OR PERFORMANCE OF, THIS AGREEMENT OR ANY OTHER AGREEMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT. The Circuit and County Courts in and for Orange County, Florida, and the federal court for the Middle District of Florida in Orlando, Florida (the "Courts") will be the exclusive venue for any dispute, proceeding, suit or legal action concerning the interpretation, construction, validity, enforcement, performance of, or related in any way to, this Agreement or any other agreement or instrument executed in connection with this Agreement. In the event any such suit or legal action is commenced by any party, the other parties agree, consent and submit to the personal jurisdiction of the Courts with respect to such suit or legal action. Each party waives any and all rights under applicable law or in equity to object to jurisdiction or venue in any judicial or non-judicial forum other than the Courts.

18. Attorneys' Fees. If on account of any breach or default by any party hereto in its obligations to any other party hereto, it shall become necessary for the non-defaulting party to employ an attorney to enforce or defend any of its rights or remedies hereunder, the defaulting party agrees to pay the non-defaulting party its reasonable attorneys' and reasonable paralegals' fees and costs, whether or not suit is instituted in connection therewith, and at all trial and appellate levels and in bankruptcy, incurred in connection therewith and any proceeding initiated with respect thereto.

19. Miscellaneous.

(a) Counterparts; Additional Documents. This Agreement may be executed in any number of duplicate counterparts, which together shall be and be taken to be an original, and all collectively, one instrument. Facsimile copies of this Agreement and any signatures thereon shall be considered for all purposes as originals. The Effective Date shall not be affected by whether or when Grantee receives a fully executed copy of this Agreement. Each of Grantor and Grantee will, whenever and as often as it shall be reasonably required to do so by the other, execute, acknowledge and deliver any and all documents so requested or as are necessary in order to carry out the intent and purposes of this Agreement.

(b) Headings; Gender, Waiver. The captions in this Agreement are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision of this Agreement. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders. The term "include" and similar terms (*e.g.*, includes, including, included, comprises, comprising, such as, e.g., and for example), when

used as part of a phrase including one or more specific items, are used by way of example and not of limitation. The waiver by Grantor of any term or condition of this Agreement shall not be deemed as subsequent waiver of the same term or condition nor as a waiver of any other term or condition of this Agreement.

(c) Force Majeure. The performance of any and all obligations of Grantor hereunder shall be subject to Acts of God, war, civil commotion, terrorism, terrorist acts, fire, flood or other casualty, strikes or other extraordinary labor difficulties, shortages of labor or materials or equipment in the ordinary course of trade, government order or regulations or other cause not reasonably within the Grantor's control and not due to the fault or neglect of the Grantor, and any act, failure to act or neglect of the Grantee or the Grantee's servants, agents, employees, licensees or any person claiming by, through or under the Grantee, including, but not limited to, Designated Users, which delays the Grantor in the performance of any act required to be performed by the Grantor under this Agreement (collectively, "Force Majeure").

(d) No Public Rights Created. Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public.

(e) Survival. The provisions of Sections 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19(c) shall survive the expiration or earlier termination of this Agreement.

(f) Entire Agreement; Amendment. This Agreement represents the entire agreement between the parties and supersedes all prior memoranda, correspondence, conversations, negotiations, and contracts related to the topic hereof, between the parties to this Agreement. There are no oral or written understandings, warranties or representations between the parties that are not expressly contained in this Agreement. Except as otherwise provided, this Agreement may only be amended in writing signed by all parties.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

Signed, sealed and delivered
in the presence of:

"Grantor"

The Plaza LLC, a Florida limited liability company

By _____
Cameron Kuhn, Manager

_____
Witness Signature
Print Name: Ashley Conkle

_____
Witness Signature
Print Name: Anne M. Brummett

STATE OF FLORIDA)
)ss.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me on September 29, 2006, by Cameron Kuhn, as the Manager of The Plaza LLC, a Florida limited liability company, on behalf of the company. He is personally known to me ~~or has produced~~ _____ ~~as identification.~~

(NOTARY SEAL)

Notary Signature: _____
Notary Name Printed: _____
NOTARY PUBLIC
Commission No. _____

Notary Public State of Florida
Anne Marie Brummett
My Commission DD510479
Expires 01/25/2010

Signed, sealed and delivered
in the presence of:

"Grantee"

Witness Signature
Print Name: Russell K. Dickson, Jr.

THOMAS A. VAUGHAN

Witness Signature
Print Name: Sandi J. Kraeht

STATE OF FLORIDA)
)ss.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me on September 19, 2006, by Thomas A. Vaughan, personally. He is personally known to me or has produced _____ as identification.

Notary Signature:
Notary Name Printed:
NOTARY PUBLIC

(NOTARY SEAL)

Commission No.

Notary Public State of Florida
Russell K Dickson Jr
My Commission DD460923
Expires 10/23/2009

EXHIBIT "A"
Description of Unit

Condominium Unit 900N, of THE PLAZA NORTH TOWER COMMERCIAL CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 8820 Page 4096, as amended from time to time, of the Public Records of Orange County, Florida.

EXHIBIT "B"

Description of Assigned Parking Space(s)

Parking Space Unit Number 254 and 340, as depicted on Exhibit A of The Plaza Land Condominium, pursuant to the Declaration of Condominium of the Plaza Land Condominium recorded in O.R. Book 7660, Page 2084, Public Records of Orange County, as amended by the First Amendment to Declaration of Condominium of The Plaza Land Condominium recorded in O.R. Book 8820, Page 3797, as further amended by the Second Amendment to Declaration of Condominium of The Plaza Land Condominium recorded in O.R. Book 8820, Page 4067, and all further amendments thereto.