

Prepared by and
Return to:
Seth T. Craine, Esquire
Bricklemeyer Smolker & Bolves, P.A.
500 E. Kennedy Blvd., Suite 200
Tampa, FL 33602

MUTUAL EASEMENT AND USE RESTRICTION AGREEMENT

This Mutual Easement and Use Restriction Agreement ("Agreement") is made effective as of the 25 day of November 2009 (the "Effective Date"), by and between DB CARDINAL MAC LLC, a Delaware limited liability company ("Cardinal") and CAREY FARMS, ~~LTD.~~, a Florida ~~limited~~ partnership ("Carey").

General (OK)

RECITALS

WHEREAS, Cardinal is the owner of certain real property located in Brandon, County of Hillsborough, State of Florida more particularly described on "**Exhibit A**" attached hereto and made a part hereof (the "Cardinal Property");

WHEREAS, Carey is the owner of certain real property located in the City of Brandon, County of Hillsborough, State of Florida, as more particularly described in the survey marked "**Exhibit B**" and attached hereto and made a part hereof by reference (the "Carey Property");

WHEREAS, Carey and Brandon Shopping Center Partners, Ltd., a Florida limited partnership ("Brandon"), are entering into that certain Brandon Shopping Center Easement (as hereinafter defined) pursuant to which Carey is granted an easement for the "Detention Pond Access Road" as described in Exhibit C hereinafter set forth;

WHEREAS, (i) Cardinal wishes to convey to Carey and its assigns a perpetual irrevocable, non-exclusive easement for vehicular and pedestrian ingress, egress and access (but not for parking) upon, across, over and through that portion of the North Access Road (as such term is defined in the Brandon Shopping Center Easement, as hereinafter defined) located within the Cardinal Property as such portion is more particularly described and shown on "**Exhibit C**" attached hereto and made a part hereof (the "Cardinal Easement Property"); (ii) Cardinal and Carey and its assigns wish to establish maintenance obligations regarding the Cardinal Easement Property; (iii) Carey and its assigns wish to grant to Cardinal for the benefit of the Cardinal Property a use restriction on the Carey Property; and (iv) Carey wishes to convey to Cardinal a perpetual, irrevocable non-exclusive easement for vehicular and pedestrian ingress and access (but not for parking) upon, across, over and through the drives located (or to be located) on the Carey Property (the "Carey Easement Property") as depicted in "**Exhibit B**"; and

WHEREAS, Carey, as "Seller", has entered into that certain Purchase And Sale Agreement (the "Purchase and Sale Agreement") with Love Investment Company, a Missouri corporation, as "Purchaser", pursuant to which Carey has agreed to sell the Carey Property to Love Investment Company, and Love Investment Company has assigned its right, title and

interest under the Purchase and Sale Agreement to Brandon Development, LLC, a Missouri limited liability company, and the parties acknowledge and agree that, upon closing of the sale and purchase of the Carey Property, Brandon Development, LLC shall succeed to all of the rights and obligations of Carey under this Agreement.

NOW, THEREFORE, in consideration of the above stated RECITALS which are incorporated into the body of this Agreement as though fully set forth in length herein, and Ten and No/100 Dollars (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easements. Cardinal and Carey hereby grant and convey to each other and their successors and assigns, a mutual, reciprocal, perpetual, non-exclusive and irrevocable easement and right-of-way upon, across, over, and through the Cardinal Easement Property as depicted in "Exhibit C" and the Carey Easement Property located within the Carey Property described in "Exhibit B" (collectively, the "Easement"). The Easement shall be for the purpose of granting to Cardinal and Carey and their successors and assigns, a mutual, reciprocal, permanent, non-exclusive easement for ingress, egress and access of motor vehicles and pedestrians by the parties' employees, representatives, contractors, customers, patrons, licensees and invitees over the Easement onto, to and from the Cardinal Property and the Carey Property. The Easement shall remain open and unobstructed for the purposes described in this Paragraph, except as otherwise provided in this Agreement. Carey has an easement with respect to the Detention Pond Access Pond pursuant to the Brandon Shopping Center Easement referred to above.

At no time shall Cardinal or Carey erect or permit to exist any permanent barrier or other condition in, upon or over the Easement which has the effect of substantial impairment of access, ingress to or egress from either the Cardinal Property or the Carey Property over and across such Easement; provided, however that a temporary barrier erected in connection with construction, maintenance or repair of any improvements within the Easement, or to prevent the Easement from being deemed to be for the benefit of the public, shall not be a violation of this provision, so long as Cardinal and Carey, at all times, have access to Brandon Town Center Drive.

2. Connection Of Road Improvements On Carey Property To Cardinal Improvements On Cardinal Property. Cardinal hereby grants and conveys to Carey, its successors and assigns, and any contractors or subcontractors engaged by or through Carey, a temporary easement ("Temporary Easement") for the purpose of connecting and joining the road and road construction improvements and related items on the Carey Property and the Detention Pond Access Road (as defined in this Agreement and Exhibit C) the roads and improvements and related items on the Cardinal Property (collectively referred to herein as the "Road Improvements Connection"). The rights under the Temporary Easement shall commence on the date of the start of the road construction improvements (and related activities) and expire upon the earlier to occur of: (i) completion of the road construction improvements and related activities, or (ii) thirty (30) days after the date of the actual start of the road construction improvements and related activities within the North Access Road, subject to extension for an additional fifteen (15) days, if requested by Carey, and the consent of Cardinal shall not be unreasonably withheld. Carey agrees to complete construction of the road improvements within the Temporary Easement at its sole cost and expense and Cardinal is not liable for any costs or

expenses related to the construction of the road improvement within the Detention Pond Access Road or the Carey Easement Property. Carey shall construct the aforesaid road improvements in accordance with governmental requirements and with final plans approved by all required governmental authorities for the same. Upon completion of the road construction improvements, Carey shall have a perpetual, irrevocable non-exclusive easement across, over, and through the Cardinal Easement Property for the purposes of the placement and maintenance and repair and replacement of the Road Improvements Connection.

Carey agrees to prevent the imposition of mechanics or other liens on the Cardinal Property with respect to such construction activities and will indemnify, defend, and hold harmless Cardinal and its successors and assigns with respect thereto and Carey agrees to provide written evidence to Cardinal within ten (10) business days of Cardinal's request of a release of record or bond over any such liens as is necessary to allow issuance of a title insurance policy. Carey agrees (i) that construction workers of Carey and its contractors will not be allowed at any time to park, stage construction materials or equipment or related items on the Cardinal Property, (ii) to re-route and repair damage to all lights, irrigation systems, landscaping and parking located on the Cardinal Property affected and/or damaged by the construction Road Improvements Connection and related activities, (iii) that the road construction improvements and related activities within the Temporary Easement will occur before 10:30 a.m. (Florida time) and after operating hours for the business located on the Cardinal Property, and (iv) the parking lot on the Cardinal Property will not be used by Carey and its contractors and construction workers.

3. Relocation of Easement. Carey acknowledges and agrees that subject to all deed restrictions and easements of record and applicable laws, Cardinal has the right at its sole discretion from time to time to relocate the Cardinal Property Easement located within the Cardinal Property ("Easement Relocation"). In the event Cardinal exercises its right to undertake any such Easement Relocation, Cardinal shall give Carey at least ninety (90) days prior notice of the date upon which Cardinal will commence such Easement Relocation. In the event that Cardinal exercises its right of Easement Relocation, as a one time only obligation of Carey, Carey agrees to pay up to five thousand dollars (\$5,000) to defray any fees and costs associated with such Easement Relocation, and Cardinal shall be responsible to pay all amounts in excess of five thousand dollars (\$5,000).

4. Use of Cardinal Easement Property. Carey shall in no event authorize use of the Cardinal Easement Property by Carey for (i) construction vehicles during the construction of any improvements on the Carey Property or at anytime, nor (ii) delivery vehicles, at any time. Use of the Cardinal Easement Property by Carey shall be limited to the employees, representatives, customers, patrons, licensees, invitees and contractors (to the extent such contractors use lightweight/non-construction type vehicles) of Carey. Carey will use its commercially best efforts to enforce the provisions of this Paragraph.

5. Maintenance. Cardinal shall be responsible, to maintain, repair and resurface the Cardinal Easement Property as needed and keep it in good condition. In the event Cardinal, its successors or assigns, shall fail, refuse or for any other reason be unable to maintain and keep in good condition and repair the Cardinal Easement Property, provided that Carey gives twenty (20) business days written notice to Cardinal of its intention to undertake such maintenance and make

a repair to the Cardinal Easement Property and further provided that Cardinal fails to commence or resume such maintenance and repair within ten (10) business days of the date such written notice is received (or Cardinal thereafter fails to diligently continue to perform such maintenance and keep in good condition and repair the Cardinal Easement Property), Carey shall have the right, but not the obligation, to maintain and keep in good repair the Cardinal Easement Property. Within ten (10) business days after written demand therefore, Cardinal shall reimburse Carey for the reasonable out-of-pocket costs and expenses incurred by Carey to maintain and keep the Cardinal Easement Property in good condition and repair, and such amounts shall bear interest from the due date until paid at the lesser of (i) Prime Rate as published in the Wall Street Journal, National Edition, plus four percent (4%) per annum, or (ii) the maximum rate allowed by applicable law. Notwithstanding anything to the contrary contained in this Paragraph, Carey shall have the option to relinquish such maintenance and repair responsibility back to Cardinal upon ten (10) business days written notice to Cardinal. In the event of an emergency, Carey may, upon verbal notice or any reasonable attempt to contact Cardinal or its designated representative, undertake such action as is necessary to maintain and keep in good condition and repair the Cardinal Easement Property. Carey shall provide written notice to Cardinal following the emergency. Any reasonable out-of-pocket costs and expenses incurred by Carey in an emergency situation shall be the responsibility of Cardinal. Notwithstanding anything set out in this Paragraph above, Carey will pay its share of the cost of maintenance of the Cardinal Easement Property to Cardinal as set out in Paragraph 6 below. The maintenance obligations (as outlined in this Paragraph and Paragraph 6 below) of Cardinal and Carey shall become effective upon the completion of the Road Connection Improvements, as outlined in Paragraph 2 above.

6. Allocation of Maintenance Responsibility. Carey shall pay Cardinal the sum of \$500.00 annually, beginning on the first anniversary of the date of recordation of this Agreement and continuing annually thereafter, for reimbursement to Cardinal of Carey's share of costs and expenses relating to repair and maintenance of the Cardinal Easement Property (the "Maintenance Fee"). The Cardinal Easement Property shall be maintained by Cardinal in a safe, clean and good state of repair and condition as more particularly described in Paragraph 5 above. If an annual payment for the maintenance costs is not paid to Cardinal by Carey by the anniversary date, then if such amount is still not paid after twenty (20) days written notice to Carey from Cardinal that such amount is due and owing, then Cardinal can exercise such other rights and remedies available to Cardinal at law or in equity, including placing a lien on the Carey Property in the amount of the Maintenance Fee, and such amounts shall bear interest from the due date until paid at the lesser of (i) Prime Rate as published in the Wall Street Journal, National Edition, plus four percent (4%) per annum, or (ii) the maximum rate allowed by applicable law, together with any collections costs and reasonable attorney's fees incurred by Cardinal in the collection of such monies. In addition, if Cardinal has still not received the annual payment after the twenty (20) day written notice period mentioned above in this Paragraph, Cardinal may send a second written notice to Carey that the payment is due within twenty (20) days from the date of the second written notice. Carey agrees that if it has not paid the annual payment of \$500.00 within this second twenty (20) day notice period, the Maintenance Fee will increase to \$750.00 for that year only.

7. Construction of Detention Pond Access Road. As part of the Road Improvements Connection Carey shall have the right to construct a detention pond access road

(the "Detention Pond Access Road") as more particularly described by metes and bounds description on "**Exhibit C**" and depicted on "**Exhibit C**" as "Detention Pond Access Road" (0.13 acres, more or less) over the detention pond adjacent to the Cardinal Property in order to permit access between the Cardinal Easement Area and the Carey Property as contemplated herein. Carey and its employees, contractors and agents will use utmost caution and care not to disrupt the Cardinal Property and the business thereon. The Detention Pond Access Road will in no way interfere with the layout of the parking spaces, drive area and landscaping as it currently exists on the Cardinal Property beyond the impacts of the proposed design attached as "**Exhibit D**".

8. Exclusive Use. For a period of forty-five (45) years from the Effective Date of this Agreement, Carey, its successors and assigns, shall not allow anyone other than Cardinal to operate on the Carey Property any restaurant or other food service establishment that serves alcoholic beverages and offers a menu primarily featuring the theme of Italian cuisine or Italian-influenced cuisine, including without limitation, pizza (the "Italian Exclusive"). Furthermore, for so long as Chili's Grill & Bar is operational at 1949 West Brandon Boulevard, Brandon, Florida (referred to herein as the "Chili's Property" and more particularly described in Exhibit E, a copy of which is attached hereto and incorporated herein by reference), Carey, its successors and assigns, shall not allow anyone other than Cardinal to operate on the Carey Property any restaurant or other food service establishment that is similar in theme and cuisine to Chili's Grill & Bar restaurant, such as, for example purposes only, Applebee's, Amarillo Grill, B.J.'s Restaurant & Brewery, Bennigan's, Buffalo Café, Buffalo Wild Wings, Cheddar's, Damon's Houlihan's Islands, Logan's Roadhouse, Lone Star Café, Max & Irma's, O'Charley's, Original Roadhouse Grill, Uno's, Red Robin, Roadhouse Grill, Ruby Tuesday's, Texas Roadhouse, T.G.I. Friday's and Tony Roma's (the "Chili's Exclusive"). Subject to the restrictions in the immediately preceding sentences, Carey, its successors and assigns have the right to operate on the Carey Property any other restaurant or food service establishment that serves alcoholic beverages.

For purposes of illustration by way of example, and not by way of limitation, Carey has the right to operate on the Carey Property the following types of restaurants that serve alcoholic beverages which do not violate the Italian Exclusive and Chili's Exclusive: any ethnic or specialty restaurant (other than restaurants having the theme of Italian cuisine or Italian-influenced cuisine, including without limitation, pizza described in the Italian Exclusive) such as Mexican, German, Chinese, Japanese and/or seafood restaurants, steakhouse chop house, chicken barbecue, deli restaurants or any other restaurants with a specialty menu or featured food item menu, including, by way of example and not by limitation, Red Lobster, Outback Steakhouse, Trail Dust Steakhouse, Ryan's Steakhouse, Golden Corral, Sizzler, Cracker Barrel, RA Sushi, PF Changs, Brio, Smokey Bones Café, Cheesecake Factory, Stir Crazy, Benihana, Jerry's Deli, Houston's, J. Alexander's, Rosa Mexicana, Max's Grill, Hooters, Chipotle, Panera Bread, Cosi, Burger King, McDonald's, Subway, Taco Bell, Wendy's, Melting Pot, IHOP or any other restaurant that does not violate the Italian Exclusive or Chili's Exclusive.

The Chili's Exclusive shall lapse and be of no further force and effect upon the permanent cessation of business by Chili's Grill & Bar on the Chili's Property. For purposes hereof, "permanent cessation of business" shall mean the referenced Chili's Grill & Bar has

ceased operations on the Chili's Property for a period in excess of twenty four (24) months (so long as such closure is not associated or in connection with a renovation, remodel or other restoration of the Chili's Grill & Bar building following a casualty or similar event). However, should Carey, its successors and assigns, be permanently estopped by any governmental or judicial authority from performing under these restrictions, then these restrictions shall be modified to such an extent as to take into account the parties' original intent and to permit Carey, its successors and assigns, the ability to enforce the same under applicable law.

The Italian Exclusive shall lapse and be of no further force and effect if any restaurant or other food service establishment that serves alcoholic beverages and offers a menu primarily featuring the theme of Italian cuisine or Italian-influenced cuisine, including without limitation, pizza located on the Cardinal Property (the "Italian Use") shall have experienced a permanent cessation of business operations. For purposes hereof, "permanent cessation of business operations" shall mean the Italian Use conducted on the Cardinal Property has ceased operations for a period in excess of twenty four (24) months (so long as such closure is not associated or in connection with a renovation, remodel or other restoration of the building following a casualty or similar event). However, should Carey, its successors and assigns, be permanently estopped by any governmental or judicial authority from performing under these restrictions, then these restrictions shall be modified to such an extent as to take into account the parties' original intent and to permit Carey, its successors and assigns, the ability to enforce the same under applicable law.

9. Liability and Indemnification.

a) Cardinal shall not be liable to Carey or Carey's employees, agents, patrons invitees, or mortgagees, or any person whomsoever, for any injury to person or damage to property caused by (i) the failure of Carey to perform its obligations under this Agreement and/or (ii) the negligence or misconduct of Carey, its employees or agents, or of any other person (other than Cardinal or Cardinal's employees or agents) entering upon the North Access Road, Easements (including the Temporary Construction Easement) granted herein, under express or implied invitation of Carey or its assigns, and Carey and its assigns agrees to indemnify Cardinal and hold Cardinal and its assigns harmless from any loss, claim, damage, cost or expense (including court costs, expenses and reasonable attorney fees) suffered or incurred by Cardinal and its assigns by reason of any such damage or injury.

b) Carey shall not be liable to Cardinal or Cardinal's employees, agents, patrons, invitees, or mortgagees, or any person whomsoever, for any injury to person or damage to property caused by (i) the failure of Cardinal to perform its obligations under this Agreement and/or (ii) the negligence or misconduct of Cardinal, its employees or agents, or of any other person (other than Carey or Carey's employees or agents) entering upon the North Access Road, Easements (including the Temporary Construction Easement) granted herein, under express or implied invitation of Cardinal and its assigns, and Cardinal and its assigns agree to indemnify Carey and hold Carey and its assigns harmless from any loss, claim, damage, cost or expense (including court costs, expenses

and reasonable attorney fees) suffered or incurred by Carey and its assigns by reason of any such damage or injury.

10. Insurance. Carey will provide and keep in force, and prior to commencing any construction activities require its contractors to provide and keep in force so long as such construction activity is occurring, the following insurance coverage:

A. Commercial General Liability insurance which shall include the following minimum limits of liability and coverages:

- i) \$1,000,000 each occurrence (for bodily injury and property damage).
- ii) \$1,000,000 for Personal Injury Liability.
- iii) \$2,000,000 aggregate for Products and Completed Operations.
- iv) \$2,000,000 general aggregate.
- v) \$50,000 fire damage for any one (1) fire.

B. Workers' compensation and employer's liability insurance:

- i) Worker's compensation insurance as required by any applicable law or regulation.
- ii) Employer's liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.

C. Automobile Liability Insurance for owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

D. Umbrella/excess liability insurance in the amount of \$5,000,000 per occurrence, \$5,000,000 in the aggregate and a self insured retention in the amount of \$10,000.

All insurance shall (i) be provided by insurance companies authorized or admitted to transact business in Florida, maintaining a rating of not less than A-/XV by Best's Rating Guide, (ii) name Cardinal, its subsidiaries, affiliates, directors, officers, employees, partners and agents,

as an additional insured under the primary and excess liability insurance policies with the exception of Workers' Compensation, (iii) provide that the coverage afforded by the same may not be cancelled or terminated without at least thirty (30) days prior written notice to Cardinal from the insurance company, and (iv) contain a waiver of subrogation in favor of Cardinal. Carey shall evidence such insurance coverage by delivering to Cardinal a certificate issued by the insurance company underwriting such risk. Carey shall deliver the certificate of insurance to Cardinal before the date of recordation of this Agreement and annually thereafter.

11. Nature of Easement and Use Restriction. The burdens and covenants of this Agreement shall run with the Cardinal Property and the Carey Property and shall be binding upon Cardinal and Carey and their successors and assigns. The Agreement shall inure to the benefit of the Cardinal Property and the Carey Property and their successors and assigns. The burden of the Exclusive Use restriction in Paragraph 8 shall be binding upon Carey and its successors and assigns until its expiration as set forth in said Paragraph. Upon the assignment and assumption of Carey's rights under this Agreement to Brandon Development, LLC, Brandon Development, LLC shall succeed to all of the rights and obligations of Carey under this Agreement, and any and all references to "Carey" shall be construed to mean "Brandon Development, LLC".

12. Notices and Payments. Any notice, document or payment required or permitted to be delivered or remitted hereunder or by law shall be deemed to be delivered or remitted, whether actually received or not, (a) when delivered in person, (b) two (2) business days after such item is deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, (c) two (2) business days after such item is deposited in the United States mail, first class postage prepaid addressed to the appropriate party hereto at its address set out below, or at such other address as it shall have theretofore specified by written notice delivered in accordance herewith, and (d) two (2) business days after such item is deposited with a nationally recognized overnight courier service marked for next day delivery, and shall addressed shall be addressed as follows:

CAREY:

Carey Farms, L.P.
1602 Cottagewood Drive
Brandon, FL 33510
Attention: Ms. Gertrude E. Carey

Love Investment Company
1050 Crown Pointe Company, Suite 960
Atlanta, GA 30338
Attention: Peter A. Schiffer

CARDINAL:

DB Cardinal Mac, LLC
c/o Cardinal Capital Partners
8214 Westchester Drive, Ninth Floor
Dallas, TX 75225
Attention: Bobby Fitzpatrick

with a copy to:

Drawbridge Special Opportunities Fund LP
1345 Avenue of the Americas, 46th Floor
New York, New York 10020
Attention: Constantine M. Dakolias, CCO
and Glenn P. Cummins, CFO

with a copy to:

Biff Craine, Esq.
Brickleyer Smolker & Bolves, P.A.
500 E. Kennedy Blvd., Suite 200
Tampa, FL 33602

Laurence A. Schiffer
Love Investment Company
212 S. Central Avenue
Suite 201
St. Louis, Missouri 63105
Frederick J. Berger, Esq.
Riezman Berger, P.C.
7700 Bonhomme Avenue, 7th Floor
St. Louis, Missouri 63105

with a copy to:

Drawbridge Special Opportunities Fund LP
10250 Constellation Blvd., Suite 2350
Los Angeles, CA 90067
Attention: Joshua Pack

Sidley Austin LLP
555 West Fifth Street, Suite 4000
Los Angeles, CA 90013-1010
Attention: Marc I. Hayutin, Esq.

Send payments to:

Mac Acquisition LLC
6820 LBJ Freeway
Dallas, TX 75240
Attn: Bill Alexander

[Include notice address upon assignment and assumption by Brandon]

A party may change the address to which its notices are sent by giving the other party written notice of any such change in the manner provided in this Paragraph, but notice of change of address is effective only upon five (5) days after receipt of such notice.

13. Successors and Assigns/Covenants Running with the Land. This Agreement creates mutual benefits and servitudes running with the land and shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and all persons claiming under them; provided, however, the foregoing is not intended to create and shall not be construed as creating, any rights in and for the benefit of the general public. Notwithstanding anything to the contrary in this Agreement, upon an owner's sale of all of its property comprising a part of the land affected hereby, such owner shall be released from all unaccrued liabilities and other obligations arising under this Agreement from and after the effective date of such sale. The singular number includes the plural and the masculine gender includes the feminine and neuter.

14. Remedies. In the event of default in the performance of the covenants, conditions, restrictions and easements contained herein, beyond any applicable notice and cure period, the non-failing party shall be entitled to any relief available at law or equity, including, but not limited to monetary damages, specific performance or injunctive relief from a court of competent jurisdiction.

15. Attorney Fees. In the event of litigation between the parties to enforce this Agreement, the prevailing party in any such action shall be entitled to recover reasonable costs and expenses of suit, including, without limitation, court costs, attorneys' fees, and discovery costs.

Notwithstanding the foregoing, Carey shall be obligated to reimburse Cardinal for the actual costs of Cardinal's attorney in connection with the preparation and review of this Agreement, but in no event shall Carey be obligated to reimburse Cardinal for more than ten thousand dollars (\$10,000) pursuant to this paragraph. Cardinal shall provide Carey with an invoice from Cardinal's attorney upon Cardinal's execution and delivery of this Easement to Carey.

16. Governing Law. This Agreement and all the provisions hereof shall be governed by and construed in accordance with the laws of the State of Florida.

17. Counterparts. This Agreement may be signed in counterparts with the same force and effect as if all required signatures were contained in a single, original instrument.

18. Modification and Cancellation. This Agreement and the covenants, conditions, restrictions and easements contained herein shall be effective on the Effective Date, and shall run with the land and remain in full force and effect in perpetuity, unless expressly provided herein to the contrary. This Agreement may be modified, amended, cancelled or terminated by written agreement signed and acknowledged by each of the record owners of the Cardinal Property and Carey Property, and recorded in the official records of Hillsborough County, Florida.

19. Brandon Shopping Center Easement. Carey shall hold this Agreement in escrow until such time as the recordation of the Easement Agreement with Brandon Shopping Center Partners, Ltd. ("Brandon Shopping Center Easement") for, among other rights, non exclusive easement rights for ingress over and across the Detention Pond Access Road and Cardinal shall be entitled to such ingress through Carey's rights under said Brandon Shopping Center Easement Agreement. Upon recordation of the Brandon Shopping Center Easement, Carey shall record this Agreement and provide Cardinal with a copy of this Agreement showing that the same was duly recorded. Carey shall not have any rights under this Agreement until this Agreement is duly recorded as provided above.

20. Cardinal Mortgage or Deed of Trust Against Cardinal Property. Cardinal agrees that to the extent there is a mortgage or deed of trust against the Cardinal Property, Cardinal will provide Carey with the consent and agreement of the holder of such mortgage or deed of trust, in such form as is reasonably acceptable to Carey and the holder of such mortgage or deed of trust, (i) to the creation of this Easement, and (ii) that this Agreement, the Easement and the rights of Carey hereunder shall survive any foreclosure under such mortgage or deed of trust and continue to be a valid Agreement in full force and effect notwithstanding any such foreclosure.

21. Authority. Carey is a Florida general partnership, duly formed, validly existing and in good standing under the laws of the State of Florida, and is qualified to transact business in the State of Florida, as necessary to consummate the transaction contemplated hereby. Carey

has full power and authority to execute and deliver this Agreement and all other documents executed and delivered, or to be executed and delivered, by it in connection with the transactions described herein and to perform all of its obligations arising under this Agreement and such other documents. The officers executing this Agreement and such other documents on behalf of Carey have the authority to bind Carey hereunder and thereunder. Cardinal is a Delaware limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware, and is qualified to transact business in the State of Florida, as necessary to consummate the transaction contemplated hereby. Cardinal has full power and authority to execute and deliver this Agreement and all other documents executed and delivered, or to be executed and delivered, by it in connection with the transactions described herein and to perform all of its obligations arising under this Agreement and such other documents. The officers executing this Agreement and such other documents on behalf of Cardinal have the authority to bind Cardinal hereunder and thereunder.

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IN WITNESS WHEREOF, the parties hereto have executed this Mutual Easement and Use Restriction Agreement as of the Effective Date.

Cardinal:

DB CARDINAL MAC, LLC,
a Delaware limited liability company

Witnesses:

[Signature]
Name Jake Francis

Name Kurt Steves

By: [Signature]
Name: Scott Riley
Title: Authorized Signatory

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

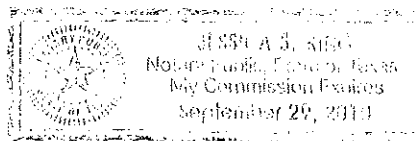
On November 25, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Riley, a Authorized Signatory of DB CARDINAL MAC, LLC., a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires:

9.29.2010



Carey:

CAREY FARMS, ~~LP~~
a Florida ~~Limited~~ Partnership
General (pdt)

Witnesses:

Joyce Boyette
Name Joyce Boyette
Katherine Odum
Name Katherine Odum

By: Gertrude E. Carey
Name: Gertrude E. Carey
Title: President

STATE OF Florida §
COUNTY OF Hillsborough §

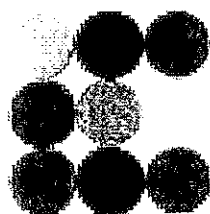
On December 21, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Gertrude E. Carey, as President of CAREY FARMS, ~~LP~~, a Florida ~~limited~~ partnership, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Katherine Ann Odum
NOTARY PUBLIC, STATE OF Florida

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Katherine Ann Odum
Commission # DD568222
Expires: AUG. 12, 2010
BONDED THRU ATLANTIC BONDING CO., INC.



**HYATT
PLACE™**

EXHIBITS

PREPARED BY:

LOVE INVESTMENTS
1050 CROWN POINTE PKWY
SUITE 960
ATLANTA, GA 30338

EXHIBIT A

DB CARDINAL PROPERTY

EXHIBIT "A"

DB CARDINAL PROPERTY

PARCEL I:

That part of the Southeast Quarter of Section 20, Township 29 South Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southwest of the Southeast Quarter of said Section 20; thence South 89°53'41" East along the South line of said Southeast Quarter a distance of 395.51 feet; thence North 00°06'19" East a distance of 390.96 feet to the POINT OF BEGINNING; thence South 39°08'23" West a distance of 277.97 feet; thence North 32°22'20" West a distance of 231.45 feet; thence North 47°24'11" East a distance of 50.81 feet; thence North 00°06'27" West a distance of 290.99 feet to the beginning of a non-tangent curve; thence Southeasterly along the arc of said curve to the right having a central angle of 30°30'53" feet; thence South 71°54'11" East a distance of 100.00 feet; thence South 01°05'48" East a distance of 255.35 feet more or less to the POINT OF BEGINNING.

PARCEL II:

Easement for the benefit of Parcel I described as follows:

(COMMON USE INGRESS/EGRESS EASEMENT)

That part of the Northeast Quarter of Section 29 and the Southeast Quarter of Section 20, all in Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 29; thence South 89°53'41" East along the North line of said Northeast Quarter, a distance of 574.29 feet to the beginning of a non-tangent curve, said point also being the POINT OF BEGINNING; thence along the arc of said curve to the right having a central angle of 07°26'46", a radius of 823.90 feet, a chord bearing or North 31°21'55" East, and an arc distance of 107.08 feet to a point of reverse curvature, thence along the arc of said curve to the left having a central angle of 14°30'54", a radius of 682.75 feet, a chord bearing of North 27°49'14" East, and an arc distance of 172.96 feet; thence North 15°10'11" East, a distance of 93.58 feet; thence North 24°12'00" East, a distance of 200.64 feet to the Southerly right-of-way line of State Road No. 60; thence South 67°46'54" East, along said Southerly right-of-way line, a distance of 170.06 feet; thence South 24°09'13" West a distance of 206.62 feet; thence South 27°41'53" West, a distance of 230.27 feet; thence South 38°40'51" West a distance of 93.95 feet to the beginning of a non-tangent curve; thence along the arc of said curve to the left having a central angle of 16°59'11", a radius of 687.49 feet, a chord bearing of South 23°59'57" West, and arc distance of 203.82 feet; thence South 16°03'52" West a distance of 239.33 feet; thence South 15°45'33" West, a distance of 25.04 feet; thence South 08°46'12" West, a distance of 96.85 feet; thence South 15°07'50" West a distance of 98.07 feet to a point of curvature; thence along the arc of said curve to the left having a central angle of 66°49'27", a radius of 55.11 feet, a

chord bearing of South 18°16'54" East, and an arc distance of 64.27 feet; thence South 38°18'23" West, a distance of 20.50 feet to the beginning of a non-tangent curve; thence along the arc of said curve to the left having a central angle of 24°01'41", a radius of 598.00 feet, a chord bearing of North 63°42'27" West, and an arc distance of 250.78 feet; thence North 14°16'42" East, a distance of 30.00 feet to the beginning of a non-tangent curve; thence along the arc of said curve to the left having a central angle of 88°46'18", a radius of 75.00 feet, a chord bearing of North 59°53'33" East, and an arc distance of 116.20 feet; thence North 15°30'24" East, a distance of 376.38 feet to a point of curvature; thence along the arc of said curve to the right having a central angle of 12°07'30", a radius of 823.90, a chord bearing of North 21°34'09" East, and an arc distance of 174.36 feet to the POINT OF BEGINNING.

PARCEL III

(COMMON USE INGRESS/EGRESS EASEMENT)

EASEMENT FOR THE BENEFIT OF PARCEL I DESCRIBED AS FOLLOWS:

That part of the Southeast Quarter of Section 20, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 20; thence South 89°53'41" East along the South line of the Southeast Quarter a distance of 395.51 feet; thence North 00°06'19" East a distance of 390.96 feet to the POINT OF BEGINNING; thence North 01°05'48" West a distance of 32.70 feet; thence South 67°39'06" East a distance of 353.81 feet; thence South 15°10'11" West a distance of 30.24 feet; thence North 67°39'06" West, a distance of 344.58 feet more or less to the POINT OF BEGINNING.

EXHIBIT B

CAREY PROPERTY

EXHIBIT "B"

CAREY PROPERTY

PARCEL I:

The East 110.53 feet of that part of the Southeast 1/4 of the Southwest 1/4 of Section 20, Township 29 South, Range 20 East, Hillsborough County, Florida, lying South of State Road No. 60.

LESS AND EXCEPT THAT PART OF:

(1) The East 110.53 feet of that part of the Southeast 1/4 of the Southwest 1/4 of Section 20, Township 29 South, Range 20 East, Hillsborough County, Florida, lying South of State Road No. 60.

(2) That part of the West 1/2 of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 20, Township 29 South, Range 20 East, lying South of Palm River Road and State Road No. 60, according to the Public Records of Hillsborough County, Florida, AND the West 221.06 feet of the East 331.58 feet of that part of the Southeast 1/4 of the Southwest 1/4 of Section 20, Township 29 South, Range 20 East, lying South of State Road No. 60, LESS from the point of intersection of the East boundary of the West 1/2 of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 20 with the South right of way line of State Road No. 60 run North 65°46' West along said South right of way line a distance of 200.00 feet; run thence South 24°14' West a distance of 200.00 feet; run thence South 24°14' West a distance of 200.00 feet; run thence South 65°46' East a distance of 200.00 feet; run thence North 24°14' East, a distance of 200.00 feet to the Point of Beginning.

LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS:

Begin on the South line of Section 20, Township 29 South, Range 20 East at a point North 87°50'31" East 11.65 feet from the Southeast corner of the Southwest 1/4 of the Southwest 1/4 thereof said point being on a curve concave to the Westerly and having a radius of 7,545.44 feet; thence from a tangent bearing of North 02°46'21" East run Northerly along said curve 741.49 feet through a central angle of 05°37'50" to the end of said curve; thence North 02°51'29" West 492.97 feet to the beginning of a curve concave to the Southwesterly and having a radius of 406.00 feet; run thence 417.62 feet along said curve through a central angle of 58°56'10" to the end of said curve; thence North 61°47'39" West 628.25 feet; thence North 65°36'29" West 690.44 feet; thence North 24°23'31" East 170.00 feet to the centerline of State Road 60; thence along said centerline South 65°36'29" East 2,929.80 feet; thence leaving said centerline run South 00°05'19" West 377.23 feet to a point on a curve concave to the Southeasterly and having a radius of 336.00 feet; thence from a tangent bearing of South 57°34'02" West run Southwesterly 95.95 feet along said curve through a central angle of 16°21'42" to the end of said curve; thence South 41°12'21" West 357.66 feet; thence South 37°23'30" West 286.37 feet to the beginning of a curve concave to the Easterly and having a radius of 1,815.86 feet; thence along said curve 163.66 feet through a central angle of 05°09'13" to the end of this portion of said curve, being a point on the South line of said Section 20; thence South 87°50'31" West 741.92 feet along said South line to the Point of Beginning.

PARCEL II:

That part of the West 1/2 of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 20, Township 29 South, Range 20 East, lying South of Palm River Road and State Road No. 60 according to the Public Records of Hillsborough County, Florida and the West 221.06 feet of the East 331.58 feet of that part of the Southeast 1/4 of the Southwest 1/4 of Section 20, Township 29 South, Range 20 East, lying South of State Road No. 60, LESS from the point of intersection of the East boundary of the West 1/2 of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 20 with the South right of way line of State Road No. 60 run North 65°46' West along said South right of way line a distance of 200.00 feet; run thence South 24°14' West a distance of 200.00 feet; run thence South 65°46' East a distance of 200.00 feet; run thence North 24°14' East a distance of 200.00 feet to the Point of Beginning this exception being same property conveyed to Commodore H. Lambert and Elizabeth W. Lambert on march 30, 1956, recorded in Deed Book 1948, Page 196, the South right of way line of State Road No. 60 in this exception being the line as existed on date of said deed to the Lamberts.

LESS AND EXCEPT THAT PART OF:

(1) The East 110.53 feet of that part of the Southeast 1/4 of the Southwest 1/4 of Section 20, Township 29 South, Range 20 East, Hillsborough County, Florida, lying South of State Road No. 60

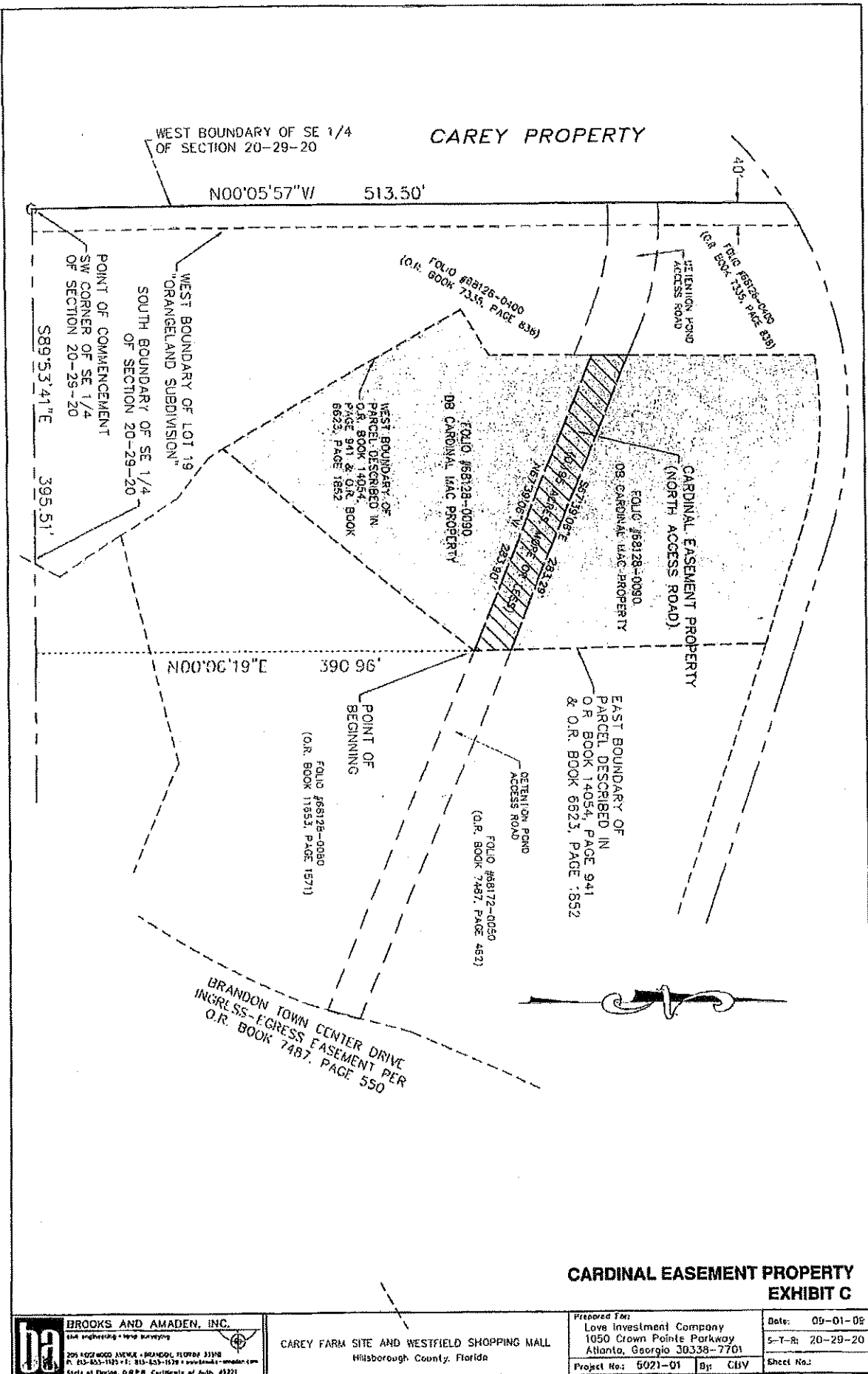
(2) That part of the West 1/2 of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 20, Township 29 South, Range 20 East lying South of Palm River Road and State Road No. 60, according to the Public Records of Hillsborough County, Florida, AND the West 221.06 feet of the East 331.58 feet of that part of the Southeast 1/4 of the Southwest 1/4 of Section 20, Township 29 South, Range 20 East, lying South of State Road No. 60, LESS from the point of intersection of the East boundary of the West 1/2 of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 20 with the South right of way line of State Road No. 60, run North 65°46' West along said South right of way line a distance of 200.00 feet; run thence South 24°14' West a distance of 200.00 feet; run thence South 65°46' East a distance of 200.00 feet; run thence North 24°14' East a distance of 200.00 feet to the Point of Beginning.

LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS:

Begin on the South line of Section 20, Township 29 South, Range 20 East at a point North 87°50'31" East 11.65 feet from the Southeast corner of the Southwest 1/4 of the Southwest 1/4 thereof, said point being on a curve concave to the Westerly and having a radius of 7,545.44 feet; thence from a tangent bearing of North 02°46'21" East run Northerly along said curve 741.49 feet through a central angle of 05°37'50" to the end of said curve; thence North 02°51'29" West, 492.97 feet to the beginning of a curve concave to the Southwesterly and having a radius of 406.00 feet; run thence 417.62 feet along said curve through a central angle of 58°56'10" to the end of said curve; thence North 61°47'39" West 628.25 feet; thence North 65°36'29" West 690.44 feet; thence North 24°23'31" East 170.00 feet to the centerline of State Road 60; thence along said centerline South 65°36'29" East 2,929.80 feet; Thence leaving said centerline run South 00°05'19" West 377.23 feet to a point on a curve concave to the Southeasterly and having a radius of 336.00 feet; thence from a tangent bearing of South 57°34'02" West run Southwesterly 95.95 feet along said curve through a central angle of 16°21'42" to the end of said curve; thence South 41°12'21" West 357.66 feet; thence South 37°23'30" West 286.37 feet to the beginning of a curve concave to the Easterly and having a radius of 1,815.86 feet; thence along said curve 163.33 feet through a central angle of 05°09'13" to the end of this portion of said curve being a point on the South line of said Section 20; thence South 87°50'31" West 741.92 feet along said South line to the Point of Beginning.

EXHIBIT C

CARDINAL EASEMENT PROPERTY



BROOKS AND AMADEN, INC.
 civil engineering & land surveying
 205 4022 WOOD AVENUE • BRANDON, FLORIDA 33508
 P: 813-653-1125 • F: 813-653-1579 • www.brooks-amaden.com
 State of Florida, D.B.P.R. Certificate of Auth. #5321

CAREY FARM SITE AND WESTFIELD SHOPPING MALL
 Hillsborough County, Florida

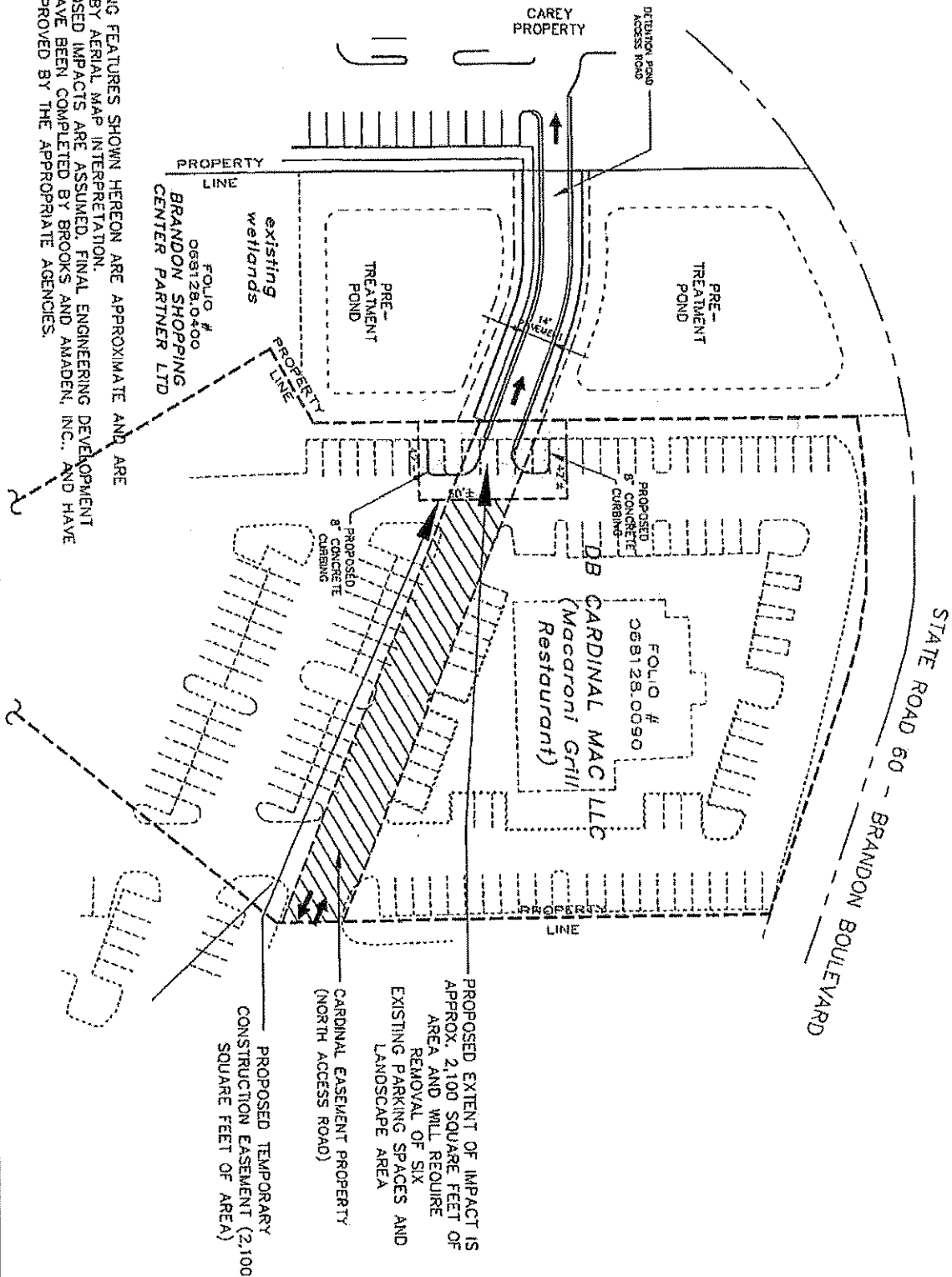
Prepared For:
 Love Investment Company
 1050 Crown Points Parkway
 Atlanta, Georgia 30338-7701
 Project No.: 6021-01 By: CBV

Date: 09-01-09
 5-T-R: 20-29-20
 Sheet No.:

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT

NOTES:
 1. EXISTING FEATURES SHOWN HEREON ARE APPROXIMATE AND ARE
 DEFINED BY AERIAL MAP INTERPRETATION.
 2. PROPOSED IMPACTS ARE ASSUMED. FINAL ENGINEERING DEVELOPMENT
 PLANS HAVE BEEN COMPLETED BY BROOKS AND AMADEN, INC., AND HAVE
 BEEN APPROVED BY THE APPROPRIATE AGENCIES.



**PARKING SPACE REMOVAL AND CROSSING DETAIL
 EXHIBIT D**

BROOKS AND AMADEN, INC.
 civil engineering - land surveying
 205 E. 10th Street, Suite 100, Miami, Florida 33130
 P: 305-532-1125 • F: 305-532-1179 • www.brooks-amaden.com
 State of Florida, C.S.P.R. Certificate # 2001

CAREY FARM SITE AND WESTFIELD SHOPPING MALL
 Hillsborough County, Florida

Prepared for:
 Love Investment Company
 1050 Green Pointe Parkway
 Atlanta, Georgia 30338-770
 Project No: 5021-01 By: CBV

Date: 09/01/09
 S-T-R: 20-29-20
 Sheet No: 1 OF 1

EXHIBIT E

CHILI' S PROPERTY

EXHIBIT "E"

CHILI'S PROPERTY

That part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 29 South, Range 20 East, Hillsborough County, Florida, described as follows:

From the Northwest corner of said Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, run thence South $00^{\circ}20'54''$ West, 131.35 feet, along the West boundary of said Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, to the South right-of-way line of State Road No. 60 for a POINT OF BEGINNING; run thence North $89^{\circ}51'24''$ East, 479.09 feet, along the South right-of-way line; thence South $00^{\circ}18'35''$ East, 152.33 feet; thence North $89^{\circ}51'24''$ East, 160.00 feet to the West right-of-way line of Providence Road; thence South $00^{\circ}17'15''$ East, 250.09 feet, along said West right-of-way line, to the North boundary of the South 132 feet of the East $\frac{1}{2}$ of the said Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence North $89^{\circ}59'13''$ West 311.44 feet, along said North boundary, to the Northwest corner of said South 132 feet of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence South $00^{\circ}19'51''$ West, 132.00 feet, along the West boundary of the East $\frac{1}{2}$ of said Northeast $\frac{1}{4}$ the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, to the south boundary of said Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence North $89^{\circ}59'13''$ West, 332.20 feet, along said South boundary, to the Southwest corner of said Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence North $00^{\circ}20'54''$ East, 532.72 feet, along the West boundary of said Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, to the POINT OF BEGINNING.

Containing 6.36 acres, more or less.