

Prepared by and after
recording return to:
Richard M. Caron, Esq.
Shutts & Bowen, LLP
300 S. Orange Ave., Suite 1000
Orlando, FL 32801
(407) 423-3200

PLAT AGREEMENT

THIS PLAT AGREEMENT (this “**Plat Agreement**”) is entered into this ____ day of _____, 2015, by and among FB ORLANDO ACQUISITION COMPANY, LLC, a Delaware limited liability company (“**FB Orlando**”), STORE MASTER FUNDING VIII, LLC, a Delaware limited liability company (“**Store**”), and THE CITY OF ORLANDO, a municipal corporation (the “**City**”). FB Orlando, Store, and the City are hereinafter referred to each as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. FB Orlando, as the fee title owner of that certain commercial development located in Orange County, Florida known as “**Artegon**” (formerly “Festival Bay”), and FB Orlando caused to be recorded in Plat Book 86, Page 111 of the Public Records of Orange County, Florida, that certain Plat of Artegon, a Replat of Lot 1 and Tract A, Festival Bay Replat, Plat Book 80, Page 58, Public Records of Orange County, Florida (the “**Plat**”), copy of which is attached hereto as **Exhibit “A”**.

B. The City approved the execution and recording of the Plat as evidenced by the execution of the Plat by the City.

C. The Plat, among other actions, subdivides Artegon into separate parcels as shown thereon, which parcels are identified as “**Lots**” on the Plat.

D. The Plat identifies certain “**Tracts**” located within Artegon, including, without limitation, “**Tract C**” which Tract C is to be utilized for drainage and other specified purposes as more particularly set forth on the Plat.

E. The Plat contains certain “**General Notes**”, some of which General Notes reference the ownership and maintenance obligations of various Tracts located in Artegon as more particularly set forth on the Plat.

F. Subsequent to the recording of the Plat, FB Orlando conveyed fee title of that certain Lot 3 of Artegon to Store pursuant to that certain Special Warranty Deed recorded October 19, 2015 in Official Records Book 11000, Page 1907, Public Records of Orange County, Florida.

G. The Parties desire to enter into this Plat Agreement with respect to the General Notes of the Plat as more particularly set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties hereby acknowledge and agree that the above Recitals are each true and correct and are hereby incorporated into this Plat Agreement by this reference.

2. Effect of General Note 4. The Parties hereby acknowledge and agree that, notwithstanding anything contained on the Plat or the General Notes to the contrary, with respect to the application of General Note 4 of the Plat as between the City, FB Orlando, Store, and their respective successors and assigns, Tract C (non-exclusive drainage easement/boat display Tract) of Artegon is not required to be owned or maintained by the Lot 1 owner and is required to be maintained by the owner of Tract C, or as otherwise provided in that certain Operation and Easement Agreement dated August 13, 1999 and recorded in Official Records Book 5833, Page 267 of the Public Records of Orange County, Florida.

3. Assignment of Maintenance Obligations. The Parties hereby acknowledge and agree that, notwithstanding anything on the Plat, or in the General Notes or this Plat Agreement to the contrary, the maintenance obligations imposed by the Plat, the General Notes, and this Plat Agreement, with respect to Tract C, may be assigned by the owner of Tract C to such owner's assignees, including, without limitation, any of such owner's tenants or lessees taking possession of Tract C, provided that, with respect to any such assignment, such assignee affirmatively assumes the maintenance obligations of Tract C pursuant to a valid lease, rental agreement, or other assignment document.

4. Adequate Consideration. Each Party acknowledges and agrees that the terms and conditions of this Plat Agreement are beneficial to each Party in that such provisions will facilitate the development and operation of Artegon as a whole and that such benefit to each Party constitutes sufficient and adequate consideration for each Party's execution and performance of this Plat Agreement.

5. Integration; Conflict. Except as stated in this Plat Agreement, all other provisions of the Plat remain unchanged. In the event of any conflict between the provisions of this Plat Agreement and the Plat, the terms and conditions of this Plat Agreement shall control.

6. Governing Law and Binding Effect. This Plat Agreement and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and assigns.

7. Severability. Unenforceability for any reason of any provision of this Plat Agreement will not limit or impair the operation or validity of any other provision of this Plat Agreement.

8. Captions. The captions of the Sections of this Plat Agreement are inserted for convenience only and will not control or affect the meaning or construction of any provisions hereof.

[remainder of this page intentionally left blank]
[signature pages to follow]

WITNESSES:

**FB ORLANDO ACQUISITION
COMPANY, LLC**, a Delaware limited
liability company

Sign: _____

Witness #1

Print: _____

By: _____

Name: _____

Title: _____

Sign: _____

Witness #2

Print: _____

STATE OF _____)

) ss:

COUNTY OF _____)

I hereby certify that the foregoing instrument was acknowledged before me this _____
day of _____, 2015, by _____, as the _____ of FB
ORLANDO ACQUISITION COMPANY, LLC, a Delaware limited liability company, on behalf
of that company. He [] is personally known to me, or [] has produced
_____ as identification.

Affix Notary Stamp or Seal Below:

NOTARY PUBLIC – signature above

Printed Name: _____

WITNESSES:

STORE MASTER FUNDING VIII, LLC, a
Delaware limited liability company

Sign: _____

Witness #1

Print: _____

By: _____

Name: _____

Title: _____

Sign: _____

Witness #2

Print: _____

STATE OF _____)

) ss:

COUNTY OF _____)

I hereby certify that the foregoing instrument was acknowledged before me this _____
day of _____, 2015, by _____, as the _____ of
STORE MASTER FUNDING VIII, LLC, a Delaware limited liability company, on behalf of
that company. He ☐ is personally known to me, or ☐ has produced
_____ as identification.

Affix Notary Stamp or Seal Below:

NOTARY PUBLIC – signature above

Printed Name: _____

WITNESSES:

THE CITY OF ORLANDO, a municipal corporation

Sign: _____

Witness #1

Print: _____

By: _____

Name: _____

Title: _____

Sign: _____

Witness #2

Print: _____

STATE OF _____)

) ss:

COUNTY OF _____)

I hereby certify that the foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as the _____ of THE CITY OF ORLANDO, a municipal corporation, on behalf of that corporation. He [] is personally known to me, or [] has produced _____ as identification.

Affix Notary Stamp or Seal Below:

NOTARY PUBLIC – signature above

Printed Name: _____

Exhibit “A”

See attached copy of Plat