

99 year Lease Contract

DO NOT DESTROY

Records in
MASTER FILE # 332930

RECORDED
PINELLAS CO. FLORIDA
MARSH HOLLAND CO. REC'D

68039510

TR 2827 THE 1

MAY 6 10 00 AM '68

NINETY-NINE YEAR LEASE

THIS INSTRUMENT OF LEASE, Made and entered into this 6th day of May, 1968, by and between CAPRI INVESTMENTS CORPORATION, a Florida corporation, hereinafter called the "LESSOR", and FAIR, INC., a Florida corporation, hereinafter called the "LESSEE", WITNESSETH:

(1) That for the term and upon the conditions and for the further considerations hereinafter expressed, the Lessor has leased and demise, and does hereby lease and demise, unto the said Lessee, and the said Lessee does hereby lease from the said Lessor, the following described real estate situated in Pinellas County, Florida, to-wit:

Lots Seventeen (17), Eighteen (18), Nineteen (19) and Twenty (20), BLOCK "B", CAPRI ISLE SUBDIVISION, according to plat recorded in Plat Book 39, pages 6 and 7 in public records of Pinellas County, Florida;

Together with all improvements now or hereafter located thereon, and with any and all riparian rights appertaining thereto;

Subject to restrictions and easements of record.

Also known as apartments 101 through 111, and apartments 201 through 211, and apartments 301 through 311, and Penthouse East and Penthouse West, together with all common facilities and common property as set forth in Declaration of Condominium for CAPRI ISLE GARDEN APARTMENTS NO. TWO, filed in the Public Records of Pinellas County, Florida, in O.R. Book 2726, page 744 & 745, inc

(2) The term of this lease is for and during the period of ninety-nine (99) years and one (1) month, said term to begin with the 1st day of May, 1968, and to terminate the 31st day of May, 2067.

(3) Lessee shall pay as rental for said premises for and during the term hereof, the total sum of \$15,228.00 per annum, and said rental shall be payable at the rate of \$1,269.00 monthly, in advance, from and after the 1st day of May, 1968. Said rental shall be paid at such place or address as may be designated by Lessor, its successors or assigns, from time to time hereafter, by writing. The rentals herein specified are to be paid in legal currency of the United States of America.

DO NOT DESTROY

Returns to
MASTER FILE

DO NOT DESTROY
Returns to
MASTER FILE

Any installment of rent not paid when due shall bear interest from its due date at the rate of ten percent (10%) per annum until paid, and all moneys or other sums which may become due to Lessor hereunder by reason of any of the provisions of this lease, shall be a lien upon the property described herein, and upon all buildings, improvements and equipment which may be placed thereon. The lien hereby created and given is cumulative and is in addition to all liens and rights for rent created by the laws of the State of Florida, now in force or hereafter enacted.

(4) As a part of the consideration for this lease, and in addition to the rental hereinbefore provided, Lessee shall, and it does hereby bind and pledge itself, its successors and assigns, to pay all taxes, assessments, or other charges of any nature or kind whatsoever, that may be levied, imposed, charged or assessed against said property and any improvements now thereon, or which in the future may be placed thereon, by any Governmental or taxing body whatsoever, excepting only any such taxes or other such charges as may arise from inheritance, estate, succession, or income taxes of Lessor, and any other personal tax of Lessor due any taxing agency under any present or future law, and all of the above enumerated additional obligations resting upon Lessee shall be paid promptly as they shall each severally become due and payable.

(5) Lessee covenants and agrees to carry, during the term of this lease, Landlord and Tenant liability insurance in the maximum amounts of coverage and limits available, but in no event less than 100/300,000, all premiums to be paid by Lessee, and the policy or policies shall show the respective interests of the Lessor and the Lessee. Provided that the Lessor will accept a certificate from a reputable insurance company authorized to do business in the State of Florida, which certificate shows that the condominium association, known as Capri Isle Garden Apartments No. Two, Association, has obtained like insurance insuring all apartments in the Condominium Association.

(6) Lessee will at all times save harmless the Lessor and the demise premises, and the improvements thereon, and all future improvements thereon, from all liens and penalties in connection with the taxes herein provided to be paid by Lessee, and from any claim or claims for curbing, seawall, paving, water pipe, sewer, culverts, drains, or other street or public improvements of any nature, or for any taxes or other assessments, including any reconstruction or repair of streets or sidewalks, or seawall, and also for any and all claims for damages which may in any way arise during the term of this lease, and be or become chargeable to or payable for or in respect to said premises, and will, if requested by Lessor, exhibit to Lessor, receipts showing that all taxes and any such assessments for the preceding year or years have been paid, and will, upon written application of Lessor for inspection and such use as may be proper in protecting the interest of Lessor in the premises, show written evidence of any and all such payments whenever demanded. It is expressly understood and agreed, however, that the Lessor may at its sole expense, if in good faith and upon reasonable grounds, dispute the validity of any tax assessment or other charge, lien, penalty or claim, including liens or claims of materialmen, mechanics, or laborers, or others, and defend against the same, and may in good faith, conduct any necessary proceedings to prevent and avoid the same, and the Lessee shall not, in the event of and during the bona fide prosecution of such litigation be held in default with reference to the subject matter of such litigation; provided, however, if the aggregate amount of all liens or claims which are the subject of contest or litigation, and are being contested and litigated, shall at any time equal or exceed the sum of \$5000.00, including interest, penalties and costs, the Lessee shall give to the Lessor a bond in the penal sum of equal to not less than 125% of the aggregate amount of all liens and claims being contested or litigated, with some surety company licensed and authorized to do business in the State of Florida, and approved by Lessor, as surety,

with the condition to pay all of such liens or claims, or such part thereof as shall be finally judged to be due and owing, and to save Lessor harmless therefrom and from any part thereof.

(7) It is understood and agreed that any erosion, submergence or avulsion of or accretion, reliction or avulsion to the lands covered by this lease shall have no effect upon this lease, and the terms and conditions hereof, and/or the rentals herein specified.

(8) Lessee shall maintain all improvements which might hereafter be placed by it upon the leased premises in first-class repair and condition during the term of this lease, permitting no waste or deterioration thereof, (ordinary wear and obsolescence only excepted), and shall save the Lessor harmless from any loss or damage to persons or property by reason of any failure on its part so to do.

Lessee shall have the privilege of repairing, enlarging, or restoring any improvements situate upon the leased premises placed by it thereon, during the term of this lease, in accordance with the terms of this lease, provided, that any such repairs, enlargement, or restoration of improvements shall not have the effect of lessening to any extent whatever the economic value and stability and utility of such improvements as the same existed immediately prior to any such changes by the Lessee, and provided, further, that all other applicable provisions of this lease are complied with.

(9) Neither the Lessee nor anyone claiming by, through or under Lessee, including contractors, subcontractors, materialmen and laborers, shall have any rights to file or place any mechanics' or materialmen's liens of any character whatsoever upon the leased property or upon any building or improvements thereon, and notice is hereby given that no contractor, subcontractor, materialmen, laborers or anyone else who may furnish any material, service or labor for any buildings or improvements, alterations, repairs, or any parts thereof at any time shall be or become entitled to any lien whatsoever thereon or therefor.

Lessee covenants and agrees to save the Lessor harmless from any damage to streets, sidewalks and alleys and to owners of adjoining lots, by reason of any changes, repairs, alterations, building or erection of any improvements now or hereafter upon said leased premises, including the foundation of and excavation under said improvements.

(10) Lessee covenants and agrees to keep the buildings upon said premises which may be erected thereon insured against loss by fire, wind-storm and such other hazard as is covered by "extended coverage" in the present usual meaning of that term, in insurance companies duly licensed and authorized to do business in the State of Florida, and approved by Lessor, in a sum not less than the full insurable value of improvements situate from time to time upon said premises, with loss payable clause to and for the benefit of Lessor as its interest may appear, and to deliver such policy or policies or a copy or copies thereof to Lessor, and in case said building or any part thereof shall be damaged or destroyed by fire or otherwise, Lessee hereunder agrees and covenants to commence promptly, and to prosecute diligently to completion the rebuilding and repairing of such damaged or destroyed building or buildings or improvements, or to erect a new building on the said property of a value not less than the then current value of the structure, building or improvement so damaged or destroyed, before its damage or destruction, and this provision shall apply with equal force whether there are one or several buildings, structures, or improvements involved in any such destruction, loss or damage, Lessee covenants and agrees that the proceeds of such insurance policies, when collected, shall be used exclusively for the rebuilding of such buildings, structures or improvements or repairing of the damage thereto. Except as otherwise herein provided, no damage or destruction to any building situate upon said

premises by fire or other casualty shall have the effect of terminating this lease or release either party from the obligations created or imposed by this indenture, any law of the State of Florida to the contrary notwithstanding.

Lessor hereby covenants and agrees to devote and release as and when required to pay the cost of such rebuilding or restoration, all of the proceeds received from such insurance policy or policies proportionately as the repair or erection of said building or buildings progresses.

Nothing herein contained shall be taken or construed as relieving Lessee of the obligation hereby specifically assumed by Lessee to repair and restore the said buildings at its own cost and expense to any extent that insurance proceeds are not available.

(11) In the event that all of the buildings or improvements located upon the leased premises shall be destroyed during the last three year period of the term of this lease, Lessee shall have the option, but shall not be obligated, to rebuild the destroyed or damaged building, buildings or improvements, provided Lessee shall notify Lessor of its election not to rebuild or repair, by written notice given to said Lessor within 90 days of the date of the damage or destruction. After receipt of such written notice, the proceeds of all insurance policies covering said property shall belong exclusively to the Lessor, and Lessor shall be entitled to resume immediate possession and control of the property herein leased, and any additions that may be placed by Lessee upon the leased premises, free from all claims on the part of the Lessee, and its subtenants. This lease shall thereupon immediately terminate and no future payments of rent shall be required from the Lessee, but all of the obligations of this lease shall continue unabated until the receipt by the Lessor of said written notice from the Lessee as provided in this paragraph.

(12) Lessee covenants and agrees that it will make no unlawful use of said leased premises nor permit the same to be used in anywise, contrary to any valid law or ordinance of the State of Florida, the County of Pinellas, or of any other governmental agency, and that it will keep and maintain said premises in a suitable and sanitary condition so as not to permit the same to become a public nuisance. Lessee further covenants and agrees that it will use the said leased premises only for apartment uses, and none other, without the prior written consent of Lessor obtained and recorded in the Public Records of Pinellas County, Florida.

(13) Lessor hereby covenants and agrees with Lessee that it is seized in fee simple of the leased premises and that the same are free of liens and encumbrances, and taxes for the current year; that conditioned upon the Lessee's observance and performance of the obligations entered into upon its behalf, Lessor will warrant to Lessee peaceable possession and enjoyment of the leased premises against the lawful let, hindrance or disturbance of any persons whatsoever, claiming in any manner by, from, through, or under Lessor, or anyone other than Lessee, during the term of this lease.

(14) If the Lessee shall assign, or sub-lease for a period in excess of ten (10) years, any condominium apartment covered by this lease, then from the date of the execution of said assignment, or sub-lease, said apartment shall be considered for all purposes as separately leased from the Lessor to the Lessee, still remaining subject to all the terms of this Lease on a severed basis, and no breach on the part of the Lessee of his obligation under this lease for any other apartment shall constitute a breach of the lease as regards to said assigned or sub-leased apartment, and said assigned or sub-leased apartment shall from thenceforth be liable for only that portion of the rental attributable to it by multiplication of the percentage interest assigned to said apartment in the Declaration of Condominium against the total annual rent reserved herein.

(15) This lease is made upon the condition that the Lessee shall perform all covenants and agreements herein set forth to be performed by it, and if at any time any rents, taxes, assessments, insurance premiums or any other charges and payments, or any part thereof shall become in arrears and unpaid for a period of thirty (30) days after the same shall become due, (excepting only as herein provided for materialmen and building liens, or taxes which are being in good faith contested by Lessee), or if any of the covenants or agreements to be carried out or performed by the Lessee shall not be performed as herein stipulated and agreed to be performed by the Lessee, within the period of thirty (30) days after the default in performance of said covenants and agreements, then said Lessor, at its option upon first giving fifteen (15) days' written notice to the Lessee, shall have full right to enter upon the above described and demised premises at any time after said fifteen (15) days' notice, and the default upon which it is based, and take immediate possession thereof, and bring suit for and collect any rents, taxes, assessments, insurance premiums or other charges which may have accrued up to the time of such re-entry, provided said Lessee, during the said fifteen (15) day period after notice is given, shall have the right to settle and pay in full any and all rightful claims of Lessor under this instrument which are then delinquent, or place with Lessor a bond or collateral security satisfactory to Lessor for the payment of such rightful claims, including in either instance ten per centum (10%) interest on the amount in default, calculated from due date to date of payment, also including all actual and reasonable costs, expenses and charges incident to such suit and re-entry, and reasonable attorney's fee for Lessor's attorney. In the event that this lease is forfeited and terminated as above provided, then all improvements made on said property shall immediately become the property of the Lessor. Any enumerated right as herein set out to proceed with the collection of rent or for the possession of the premises, shall not be considered in any event as exclusive, or a complete enumeration of the rights which Lessor has, but it is specifically agreed and understood that upon default in the prompt compliance with any of the covenants herein set out to be performed by the Lessee, Lessor may resort to any legal steps existing under the laws of the State of Florida, in favor of Lessor for the protection of its rights.

(16) Upon the termination of this lease, either due to the breach of any covenant herein set forth or to the expiration of the same at the end of the term hereof, then in either event all buildings and improvements of whatever nature at that time standing upon the premises herein demised and leased shall become and remain the sole and absolute property of Lessor.

(17) If the entire leased premises shall be taken under the exercise of the power of eminent domain by any competent governmental authority, this lease shall terminate as of the date of such taking, and the rights of the various parties to the proceeds from any eminent domain proceedings shall be determined as provided by the laws of the State of Florida.

(18) The Lessor may, at any time, during the pendency of a suit, the basis of any portion of which shall be the collection of the rents reserved under this lease, apply to the Court having jurisdiction thereof for the appointment of a receiver, and such Court shall forthwith appoint a receiver of the leased property, including all the income, profits and revenues from whatever source derived. Such appointment shall be made by such Court as an admitted equity and a matter of absolute right to said Lessor. Such rents, profits, income and revenues shall be applied by such receiver against the rental herein provided.

(19) It is understood and agreed that all covenants, terms and conditions of this lease extend to and are binding upon the successors, and assigns of each and both of the parties hereto.

(20) It is further covenanted and agreed by and between the parties hereto, that in case the Lessor shall, without any fault on its part, be made a party to any litigation commenced by or against the Lessee, the Lessee shall be and is under the obligation to defend, at Lessee's expense, the Lessor in such litigation, with the right in Lessor to select the counsel for the Lessee whom it will employ to defend the Lessor.

(21) At the end of the Tenth year, the rent reserved under this lease shall be adjusted by increasing the same in accordance with the most recent cost of living index published by the Federal government, prior to the Tenth Year Anniversary of this lease. Thereafter, this shall be remodified every ten (10) years on each succeeding Tenth Year Anniversary date, and the rent shall be adjusted by increasing the same in accordance with the most recent cost of living index published by the Federal Government prior to each succeeding Tenth Anniversary date. The increase shall be determined by the following formula:

(a) On the Tenth Anniversary date, the cost of living index for said date as previously defined, shall be divided by the cost of living index most recently published prior to the 1st day of May, 1968. The rent reserved hereunder shall then be multiplied by said quotient, and the resulting figure, or the rental then in effect, whichever shall be the larger, shall thereafter be the annual rent reserved under this lease, and the monthly rental reserved shall be one-twelfth (1/12) of said annual rent. Upon the Tenth Anniversary following the Tenth Anniversary, the cost of living index used as a divisor in the Tenth Anniversary adjustment shall again be the divisor and shall be divided into the cost of living index determined to be the most recent cost of living index prior to the 10th Anniversary date. The resulting quotient shall be multiplied times 15,288.00 Dollars, and the resulting figure, or the rental then in effect, whichever shall be the larger, shall thereafter be the annual rent reserved under this lease. The monthly rent shall be determined by dividing said figure by twelve (12). This process shall continue, using the same divisor and the same multiplication on each Tenth Anniversary date until this lease shall expire.

(b) In the event the Federal government shall cease to publish a cost of living index, then, in said event, either party to this lease, on any Tenth Anniversary date, shall have the right to file a petition in the Circuit Court of the Sixth Judicial Circuit of Pinellas County, and the Court shall have the right, under the terms of this agreement, to select some other cost of living index, or to establish an appropriate increase by Court decree, whichever the Court shall feel most just and equitable. The party filing said petition shall pay all the expenses of said litigation, including a reasonable attorney's fee of the other party, not to exceed ten (10%) percent of the rent determined. Said cost of living index used herein shall mean cost of living index currently published by the Department of Labor, and also includes any cost of living index published in place thereof in the event the Department of Labor shall cease publishing said index.

(22) From time to time in this Lease the possibility of the construction of improvements on the above described premises has been mentioned. In the event the Lessee desires to place improvements upon said premises from time to time, it shall first deliver to the Lessor a payment and performance bond sufficient to comply with Paragraph 84 et seq. of Florida Statutes 1965, or any subsequent modification thereof, and sufficient to protect the Lessor from any lien upon the premises and sufficient to guarantee the payment of all laborers, contractors, sub-contractors, mechanics, materialmen furnishing laborers, materials or performing contracts on the premises. Said bond shall be issued by a good and sufficient bonding company through a resident agent qualified to issue insurance of this nature in the State of Florida. The performance bond shall be sufficient to guarantee the completion of the construction contemplated, including any later modification thereof.

(23) That Lessee will deposit with the Lessor a total security deposit of \$87,000.00, which deposit shall be security to indemnify Lessor against any loss caused by this subordination or severance. The Lessee will make such deposit pro rata as condominium units are sold according

nder this
th the most
, prior to
ll be
university
accordance
ral Govern-
ase shall

Index for
living index
, 1968.
lient, and
will be the
lease, and
annual rent.
cost of
nt shall
g index
he 10th
ces
he rental
be the
& determined
ime, using
ersary date

publish
e lease,
tition
ounty,
esent, to
private
st and
nces of
her party,
st of living
ished by
tax pub-
ll cease

the con-
n mentioned.
remises
and
of Florida
ient to
to guarantee
des,
s on the
ding company
ure in the
arantee
ter modification

curity
y Lessor
Lessee
rding

to a schedule attached hereto, but in any event the entire security deposit must be deposited not later than one (1) year from the date of this lease. That Lessor will pay for the benefit of the individual unit owners four (4%) percent interest annually on the sums so held as security, and provided the individual mortgages on each of the units have been completely extinguished and the lease is not otherwise in default, Lessor shall, commencing on the 20th anniversary of this agreement, repay the total security deposit at the rate of \$4,350.00 per year, plus 4% interest on the unpaid balance until the total security deposit has been repaid for the benefit of individual unit owners. If at any time after commencement of repayment of security deposit there is total or partial default under the lease by one or more of the unit owners, then, at the option of the Lessor, the annual repayment of security deposit may be decreased by that portion of \$4,350.00 represented by the percentage assigned to the defaulting unit in the Declaration of Condominium; but such sums so retained shall be held as security for said default, or to reimburse the Lessor for payments made under obligations due to any party from an individual unit owner and/or to reimburse the Lessor for its expenses and damages at its election. These rights shall be in addition to such other rights according to the Lessor by all instruments affecting said unit and the laws of the State of Florida.

(24) That the Lessor agrees to subordinate its fee interest in the above described premises to a construction mortgage of \$445,000.00, in order to assist in the financing of the construction of the building on the above described property, as shown by Exhibits "B" and "C" attached hereto (the same being the plans and specifications for said building), and to allow later substitution of separate mortgages on each separate condominium unit, which separate mortgages shall be through recognized lending institutions in an amount not greater than 8% of the appraised value of each unit and in an aggregate amount of not more than 80% of the appraised value of each unit, or 80% of \$703,000.00, whichever shall be the smaller amount, provided that said mortgage, assignment and subsequent division of the construction mortgage shall be approved by the Lessor, and shall contain a clause allowing the Lessor to protect its feehold interest by paying directly any lien, assessment, encumbrance, or default against an individual unit and directly repossessing, foreclosing, and owning said individual unit, to protect said feeholding interest and the moneys so expended, provided always that it shall be the duty of the Lessee to cure said defaults; and if said Lessee has not done so within forty-five (45) days after notice of the default from any source, or such shorter time as may be necessitated by the circumstances, the Lessor may do so, and the failure of the Lessee to cure said default shall constitute a breach of the 99-year lease executed on the 6th day of May 1968; it is agreed that the Lessee may allow the Condominium Association the first option to cure any said default, but the time allowed to said Condominium Association shall be deducted from the Lessee's 45 days.

(25) That upon completion of the building on said premises, Lessor will agree, and does hereby agree, to allow Lessee and Mortgagee to substitute separate mortgages as provided in paragraph (24), to which mortgages the Lessor will subordinate its interest as provided in paragraph (24) and to assign by separate assignments condominium units to such purchasers as Lessee shall deem advisable; providing, that the Lessor will not subordinate its fee to any future mortgages and will not consent to an extension of the terms of the original mortgage once divided or any subsequent mortgage on the premises.

(26) The Lessor further agrees that after a division of said mortgage and assignment of a severable unit thereof (condominium unit), the Lessor will recognize said severed unit; and a default under the master 99-year lease or default by another severed unit will not constitute a breached default or termination of the other severed units, as between the Lessor and the owner of the severed unit not in default.

(27) In order to insure the Lessor that the common facilities will be properly maintained and that the condominium will be professionally managed, the Lessee hereby agrees to employ and make it a condition of the severed assignments of the condominium units and condominium agreement that the professional management organization or association will be employed by the Condominium, said organization or association to be approved by the Lessor upon initial employment and every two years thereafter.

(28) In the event any surplus soil, shell or other suitable fill material is removed from the premises during the course of construction, or at any other time, it shall be placed upon such land in Capri Isle Sub., as shall be designated by the Lessor unless the Lessor, in writing, shall waive his rights to said surplus soil, shell or other fill material.

(29) Lessee, however, shall continue at all times to remain responsible under the terms of its original lease from Lessor, and as between Lessor and Lessee the terms of said lease shall control, except insofar as the Lessor's rights are increased by this agreement, and by the Condominium Agreement and Assignment.

(30) The Subordination agreement referred to here shall contain the following clause:

(a) "The fee simple owner may at any time acquire from the original mortgagee any condominium unit that it may have foreclosed and not previously sold, by payment to the original mortgagee of all of its costs including the unpaid balance of the original mortgage, attorney's fees, interest, broker's fees actually incurred, etc., from the time of foreclosure to the date of purchase."

(31) Wherever the term Lessor or Lessee is used herein, it shall include the masculine, feminine, neuter, signature, plural, corporation or individual and either sex.

IN WITNESS WHEREOF, the said Lessor and Lessee have caused these presents to be signed in their respective names, by their respective officers and their corporate seals to be affixed, the day and year first above written.

ATTEST: CAPRI INVESTMENTS CORPORATION, Lessor
Donald D. Roselli Secretary By Robert M. Fabey President (SEAL)

ATTEST: PAIR, INC., Lessee
H. B. Fabey Secretary By Robert M. Fabey President (SEAL)

Signed, sealed and delivered in the presence of:
Margaret Jean Roselli
J. Robert Roselli
GUARANTORS
Robert M. Fabey (SEAL) Robert M. Fabey
Jimmy Davis (SEAL) Jimmy Davis
H. B. Fabey (SEAL) H. B. Fabey
Margaret Jean Roselli (SEAL) Margaret Jean Roselli

STAT
COUN
befo
resp
a Fic
who e
the e
for t
there
is th
the d
My co
STATE
COUNT
before
Secret
proc
ackno
such c
they a
said i
the da
My com

STATE OF FLORIDA
COUNTY OF PINELLAS:

I HEREBY CERTIFY that on this 6th day of May, 1968,
before me personally appeared GEORGE A. PEARSON and DONALD D. BOSSELLI,
respectively President and Secretary of CAPRI INVESTMENTS CORPORATION,
a Florida corporation, to me known to be the persons described in and
who executed the foregoing 99-year lease and severally acknowledged
the execution thereof to be their free act and deed as such officers,
for the uses and purposes therein mentioned; and that they affixed
thereto the official seal of said corporation, and the said instrument
is the act and deed of said corporation.

WITNESS my hand and official seal at St. Petersburg, Florida,
the day and year last aforesaid.

My commission expires:

W. L. Robinson
Notary Public
Notary Public, State of Florida at Large
My Commission Expires Nov. 9, 1970

STATE OF FLORIDA
COUNTY OF PINELLAS:

I HEREBY CERTIFY, that on this 6th day of May, 1968
before me personally appeared ROBERT M. PAREY, President and H.B. PAREY,
Secretary of FAIR, INC., a Florida corporation, to me known to be the
persons described in and who executed the foregoing, and severally
acknowledged the execution thereof to be their free act and deed as
such officers, for the uses and purposes therein mentioned; and that
they affixed thereto the official seal of said corporation, and the
said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at St. Petersburg, Florida,
the day and year last aforesaid.

My commission expires:

W. L. Robinson
Notary Public
Notary Public, State of Florida at Large
My Commission Expires Nov. 9, 1970

Apartment

GROUP A

- 101
- 111
- 201
- 211
- 301
- 311

GROUP C

- 103
- 104
- 203
- 204
- 303
- 304

CAPRI ISLE APARTMENTS

SECURITY DEPOSIT SCHEDULES

Apartments:

<u>GROUP A</u>		<u>GROUP B</u>		<u>GROUP B 1</u>	
101	\$2,479.00	102	\$2,322.90	107	\$2,140.20
111	2,479.00	105	2,322.90	108	2,140.20
201	2,479.00	106	2,322.90	207	2,140.20
211	2,479.00	109	2,322.90	208	2,140.20
301	2,479.00	110	2,322.90	307	2,140.20
311	2,479.00	202	2,322.90	308	2,140.20
		205	2,322.90		
		206	2,322.90		
		209	2,322.90		
		210	2,322.90		
		302	2,322.90		
		305	2,322.90		
		306	2,322.90		
		309	2,322.90		
		310	2,322.90		
 <u>GROUP C</u>		Penthouse East -		\$3,630.90	
103	\$2,853.60	Penthouse West -		3,638.80	
104	2,853.60				
203	2,853.60				
204	2,853.60				
303	2,853.60				
304	2,853.60				

38

husba

As v
and

last

Giving
4400

to hav
said a

in re
collec

perro
or des

to rec
dispos

to oth
own.

This

Name

Addr

givin
to do

be do
or ca

by ra
shall

3

scals
nine

Strain

At

Stat

County

Be

nine

M. I.

in re
dwell

and e

know
withi

be

In
of off