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82.50 Rec.  
96.600 @ D.S.

Prepared By:  
Jeffrey Drew Butt, Esquire  
Shear, Newman, Hahn & Rosenkranz, P.A.  
201 East Kennedy Boulevard, Suite 1000  
Tampa, Florida 33602

OFFICIAL RECORDS  
BOOK 2679  
PAGE 1

After Recording Return To:  
William Saba, Esquire 140  
1390 Main Street, Suite 820  
Sarasota, FL 34236

Receipt #: 880000328845-01  
Doc Stamp-Deed : 96600.00  
Karen E. Rushing, Sarasota Co.  
By: S. Cramer D.C.

SPECIAL WARRANTY DEED

Property Appraisal I.D. No. 2009-09-0014, 2009-09-0026, 2009-09-0036, 2009-09-0024  
Grantee's Taxpayer I.D. No. \_\_\_\_\_

STATE OF GEORGIA       §  
                                      §       KNOW ALL MEN BY THESE PRESENTS THAT:  
COUNTY OF DEKALB    §

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid in hand to Grantor by Hotel Associates of Sarasota Ltd., a Florida limited partnership ("Grantee"), whose mailing address is 1543 Second Street, Sarasota, Florida 34236, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee that certain tract of land located in Sarasota County, Florida more particularly described in Exhibit "A" attached hereto as a part hereof ("Real Property"), together with all improvements located thereon and all appurtenances thereunto belonging.

This conveyance is made by Grantor and accepted by Grantee subject to the matters set forth in Exhibit "B" attached hereto as a part hereof ("Permitted Exceptions").

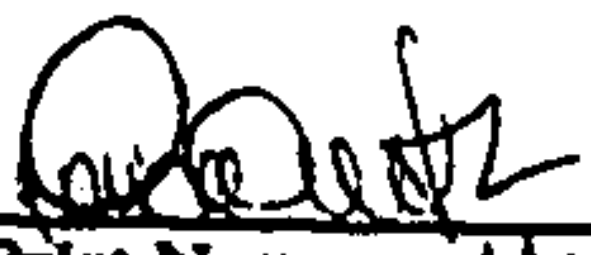
TO HAVE AND TO HOLD the Real Property together with all improvements located thereon together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its legal representatives, successors and assigns, and Grantor does hereby bind itself, its legal representatives, successors and assigns, to WARRANT and FOREVER DEFEND all and singular the Real Property unto the Grantee, its legal representatives, successors and assigns, against Grantor and every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, by its acceptance hereof, does hereby assume and agree to pay all ad valorem taxes pertaining to the Real Property for the calendar year 1994 and subsequent years.


IN WITNESS WHEREOF, the Grantor has executed this document this 14th day of October, 1994, TO BE EFFECTIVE as of the 18th day of October, 1994.

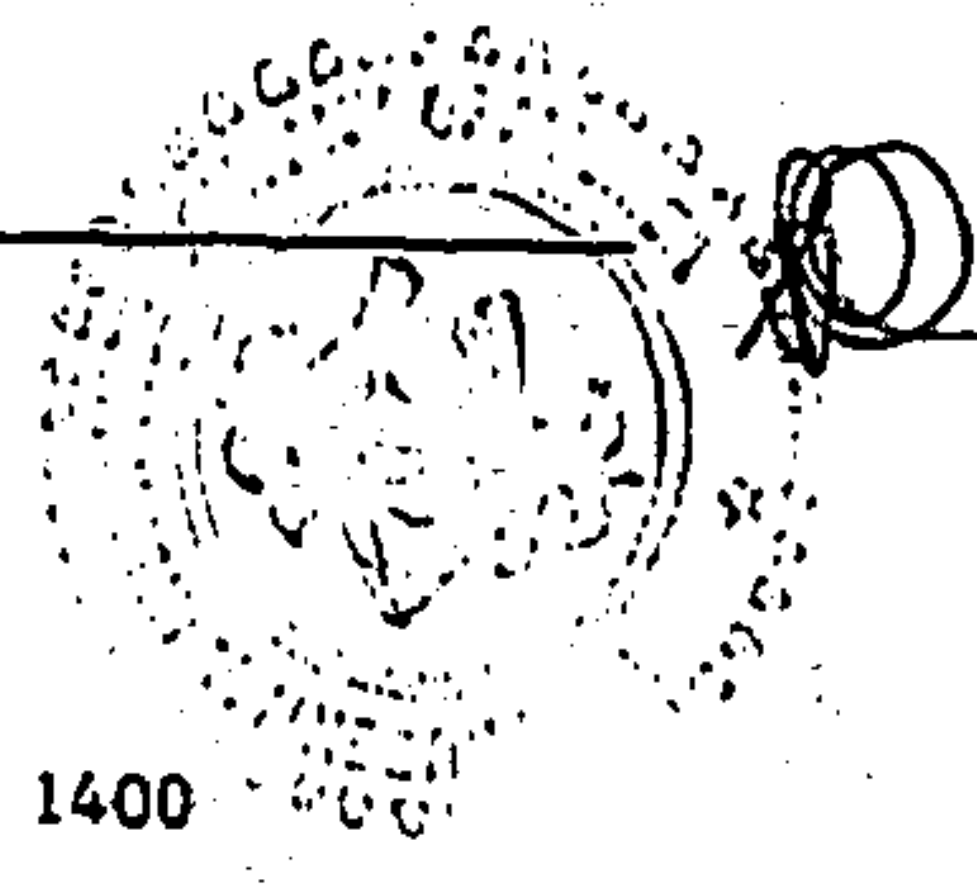
WITNESSES:

THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA, a New Jersey corporation

  
Print Name: Monica Webb

By: Collete English Dixon  
Name: Collete English Dixon  
Title: Vice President

  
Print Name: JEAN L. MOWERY



[Corporate Seal]  
Grantor's Address:  
1 Ravinia Drive, Suite 1400  
Atlanta, Georgia 30346

STATE OF GEORGIA §  
                                  §  
COUNTY OF DEKALB §

The foregoing instrument was acknowledged before me on the 14th day of October, 1994, by Collete English Dixon, who is personally known to me and who is the Vice President of The Prudential Insurance Company of America, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:

Virginia S. Brownlee  
Notary Public - State of Georgia  
Name: Virginia S. Brownlee (print)  
Commission No.: N/A

Notary Public, Gwinnett County, Georgia.  
My Commission Expires Nov. 12, 1995.

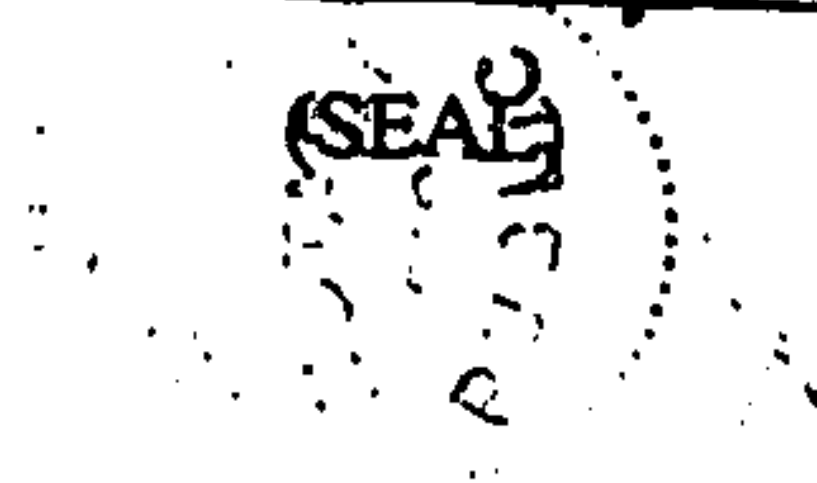


EXHIBIT "A"

DESCRIPTION OF REAL PROPERTY

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Parcel I (A fee interest in 5.272 acres of land)

Beginning at a point on the South side of 6th Street which is the Northeast corner of Lot 9 of Block "G" of the Central Broadway Subdivision of Sarasota as shown on the plat recorded in Plat Book 2 at Page 17 in Sarasota County, Florida;

Thence (1) due South along the West side of an 18-foot wide alley, 276.60 feet;

Thence (2) due West, 232.43 feet to the City Bulkhead Line marked by the face of a concrete seawall;

Thence (3) South 0° 04' 00" East along said bulkhead line and the face of said seawall, 190 feet;

Thence (4) due West across a boat basin to the face of a concrete seawall which marks another City Bulkhead Line, 230.99 feet;

Thence (5) North 0° 02' 00" seconds West along said bulkhead line and the face of said seawall, 198.30 feet;

Thence (6) South 89° 55' 00" West, 215.20 feet;

Thence (7) North 0° 06' 00", West, 267.80 feet to the South side of 6th Street; and

Thence (8) North 89° 55' 00" seconds East along the South side of 6th Street, 678.99 feet to the point of beginning.

Parcel II Non-Exclusive Easement, together with the right to use .06 acres of land immediately to the West of the North 44.5 feet of course (7) of Parcel I as described above in common with others for access to 6th Street, underground utilities, and passage between Parcel I above and Parcel III below:

Beginning at the end of course (7) of Parcel I as described above;

Thence (1) South 89° 55' 00" seconds West along the South side of 6th Street, 58.69 feet;

Thence (2) due South, 44.5 feet;

Thence (3) North 89° 55' 00" seconds East 58.77 feet; and

Thence (4) North 0° 06' 00" West 44.5 feet to the point of beginning.

**Parcel III** (A fee interest in .354 acres of land just to the West of Parcel II above subject to the air rights beginning 10 feet above the finished grade of said parcel and the support and access easements reserved in the deed of Watergate Center Limited to the Lessor, dated November 5, 1973 and recorded in Official Records Book 1024, Page 98, Public Records of Sarasota County, Florida)

Beginning at the end of course (1) of Parcel II as described above;

Thence (1) due South, 44.5 feet;

Thence (2) South 89° 55' 00" West, 200.48 feet to the Sarasota Bay face of a concrete seawall which marks a City Bulkhead Line;

Thence (3) North 0° 06' 00" West along the City Bulkhead Line and face of said seawall, 77.0 feet to the center line of 6th Street;

Thence (4) North 89° 55' 00" East along said center line, 200.61 feet; and

Thence (5) due South, 32.5 feet back to the point of beginning.

**Parcel IV** (A fee interest in .238 acres of land)

Beginning at a point on the South side of 6th Street which is 18 feet North 89° 55' 00" East of the beginning point of Parcel I as described above;

Thence (1) North 89° 55' 00" East, 100 feet to the West side of El Verona Avenue (65 feet wide);

Thence (2) due South along the West side of El Verona Avenue, 103.75 feet;

Thence (3) South 89° 55' 00" West, 100 feet to the East side of the 18-foot wide alley referred to above in the description of Parcel I; and

Thence (4) due North 103.75 feet right back to the point at which this sequence of metes and bounds began.

**Parcel V** (A fee interest in 1.546 acres of land just to the South of Parcel I subject to the air rights beginning 10 feet above the finished grade of this parcel and the support and access easements reserved by the deed from Watergate Center Limited to the Lessor, dated November 5, 1973 and recorded in Official Records Book 1024, Page 98, Public Records of Sarasota County, Florida)

Beginning at the end of course (1) of Parcel I as described above;

Thence (1) due West, 232.43 feet to the City of Bulkhead Line marked by the face of a concrete seawall;

Thence (2) South 0° 04' 00" East along said bulkhead line and the face of said seawall, 290.0 feet;

Thence (3) due East 232.09 feet;

Thence (4) due North 35 feet to the point on the South side of 4th Avenue which is the Northeast corner of Lot 9 of Block "F" of the Central Broadway Subdivision of Sarasota first referred to above in the description of Parcel I; and

Thence (5) due North along the West side of the 18-foot wide alley referred to above in the description of Parcel I, 255.0 feet back to the point of beginning.

Exhibit "B"

Permitted Exceptions

1. Any rights of others, including the rights of the public, the United States government and the State of Florida due to the fact that a portion of the Land may have been created by artificial means or by accretion.
2. The lien of all taxes and special assessment for the year 1994 and subsequent years.
3. Riparian rights, title to submerged lands being held by someone other than Seller and any rights of others, including the public, the rights of the United States government and the State of Florida due to the fact that a portion of the Land may lie waterward of the established official City Bulkhead Line of the City of Sarasota, Florida.
4. Dedication as shown in Deed dated December 1, 1959, recorded in O.R. Book 205, Page 116, Public Records of Sarasota County, Florida, of that portion of Parcel III of the captioned Land, described as a strip 32.5 feet wide by 200.61 feet long for public street and road purposes.
5. Any portion of the Land which is filled-in land is subject to the rights of the United States by reason of its control over navigation and commerce, especially in time of war for use for navigable purposes, and also rights reserved to the United States in the permit, if any, under which the Land was filled in.
6. Utility and drainage easements over, through and across Parcels I, III, IV and V of the subject Land, as reserved in Deed from Watergate Center Limited, a Florida limited partnership, to Salem-American Ventures, Inc., a Florida corporation, dated November 5, 1973, recorded November 21, 1973 in O. R. Book 1024, Page 98, Public Records of Sarasota County, Florida.
7. As to Parcels III and V of the subject Land, the air rights, structural support easements, ingress and egress easements, utility easements, drainage easements and other rights reserved in paragraphs (a), (b) and (c) set forth on pages 4 and 5 of the Warranty Deed from Watergate Center Limited, a Florida limited partnership, to Salem-American Ventures, Inc., a Florida corporation, dated November 5, 1973, recorded November 21, 1973 in O.R. Book 1024, Page 98, Public Records of Sarasota County, Florida.

•• OFFICIAL RECORDS ••  
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PAGE 6

8. Unrecorded lease with the Hyatt Corporation, its successors and assigns, dated October 31, 1973, and dockage rental agreement, dated June 15, 1994, by and between the Hyatt Corporation, d/b/a Hyatt Sarasota and Chitwood Charters, Inc.
9. Easement to Florida Power and Light Company as recorded in O.R. Book 1107, Page 838, Public Records of Sarasota County, Florida.
10. Encroachment of 4.20 feet into the air rights of Parcel V of the Land, as shown on the survey prepared by George L. Uffner, Registered Land Surveyor, Florida License No. 1795, dated August 10, 1983.
11. Rights or claims of Hyatt Corporation, as Lessee, of Hyatt's sub-tenants, licensees or concessionaires, or rights or claims of other parties in possession by, through or under any of the foregoing.
12. All equipment leases and all service, maintenance, purchase order and other contracts controlled by grantor, respecting the maintenance, operation, provisioning, or equipping of the Real Property and the hotel located thereon, including warranties and guaranties relating thereto, and booking, excluding however, insurance policies. Such contracts are listed on Exhibit "C" attached hereto and incorporated herein by reference.

## HOTEL CONTRACTS

MAINTENANCE AND SERVICE AGREEMENTS

VENDOR	TYPE	TERM	FEE	TERMINATION CLAUSE	ASSIGNABLE
Ackerly Airport Advertising Inc.	Advertising	12/8/93 - 12/7/94	\$300. per month	Prior written consent required.	Yes. Prior written consent required.
Audio Visual Rental Center. Not yet executed.	Audio visual preferred vendor.	Commencement when fully executed - continuous	20% of net rental revenue.	Either party may terminate on 30 days written notice.	Yes.
Brinks, Inc. *Note; Refused to sign Hyatt Rider.	Courier, armored car	6/1/88 - and shall continue on a year to year basis.	\$203.00 per month.	Either party may terminate on 30 days written notice.	Yes.
Budget Rent a Car Systems Inc	Vehicle use	6/18/90 - continuous.	no cost.	Either party may terminate on 30 days written notice.	Yes.
Budget Rent a Car System inc	Concession	6/18/90 - continuous	Use of van.	Either party may terminate on 30 days written notice.	Yes.
Browns Automatic Sprinklers	Semi-annual testing of fire systems	3/1/90 - continuous.	\$800/annual	Either party may terminate on 30 days written notice.	Yes.

The Assignment is either silent as to the parties' or party's right to assign or the clause states that the Agreement will bind assignees and that Contractor cannot assign without the prior written consent of Hyatt. Hyatt's right to assign is implied in the two instances.



Carmons Dry Cleaners	Dry cleaning; guest valet and uniforms	12/1/93 - continuous.	Hyatt receives 25% of gross receipts	Either party may terminate on 30 days written notice.	Yes.
Carrier Corporation Building Services Agreement not yet signed.	Chiller maintenance	3/1/94 - continuous	\$292./month		Yes.
Coca Cola Bottling Company	Vending; soft drink	10/29/92 - continuous.	One time fee.	90 days notice prior to the end of the then current term.	Yes.
Ecolab Inc. (National Agreement)	Pest control	1/5/90 - continuous.	\$891. per month.	Either party may terminate on 30 days written notice.	Yes.
Foliage Design Systems	Interior plant maintenance	1/15/93 - continuous.	\$195. per month.	Either party may terminate on 30 days written notice.	Yes.
Great Southern Steam Cleaning	Exhaust system cleaning	6/1/91 - continuous.	\$423. per month.	Either party may terminate on 30 days written notice.	Yes.
Honeywell •Note; Hyatt entity is "Hyatt Services Corporation"	Fire alarm monitoring	4/1/88 - 3/31/93 automatic one year renewal.	\$203. per quarter	Either party may cancel on 60 day notice to other party.	Yes, provided assignor gives other party 30 days prior written notice.

Interior Floors Inc.	Carpet repair.	8/31/91 - continuous.	Time and material basis.	Either party may terminate on 30 days written notice.	Yes.
Lancer, Inc.	Advertising display.	10/29/92 - continuous.	One time fee.	90 days notice prior to the end of the then current term.	Yes.
Montgomery Elevator	Elevator and escalator maintenance service	12/1/92 - 11/30/97	\$2,383. per month	None.	Yes.
Northern Trust Bank of Florida/Sarasota.	Authorize Northern Trust to check contents of Hotels post office box and deposit accordingly.	Commenced 9/17/86	None indicated.	5 days prior written notice by either party.	
Safety -Kleen Corporation	Hazardous waste removal	1/1/91 - continuous.	Schedule of fees attached.	Either party may terminate on 30 days written notice.	Yes.
Servidyne Incorporated	General maintenance on energy management system.	1/1/90 - continuous.	fixed cost per room.	90 days notice if Hyatt no longer manages the Hotel.	Prior written consent requested.
Simplex Time Recorder	Life safety; test and inspection of fire alarm system	3/1/90 - continuous.	\$637. per month.	Either party may terminate on 30 days written notice.	Yes.

The Assignment is either silent as to the parties' or party's right to assign or the clause states that the Agreement will bind assignees and that Contractor cannot assign without the prior written consent of Hyatt. Hyatt's right to assign is implied in the two instances.

Spectradyne, Inc. *National Agreement	Spectramax free to guest television channels license	7/1/93 - 6/30/00	No cost to hotel.	If Hyatt ceases to manage Hotel, either party may terminate on the termination date.	Prior written approval required.
Spectradyne, Inc. *National Agreement	Spectravision movies and other interactive services license.	7/1/93 - 6/30/00	Both parties set guest prices. Hyatt receives a percentage of gross viewing receipts. \$635. per quarter.	If Hyatt ceases to manage Hotel, either party may terminate on the termination date.	Prior written approval required.
Standard Plumbing Corporation	Pumping and disposal of waste from grease traps.	7/1/93 - continuous.	\$430/per service.	Either party may terminate on 30 days written notice.	Yes.
Suncoast Pool Service Inc	Drain and acid wash of swimming pool.	6/30/92 - continuous.	\$133. per month.	Either party may terminate on 30 days written notice.	Yes.
Suncoast Fire & Safety Equipment	Maintenance of portable extinguishers and other fire systems.	4/1/90 - continuous.	\$275.75 for each major maintenance/ inspection and \$151.75 for each minor maintenance/ inspection.	Either party may terminate on 30 days written notice.	Yes.
Tampa Armature Works Power Systems, Inc.	Maintenance and inspection on Hotels emergency generator.	6/1/90 - continuous.	Daily rate of \$45.00 + tax. (Except 1/16/94 - 4/9/94) \$88. + tax payable.	Either party may terminate on 60 days written notice.	Yes.
US Air, Inc (modification made by Hyatt not initialed by US Air.	Crew room agreement	1/1/94 - 12/31/94			

	Waste service - employee compactor.	1/1/90 - continuous.	\$1,900. month average.	Either party may terminate on 30 days written notice.	Yes.
Waste Management of Sarasota					
Associates Leasing •National Agreement	Lease of two cars.	Both 59 months	Residual value of each car is respectively \$4,252.86 and \$2,395.52	None.	Prior written consent required.
BBDO •Note; unsigned but Hotel is paying. •National Agreement	Advertising	Commences when signed.	Based on Hotel specific formula, bills sent to Hotel but reviewed by designated Hyatt representative.	90 days notice by either party. No provision for the termination of individual hotels.	No.
JRL Industries •National Agreement	Provider of thermographic surveys.	1/1/89 - 12/31/97	Day rate of \$650/payable.	Any of Hotels can be removed on 30 day notice.	Yes.
Kraft Food •National Agreement	Volume discounted food distributed.	7/1/91 - continuous.	Prices variable.	Any of Hotels can be removed on 30 day notice.	Yes.
Pepsi Cola •National Agreement	Purchase of various products.	1/1/93 - 12/31/99	Specified prices.	Termination of individual Hotel requires prompt notice to Pepsi.	Prior written consent required.
W.W. Grainger •National Agreement	Volume Discounts for certain OES.	5/31/90 - continous.	Specified discounted prices.	Prompt notice of termination for individual Hotels required.	Prior written consent required.

The Assignment is either silent as to the parties' or party's right to assign or the clause states that the Agreement will bind assignees and that Contractor cannot assign without the prior written consent of Hyatt. Hyatt's right to assign is implied in the two instances.

**COMPUTER AGREEMENTS**

VENDOR	TYPE	TERM	FEE	TERMINATION CLAUSE	ASSIGNABILITY
AT&T assumed by NCR •National Agreement	Maintenance of hardware (except printers)	09/88 - 9/93, with automatic renewals of one year periods.	Lump sum of \$20,424.58 paid. Renewal periods of \$3,400/quarter	May be cancelled by either party on 30 days notice.	Yes, prior written consent required, if AT&T assigns to an affiliate, no consent is required
Bantec •National Agreement	Maintenance of personal computers.	3 years from service start date.	\$691. per quarter.	90 days by either party after the first year.	Yes, prior written consent required.

EXHIBIT C  
27 3 2 26 11

Xerox Corporation	rental of one machine, including full maintenance by Hyatt Corporation.	6/18/93 - 1/17/96 36 months	\$515. per month with \$3,300 purchase option amount at the end of the term.	Early termination charges apply.	Prior written consent required.
Xerox Corporation	rental of one machine by Hyatt Corporation.	6/92-6/95	\$635. per month purchase option.	Early termination charges apply.	Prior written consent required.
Xerox Corporation	rental of one machine by Hyatt Corporation.	continuous.	\$171. per month.	Early termination charges apply.	Prior written consent required.

EXHIBIT C

<p>Hyatt Corporation</p>	<p>Support Service Agreement with Prudential Insurance Company of America for maintenance and support of PMS equipment and software. License to use PMS software on the PMS equipment owned/lease by Owner.</p>	<p>Date of installation - continuous.</p>	<p>\$3,130.00 per month. 5 year prepaid sum of \$20,424.58 paid to AT&amp;T; covers PMS hardware maintenance. (Except Dataproducts Printer maintained by Intellogic Trace at \$274.86 per month). * Note; Our files indicate that Intellogic Trace no longer contracts with Hyatt.</p>	<p>30 day written notice, or automatically on date of Management Agreement termination.</p>	<p>Either party may assign agreement to an affiliate or assign its right to receive payment Addendum #1. If owner sells Hotel and Hyatt or an affiliate of Hyatt "is expected to" continuous to Lease/Operate Hotel. Owner can assign Agreement provided, (i) Hyatt has 10 days notice prior to the anticipated closing of the same (ii) the Purchaser assumes all execution obligations, and (iii) Owner will be obligated until Hyatt receives credit information and release owner.</p>
<p>Intellogic Trace</p>	<p>Maintenance of printers</p>	<p>Agreement has expired.</p>	<p>\$1,234 per quarter.</p>	<p>Operating on a month to month basis.</p>	

EXHIBIT C  
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**MUSIC AGREEMENTS**

VENDOR	TYPE OF SERVICE	TERM	FEE	TERMINATION CLAUSE	ASSIGNABLE
BMI, Broadcast Music, Inc.	License Agreement with Hyatt Corporation for recorded and live music	1/1/90 - 12/31/94 Continuous. Can cancel 30 days prior to the end of any 1 year period	\$380./annual	60 days after Licensor receives cancellation notice from Licensee, prorated adjustments will be made, provided that Licensee is not paying a fee lower than the lowest listed license fee on applicable schedule.	Yes, but assignment does not relieve assignors obligation's.
Sesac, Inc.	License Agreement with Hyatt Corporation for public performance of live music	1/1/88 - 12/31/92 Automatic renewal of 1 year terms, unless 90 days written notice given prior to the expiration of the then current term.	\$307.93 annual.	See Term.	Yes, prior notice required, assignors' obligations not relieved. • Mechanical music not included in license.

EXHIBIT C  
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**UTILITY AGREEMENTS**

<b>VENDOR</b>	<b>TYPE OF SERVICE</b>	<b>TERM</b>	<b>FREE</b>	<b>TERMINATION CLAUSE</b>	<b>ASSIGNABLE</b>
Cincinnati Bell Information Systems, Inc.	Telephone Bill Audit Agreement.	No Term indicated.	\$1500. or 30% of all one-time refunds, whichever is greater. Plus \$500	Hyatt can cancel at the end of any phase .	Yes.
Florida Power and Light Company	Meter Pulse data/facility agreement.	11/10/87 - ongoing.	\$4.21 rental fee per month.	Either party may terminate on 30 days written notice.	No.
GTE Not yet executed.	Public telephone installation and operation	2/1/94 - 1/31/99	Hyatt receives 10% of local revenue.	Either party may terminate on 60 days prior to the end of the then current term.	Prior written consent required.
NEC	Maintenance on phone switch.	12/1/91 - 11/30/01	\$1,292.22 per month.	Hyatt may cancel on 30 days prior written notice.	Yes.

EXHIBIT C  
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**EQUIPMENT LEASES**

VENDOR	TYPE	TERM	FEE	TERMINATION CLAUSE	ASSIGNABLE
Alphanet Telecom, Inc.	In-room fax machine rental by Hyatt Corporation.	4 years from the date of installation.	\$7.50/per machine, per month.	Can terminate without penalty on 65 days notice at the end of each 1 year term. Can not use other in room fax vendor if terminated in first year of agreement.	Yes. Prior written consent required.
America Paging Company	Rental of 5 pagers by Hyatt Corporation.	1/27/94 - 1/27/95	\$98/month plus usage.	None.	Yes.
Hewlett Packard	Lease of CPU by Prudential Insurance Company of America.	commencement 36 Months from 1/22/94.	\$922/per month	None.	Prior written consent required, which shall not be unreasonably withheld.
Linc Financial	Lease of network equipment by Hyatt Corporation.	Commenced 3/90 for 60 months	\$1,752.88/month.	None.	No.
Pitney Bowes	Rental of mail machine and scale by Hyatt Corporation.	11/93 - 63 months.	\$409.81 per month.	None.	Prior written consent required.
Tropical Music Services, Inc.	Rental of music tape equipment by Hyatt Corporation.	7/19/81 - continuous.	\$74/month 61 130 46	Either party may terminate on 60 days notice to the other party.	Yes.

EXHIBIT C  
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RECORDED IN OFFICIAL RECORDS  
RECORD NO. 6113046  
OCT 19 1994  
SARASOTA COUNTY, FL  
CLERK OF COURT  
J. L. WASHINGTON