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Prepared by and Return to:
David R. Singleton
Holland & Knight LLP
P.O. Box 1288
Tampa, FL 33601-1288

RECORDED IN OFFICIAL RECORDS
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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
DCOURSEY Receipt#1348802
Doc Stamp-Deed: 20,398.00

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STATUTORY WARRANTY DEED

THIS STATUTORY WARRANTY DEED ("**Deed**") is made this 30th day of December, 2010, by Venice Plaza Shopping Center, Ltd., a Florida limited partnership, whose address is 3629 Madaca Lane, Tampa, Florida 33618 ("**Grantor**") in favor of Eagle FL I SPE, LLC, a North Carolina limited liability company, whose address is 400 North Tampa Street, Suite 2300, Tampa, Florida 33602 ("**Grantee**").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns, that certain lot, piece or parcel of land, situate, lying and being in Sarasota County, Florida and more fully described as follows (the "**Property**"):

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same in fee simple, together with, all and singular, the appurtenances there unto belonging or appertaining, together with all improvements and fixtures situated thereon, and all estate, right, title, interest, lien, equity and claim, whatsoever of Grantor, either in law or in equity only, to the use, benefit, and behoof of the said Grantee forever, title to the improvements thereon being already vested in Grantee.

Grantor declares that this conveyance is freely and fairly made and that there are no agreements, oral or written, other than this Deed between Grantor and Grantee with respect to the Property, and that the value of the Property does not exceed the amount of the consideration for this Deed.

Grantor hereby fully warrants that the title to the Property is free and clear of all liens and encumbrances created by Grantor except for taxes for the year 2010 and subsequent years and the permitted encumbrances set forth on Exhibit "B" attached hereto and made a part hereof; and this reference thereto shall not serve to reimpose same, and will defend same against the lawful claims of all persons whomsoever.

The Grantee accepts this conveyance in lieu of foreclosure of the above-described Mortgage from Grantor and Grantee, but on the condition that the Grantor has conveyed hereby a good and marketable fee simple title, subject to no intervening liens, encumbrances or adverse interests, except as set forth herein.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its proper officer thereunto duly authorized, the day and year first above written.

VENICE PLAZA SHOPPING CENTER, LTD.,
a Florida limited partnership

By: Venice Holdings, Inc., a Florida corporation, as its general partner

By: _____
Richard L. Trzcinski, as its President

_____
Print Name William T. Conway

_____
Print Name DAVID FINGLETON

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 30th day of December, 2010, by Richard L. Trzcinski, as President of Venice Holdings, Inc., a Florida corporation, as general partner of Venice Plaza Shopping Center, Ltd., a Florida limited partnership, on behalf of the corporation and the partnership. He is personally known to me or has produced _____ as identification.

ANGELA M. SCALZO
Commission # DD 891854
Expires May 31, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

_____ (SEAL)
Printed/Typed Name: Angela M. Scalzo
Notary Public-State of _____
Commission Number: _____

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Exhibit A

Venice Plaza Office Park, a condominium, according to the Declaration of Condominium, recorded in Clerk's File No. 2010 073324, of the Public Records of Sarasota County, Florida, together with an undivided share or interest in the common elements appurtenant thereto; less and except Unit 1491-A of Venice Plaza Office Park, a condominium as conveyed by Special Warranty Deed recorded in Clerk's File No. 2010 073326, Sarasota County, Florida.

TOGETHER WITH easements for the benefit of the above described parcel as created by and set forth in the certain Amended and Restated Declaration of Restrictive Covenants and Conditions and Grant of Easements recorded in Clerk's File No. 2000 107670; LESS AND EXCEPT any part thereof lying within the lands deeded to Sarasota County by Clerk's File No. 2002 044119, both of the Public Records of Sarasota County, Florida.

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Exhibit B
Venice Plaza Shopping Center Office Condo
Permitted Exceptions

1. Taxes and assessments for the year 2010 and subsequent years. , which are not yet due and payable.

2. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.

3. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

4. Resolution of the Board of County Commissioners, Special Exception No. 991 recorded in Official Records Book 1750, Page 1358.

5. Notice of Stipulations and Limitations Encumbering Real Property Pursuant to the Sarasota County Zoning Code recorded in Official Records Book 1755, Page 928.

6. Notice of Stipulations and Limitations Encumbering Real Property Pursuant to the Sarasota County Zoning Code recorded in Official Records Book 1755, Page 932.

7. Easement in favor of Florida Power & Light Company set forth in instrument recorded in Official Records Book 1854, Page 2538. (affects easement)

8. Easement in favor of Florida Power & Light Company set forth in instrument recorded in Official Records Book 1854, Page 2540.

9. Easement in favor of Florida Power & Light Company set forth in instrument recorded in Official Records Book 1854, Page 2541.

10. Easement in favor of Florida Power & Light Company set forth in instrument recorded in Official Records Book 1855, Page 190.

11. Easement in favor of Florida Power & Light Company set forth in instrument recorded in Official Records Book 1865, Page 1639.

12. Easement in favor of Florida Power & Light Company set forth in instrument recorded in Official Records Book 1865, Page 1640.

13. Developer's Agreement recorded in Official Records Book 1918, Page 1930; as modified by Amendment recorded in Official Records Book 2387, Page 1124.

14. Right-of-Way Easement in favor of Pinebrook Development Associates recorded in Official Records Book 2059, Page 2084; as amended by Amendment to Agreement to Grant Easements recorded in Official Records Book 2560, Page 697. (affects easement estate)

15. Notice of Stipulations and Limitations Encumbering Real Property Pursuant to the Sarasota County Zoning Code recorded in Official Records Book 2139, Page 544. (affects easement estate)

16. Petition for Annexation of Contiguous Property to City of Venice and Ordinance No. 1405-90 recorded in Official Records Book 2199, Page 1; and Ordinance No. 1405-90 Annexing Contiguous Land recorded in Official Records Book 2199, Page 3. (affects easement estate)

17. Pre-Annexation Agreement recorded in Official Records Book 2411, Page 296. (affects easement estate)

18. Easement(s) and matters as contained in Agreement and Grant of Easement recorded in Clerk's File No. 1999 086136.

19. Restrictions, covenants, conditions and easements, which include provisions for a private charge or assessment, as contained in that certain Declaration of Restrictions, Covenants and Conditions and Grant of Easements recorded in Clerk's File No. 1999 086137; as affected by Amended and Restated Declaration recorded in Clerk's File No. 2000 107670; Consent recorded in Clerk's File No. 2000 112820.

20. Restrictions, easements and matters as set forth in Memorandum of Lease from Venice Plaza Shopping Center, Ltd., a Florida limited partnership to Publix Super Markets, Inc., a Florida corporation recorded in Clerk's File No. 1999 086143; as modified by First Addendum to Memorandum of Lease recorded in Clerk's File No. 2001 001534; Second Amendment to Memorandum of Lease recorded in Clerk's File No. 2004 049379; and Third Amendment to Memorandum of Lease recorded in Clerk's File No. 2005 221932.

21. Easement(s) and matters as contained in Agreement and Grant of Easement recorded in Clerk's File No. 1999 103832.

22. Easement in favor of Florida Power & Light Company set forth in instrument recorded in Clerk's File No. 2000 063054.

23. Easement in favor of City of Venice set forth in instrument recorded in Clerk's File No. 2000 089174.

24. Amended and Restated Easement Agreement recorded in Clerk's File No. 2000 112592.

25. Restrictions, easements and matters as set forth in Memorandum of Lease from Venice Plaza Shopping Center, Ltd., a Florida limited partnership to AmSouth Bank, an Alabama state banking corporation recorded in Clerk's File No. 2000 112876.

26. Easement set forth under Exhibit B of the Special Warranty Deed recorded in Clerk's File No. 2000 115800.

27. Easement in favor of City of Venice set forth in instrument recorded in Clerk's File No. 2001 166129.

28. Easement in favor of City of Venice set forth in instrument recorded in Clerk's File No. 2001 166155, (affects easement estate)

29. Terms, conditions and matters contained in the unrecorded Assignment and Memorandum of Assignment recorded December 16, 2002, in Clerk's File No. 2002 209099; as partially released by documents recorded in Clerk's File No. 2003 158811; and Clerk's File No. 2003 161199.

30. Easement in favor of Florida Power & Light Company set forth in instrument recorded in Clerk's File No. 2003 042517. (affects easement estate)

31. Easement in favor of City of Venice set forth in instrument recorded in Clerk's File No. 2003 060831. (affects easement estate)

32. Easement in favor of City of Venice set forth in instrument recorded in Clerk's File No. 2003 135409. (affects easement estate)

33. Restrictions, easements and matters as set forth in Memorandum of Lease from Venice Plaza Shopping Center, Ltd., a Florida limited partnership to Sarasota Coastal Credit Union, a state chartered credit union recorded in Clerk's File No. 2005 255042.

34. Restrictive covenants, conditions, easements and other matters as set forth on the Plat of Venice Commons recorded September 26, 2006, in Plat Book 46, Pages 20 and 20A, inclusive.

35. Easement in favor of Florida Power & Light Company recorded in Clerk's File No. 2007 000538.

36. Grant of Easement in favor of the City of Venice, recorded in Clerk's File No. 2007 179436.

37. Easement in favor of Florida Power & Light Company recorded in Clerk's File No. 2008 134214.

38. Terms, covenants, conditions, restrictions, easements, assessments and possible liens created by and set forth in the Declaration of Condominium recorded June 16, 2010, in Clerk's File No. 2010 073324; and as supplemented by Venice Plaza Office Park Land Condominium plat recorded in Condominium Book 42, at Page 16, of the Public Records of Sarasota County, Florida, as amended, including, but not limited to one or more of the following: provisions for private charges or assessments; liens for liquidated damages; and/or option, right of first refusal or prior approval of a future purchaser or occupant; but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

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