

ATTACHMENT B
PROOF OF OWNERSHIP

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Chicago Title Insurance Company
Issuing Office: 2203 North Lois Ave, Suite 450
Tampa, FL 33607
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 10973861
Issuing Office File Number: 230447-NCS/402300116SJ
Property Address: 2700 Stirling Road
Hollywood, FL
Revision Number: Rev. 06/27/2024

SCHEDULE A

1. Commitment Date: 06/21/2024 at: 8:00 AM
2. Policy to be issued:
 - A. 2021 ALTA Owner's Policy with Florida Modifications
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below
Proposed Amount of Insurance: \$10,000.00
The estate or interest to be insured: Leasehold Estate
3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)*

Leasehold Estate
4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)*

[Taco Bell of America, Inc., a Delaware corporation and, as disclosed in the Public Records, has been since April 25, 1995.](#)
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

By: *Susie Jackson*
Authorized Officer or Agent

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Assignment of Lease by Taco Bell of America, Inc., a Delaware corporation, Assignor, to the proposed insured of that certain lease by and between SFA Atlantis Associates, L.P., lessor and Taco Bell Corp., Lessee, Grantee, recorded in Official Records [Book 23370, Page 50](#).

Together with proof that Taco Bell of America, Inc., a Delaware corporation is currently in good standing under the laws of the State of Delaware. If the current transaction involves: (i) the disposition of substantially all of a corporation's property or assets; (ii) the conveyance of corporate property to an officer, director or agent who is also a signatory; (iii) conveyance of property for minimum consideration; or (iv) the execution of documents incident to the transaction by a person other than the president, chief executive officer or any vice-president with a corporate seal, then a recordable resolution of the corporation's Board of Directors, Shareholders and/or Members must be obtained.

5. Proof of payment of any outstanding assessments in favor of Broward County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Broward County, Florida, any special taxing district and any municipality.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

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

7. Provide the Company with an Estoppel Affidavit from the Lessor of the Lease described in Schedule A or his/her/its successors or assigns, stating that: A. The Lease is still in full force and effect, and there has been no default in the payment of rent; B. There are no defaults under any other terms, covenants or conditions of the Lease; and C. There are no charges which the Lessor, his successors or assigns, claim to be additional liens upon the Leasehold Estate.
8. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.

SCHEDULE B, PART I Requirements

9. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
10. The Proposed Policy Amount(s) must be disclosed to the Company, and subject to approval by the Company, entered as the Proposed Policy Amount. An owner's policy should reflect the purchase price or full value of the Land. A loan policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
11. An Affidavit in form acceptable to Chicago Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating that: (A) there are no parties in possession of the subject property other than said current record owner(s); (B) there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (C) there are no unrecorded assessments which are due and payable and; (D) there have been no improvements made to or upon the subject property within the last ninety (90) day period for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to the Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.
12. The Company requires proof of good standing for _____ in its state of incorporation or state of organization. (all depends if you have a corp or an llc taking title)
13. This is a preliminary commitment that requires the review and approval by the underwriting department for the company and/or state underwriting counsel. Accordingly, this commitment is not effective to bind the Company until the necessary approval is obtained from the underwriting department and/or state underwriting counsel. The company reserves the right to add additional requirements and/or exceptions as deemed necessary upon said review.
14. Issuing agent must obtain from the Company or perform themselves a title update three (3) business days prior to closing, to verify that no adverse matters or defects appear in the public records.

SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any lien provided by County Ordinance or 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.
5. Subject to any and all matters set forth on the Plat of HOLLYWOOD COMMERCIAL CENTER recorded in [Plat Book 117, Page\(s\) 36](#), as affected by Agreement to Place Notation on Plat, recorded January 22, 1993, in Official Records [Book 20295, Page 340](#).
6. Easement granted to Florida power & Light company, from Joseph Villella and Jennie Villella, recorded September 14, 1971, in Official Records [Book 4608, Page 618](#).
7. Matters shown on Surveyor's Affidavit recorded September 5, 1978, in Official Records [Book 7750, Page 761](#).
8. Grant of Easement granted to Robert L. Grant, individually and as Trustee, his successors, assigns, lessees, mortgagees, invitees, nominees and designees, from Robert L. Grant, individually and as Trustee, recorded in Official Records [Book 7840, Page 382](#).
9. Easement granted to Florida Power & Light Company, from Robert L. Grant and Sidney Shapiro, recorded April 4, 1980, in Official Records [Book 8829, Page 842](#).
10. Utility Easement granted to the city of Hollywood, a Florida municipal corporation, from Robert L. Grant, individually and as Trustee, recorded July 8, 1980, in Official Records [Book 8999, Page 601](#).

SCHEDULE B, PART II Exceptions

11. Non-exclusive perpetual easement to McDonald's corporation d/b/a McDonald's Corporation, a Delaware company, as disclosed in Warranty Deed, recorded October 6, 1983, in Official Records [Book 11183, Page 501](#).
12. Terms and conditions of the Agreement between Robert L. Grant, as Trustee and McDonald's corporation, a Delaware company, recorded October 6, 1983, in Official Records [Book 11183, Page 507](#); as re-recorded 10/19/83 in Official Records [Book 11211, Page 287](#); as affected by Limited Waiver, recorded March 21, 1995, in Official Records [Book 23254, Page 345](#).
13. Ordinance No. 90-25, recorded September 7, 1990, in Official Records [Book 17737, Page 179](#).
14. Terms and conditions of the Agreement between Broward County and STS Land Associates, L.P., STS Building Associates, L.P. and SFA Atlantis Associates, L.P., its successors and assigns, whose managing general partner is Hollywood Inc., a Delaware corporation, recorded September 18, 1990, in Official Records [Book 17762, Page 553](#); as affected by Amendment to Agreement, in Official Records [Book 20099, Page 254](#); and Agreement between STS Land Associates, L.P. and Broward County, in Official Records [Book 20099, Page 289](#); and Amendment to Second Concurrency Agreement, in Official Records [Book 20744, Page 757](#); as affected by Third Traffic Concurrency Agreement, in Official Records [Book 23193, Page 441](#), as affected by Fourth Traffic Concurrency Agreement, recorded in Official Records [Book 26083, Page 857](#), and as amended by instrument recorded in Official Records [book 32379, Page 1557](#).
15. Notice of Preliminary Development Agreement between STS Land Associates, L.P., STS Building Associates, L.P. and SPA Atlantis Associates, L.P., recorded May 13, 1992, in Official Records [Book 19477, Page 917](#).
16. Ordinance No. 92-11, recorded May 15, 1992, in Official Records [Book 19486, Page 962](#).
17. Notice of Adoption of a Development Order for the Oakwood Plaza Substantial Deviation to the Oakwood Center Development of Regional Impact in the City of Hollywood, recorded July 15, 1992, in Official Records [Book 19683, Page 124](#); as affected by Amendment recorded August 23, 1993, in Official Records [Book 21017, Page 944](#).
18. Terms, covenants, conditions, rights, duties and obligations contained in that certain Lease between SPA Atlantis Associates, L.P., a Delaware corporation, Lessor, and KMart Corporation, a Michigan corporation, Lessee, as disclosed in Memorandum of Lease recorded January 30, 1993, in Official Records [Book 20319, Page 778](#), as affected by Subordination, Non-disturbance and Attornment Agreement, recorded March 23, 1994, in Official Records [Book 21906, Page 318](#).
19. Terms, conditions, rights, duties and obligations of that certain Lease between S.F.A. Atlantis Associates, L.P., a Delaware corporation, Lessor, and Ross stores, Inc., a Delaware corporation, Lessee, as disclosed in Memorandum of Lease, recorded March 22, 1993, in Official Records [Book 20470, Page 165](#), as affected by Subordination, Attornment and Non-Disturbance Agreement, recorded March 23, 1994, in Official Records [Book 21906, Page 295](#).
20. Terms, conditions, rights, duties and obligations of that certain Lease between S.F.A. Atlantis Associates, L.P., a Delaware limited partnership, Lessor, and PNS Stores, Inc., a California corporation, Lessee, as disclosed in Memorandum of Lease, recorded June 17, 1993, in Official Records [Book 20795, Page 328](#); as affected by Agreement, recorded April 18, 1994, in Official Records [Book 22017, Page 419](#); and Memorandum of Lease, recorded September 6, 1993, in Official Records [Book 21082, Page 290](#); as affected by Subordination, Non-Disturbance, Recognition & Attornment Agreement, recorded March 23, 1994, in Official Records [Book 21906, Page 302](#).

SCHEDULE B, PART II Exceptions

21. Terms, conditions, rights, duties and obligations of that certain Lease between Theater Acquisition, L.P., a Delaware limited partnership, Lessee, and SFA Atlantis Associates, L.P., a Delaware limited partnership, Lessor, as disclosed in Memorandum of Lease, recorded August 23, 1993, in Official Records [Book 21018, Page 457](#), as affected by Amendment to Lease and Memorandum of Lease, recorded October 13, 1993, in Official Records [Book 21253, Page 299](#); and Subordination, Non-Disturbance & Attornment Agreement, recorded March 23, 1994, in Official Records [Book 21906, Page 308](#).
22. Terms and conditions of the Agreement for Easements, Covenants and Restrictions Affecting Land between SFA Atlantis Associates, L.P., a Delaware limited partnership, and Tandy Corporation, a Delaware corporation and STS Building Associates, L.P., a Delaware limited partnership, and STS Land Associates, L.P., a Delaware limited partnership, recorded March 13, 1994, in Official Records [Book 21877, Page 304](#).
23. Mortgage and Security Agreement in the amount of \$40,000,000.00 from SPA Atlantis Associates, L.P., to Barnett Bank of Broward County, N.A. and Credit Lyonnais New York Branch, recorded March 23, 1994, in Official Records [Book 21906, Page 228](#); as affected by Spreader Agreement, recorded April 13, 1994, in Official Records [Book 21998, Page 514](#); as assigned in Official Records [Book 25214, Page 366](#); as affected by Assumption Agreement recorded in Official Records [Book 25214, Page 384](#); consolidated, amended and restated in Official Records [Book 25214, Page 411](#); Second Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Notice of Future Advance, recorded in Official Records [Book 4603, Page 740](#); as assigned to JPMorgan Chase Bank, N.A., by instrument recorded as Official Records Instrument Number [113439893](#); Third Amended and Restated Mortgage, Security Agreement, Financing Statement, Fixture Filing and Assignment of Rents, recorded as Official Records Instrument Number [113439894](#).
24. Assignment of Leases and Rents from Oakwood Plaza Limited Partnership, a Delaware limited partnership, to JPMorgan Chase Bank, N.A., recorded January 6, 2016, as Official Records Instrument Number [113439895](#).
25. UCC-1 Financing Statement, recorded as January 6, 2016, Official Records Instrument Number [113439896](#).
26. Terms, conditions, rights, duties and obligations of that certain Lease between The Clothestime, Inc., a Delaware corporation, Lessee, and SPA Atlantis Associates, L.P., a Delaware limited partnership, Lessor, as disclosed in Subordination, No-Disturbance and Attornment Agreement, recorded March 23, 1994, in Official Records [Book 21906, Page 313](#).
27. Terms, conditions, rights, duties and obligations of that certain Lease between SFA Atlantis Associates, L.P., a Delaware corporation, Lessor, and Builders Square, Inc., Lessee, as disclosed in Subordination, No-Disturbance and Attornment Agreement, recorded March 23, 1994, in Official Records [Book 21906, Page 325](#).
28. Terms, conditions, rights, duties and obligations of that certain Lease between SFA Atlantis Associates, L.P., a Delaware limited partnership, Lessor, and Barnes & Noble Superstores, Inc., a Delaware corporation f/k/a Bookstop, Inc., Lessee, as disclosed in Subordination, Attornment and Non-Disturbance Agreement, recorded March 23, 1994, in Official Records [Book 21906, Page 332](#).
29. Terms, conditions, rights, duties and obligations of that certain Lease between SFA Atlantis Associates, L.P., a Delaware limited partnership, Lessor, and Store #30, Inc., Lessee, as disclosed in Subordination, Attornment and Non-Disturbance Agreement, recorded March 23, 1994, in Official Records [Book 21906, Page 339](#).
30. Terms, conditions, rights, duties and obligations of that certain Lease between SFA Atlantis Associates, L.P., a Delaware limited partnership, Lessor, and Eagles Fashion Club, Inc., Lessee, as disclosed in Subordination, Attornment and Non-Disturbance Agreement, recorded March 23, 1994, in Official Records [Book 21906, Page 345](#).

SCHEDULE B, PART II Exceptions

31. Terms, conditions, rights, duties and obligations of that certain Lease between SFA Atlantis Associates, L.P., a Delaware limited partnership, Lessor, and Creative Hairdressers, Inc., Lessee, as disclosed in Subordination, Attornment and Non-Disturbance Agreement, recorded March 23, 1994, in Official Records [Book 21906, Page 351](#).
32. Terms, conditions, rights, duties and obligations of that certain Lease between SFA Atlantis Associates, L.P., a Delaware limited partnership, Lessor, and Jean Nicole, Inc., Lessee, as disclosed in Subordination, Attornment and Non-Disturbance Agreement, recorded March 23, 1994, in Official Records [Book 21906, Page 359](#).
33. Terms, conditions, rights, duties and obligations of that certain Lease between SFA Atlantis Associates, L.P., a Delaware limited partnership, Lessor, and Linen Supermarket, Inc., Lessee, as disclosed in Subordination, Attornment and Non-Disturbance Agreement, recorded March 23, 1994, in Official Records [Book 21906, Page 369](#).
34. Terms, conditions, rights, duties and obligations of that certain Lease between SFA Atlantis Associates L.P., a Delaware limited partnership, Lessor, and OfficeMax, Inc., Lessee, as disclosed in Subordination, Non-Disturbance and Attornment Agreement, recorded March 23, 1994, in Official Records [Book 21906, Page 376](#).
35. Terms, conditions, rights, duties and obligations of that certain Lease between SFA Atlantis Associates L.P., a Delaware limited partnership, Lessor, and Petstuff, Inc., a Delaware corporation, Lessee, as disclosed in Subordination, Non-Disturbance & Attornment Agreement, recorded March 23, 1994, in Official Records [Book 21906, Page 381](#).
36. Terms, conditions, rights, duties and obligations of that certain Lease between SFA Atlantis Associates L.P., a Delaware limited partnership, Lessor, and The Bag Shop/East Hollywood, Inc., a Florida corporation. Lessee, as disclosed in Subordination, Non-disturbance & Attornment Agreement, recorded March 23, 1994, in Official Records [Book 21906, Page 386](#).
37. Terms, conditions, rights, duties and obligations of that certain Lease between SFA Atlantis Associates, L.P., a Delaware limited partnership, Lessor, and G & G Shops of North Carolina, Lessee, as disclosed in Subordination, Attornment and Non-Disturbance Agreement, recorded March 23, 1994, in Official Records [Book 21906, Page 391](#).
38. Terms, conditions, rights, duties and obligations of that certain Lease between SFA Atlantis Associates, L.P., a Delaware limited partnership, Lessor, and The Shoe Works, Inc., Lessee, as disclosed in Subordination, Attornment and Non-Disturbance Agreement, in Official Records [Book 21906, Page 401](#).
39. Terms, conditions, rights, duties and obligations of that certain Lease between SFA Atlantis Associates, L.P., a Delaware limited partnership, Lessor, and H. J. Wilson Co., Inc., a Louisiana corporation, Lessee, as evidenced by Memorandum of Lease, recorded April 12, 1993 in Official Records [Book 20543, Page 906](#); as affected by Subordination, Non-Disturbance and Attornment Agreement, recorded in Official Records [Book 21906, Page 407](#); and as further affected by amendment recorded as Official Records Instrument Number [112915935](#).
40. Terms, conditions, rights, duties and obligations of that certain Lease between SFA Atlantis Associates L.P., a Delaware limited partnership, Lessor, and Marshalls of Hollywood-Oakwood, FL., Inc., Lessee, as disclosed in Subordination, Non-Disturbance and Attornment Agreement, in Official Records [Book 21933, Page 267](#).

SCHEDULE B, PART II Exceptions

41. Terms, conditions, rights, duties and obligations of that certain Lease between SFA Atlantis Associates L.P., a Delaware limited partnership, Lessor, and Tandy Corporation, a Delaware corporation, Lessee, as disclosed in Subordination, Non-Disturbance and Attornment Agreement, recorded in Official Records [Book 21926, Page 310](#).
42. Declaration of Easement by STS Land Associates, L.P., a Delaware limited partnership and SFA Atlantis Associates, L.P., a Delaware limited partnership, in Official Records [Book 22874, Page 952](#).
43. Terms, covenants, conditions, rights, duties and obligations contained in that certain Lease between SFA Atlantis Associates, L.P., a Delaware limited partnership, Lessor, and Taco Bell Corp., a California corporation, Lessee, as disclosed in Short Form Lease, recorded April 25, 1995, in Official Records [Book 23370, Page 50](#), as affected by Subordination, Attornment and Non-Disturbance Agreements, in Official Records [Book 23370, Page 55](#); Official Records [Book 25412, Page 492](#); and Official Records [Book 29177, Page 1408](#); now held by Taco Bell of America, Inc., a Delaware corporation by virtue of Assignment of Lease, recorded in Official Records [Book 28869, Page 1920](#); now held by Taco Bell of America, Inc., a Delaware corporation by virtue of Assignment of Lease, recorded in Official Records [Book 28869, Page 1920](#).
44. Declaration of Restrictive Covenants by SFA Atlantis Associates, L.P., a Delaware limited partnership, recorded April 25, 1995, in Official Records [Book 23370 Page 61](#).
45. Declaration of Restrictions by Oakwood Plaza Limited Partnership, a Delaware limited partnership, recorded May 9, 1997, in Official Records [Book 26400, Page 304](#), and re-recorded in Official Records [Book 29960, Page 1832](#).
46. Notice of Adoption of Development Order by the City of Hollywood, recorded May 12, 1995, in Official Records [Book 23447, Page 317](#), as amended by instrument recorded in Official records [Book 25011, Page 312](#).
47. City of Hollywood Oakwood Plaza Conveyance Agreement recorded October 9, 1996, in Official Records [Book 25505, Page 667](#).
48. Non-Exclusive Deed of Utility easement in favor of Florida Power & Light Company, recorded May 18, 1995, in Official Records [Book 23465, Page 172](#).
49. Non-Exclusive Deed of Utility easement in favor of Florida Power & Light Company, recorded May 18, 1995, in Official Records [Book 23657, Page 771](#).
50. Declaration of Easements and Covenants, Conditions and Restrictions and notice of Lien Rights and Option to Repurchase, recorded February 1, 2002, recorded in Official Records [Book 32715, Page 599](#).
51. Transportation Concurrency Agreement Relating to Plats and Un-platted Land within the Rescinded Oakwood Plaza DRI, recorded December 6, 2012, in Official Records [Book 49303, Page 1500](#).
52. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.
53. NOTE: Notice by Landlord that Real Property is not Subject to Construction Liens for Improvements made by Lessees, recorded in Official records [Book 47023, Page 1132](#).
54. NOTE: ALTA 13 Leasehold Endorsement will be issued with the Policy(ies).

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent.

C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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SCHEDULE B, PART II Exceptions

Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this form shall refer to the public records of Broward County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Chicago Title Insurance Company, 13800 NW 14th Street, Sunrise, FL 33323; Telephone 954-217-1744.

EXHIBIT "A"

Leasehold Estate created by Lease dated August 9, 1994 and executed by SFA Atlantis Associates, L.P., a Delaware limited partnership, as Lessor, and Taco Bell Corp., a California corporation, as Lessee, recorded April 25, 1995 in Official Records [Book 23370, Page 50](#), now held by Taco Bell of America, Inc., a Delaware corporation by virtue of Assignment of Lease, recorded in Official Records [Book 28869, Page 1920](#), of the Public Records of Broward County, Florida, demising for a term of years, the following property:

PARCEL I:

Lot 1-B, HOLLYWOOD COMMERCIAL CENTER, according to the plat thereof, recorded in [Plat Book 117, Page 36](#), Public Records of Broward County, Florida.

PARCEL II:

A non-exclusive easement for ingress and egress for vehicular and pedestrian purposes as disclosed in Grant of Easement dated October 26, 1978, recorded in Official Records [Book 7840, Page 382](#), Public Records of Broward County, Florida.

CHICAGO TITLE INSURANCE COMPANY

13800 NW 14th Street, Suite 190, Sunrise, Florida 33323

PROPERTY INFORMATION REPORT

File Number: 11854746

Reference: 402400479SJ

Provided for: **Florida Commercial Title Services**
Attention: Marie Post

CHICAGO TITLE INSURANCE COMPANY does hereby certify that a search of the Public Records of Broward County, Florida from January 1, 1953 at 7:00 a.m., to July 5, 2024 at 11:00 p.m. on the land described:

PARCEL 1:

Lot 1-B, HOLLYWOOD COMMERCIAL CENTER, according to the Plat thereof, recorded in Plat Book 117, Page 36, of the Public Records of Broward County, Florida.

PARCEL 2:

A non-exclusive easement for egress and egress for vehicular and pedestrian purposes as disclosed in Grant of Easement dated October 26, 1978, recorded in Official Records Book 7840, Page 382, of the Public Records of Broward County, Florida.

Address: 2700 Stirling Road, Hollywood, Florida
Folio No. 5142 04 11 0020

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

Deed filed April 8, 1952, recorded in Deed Book 771, Page 129, from County of Broward, to George P. Hatton, Free Dealer, and widow, to Leroy Wesley Clark.

Warranty Deed filed April 18, 1967, recorded in Official Records Book 3410, Page 34, from George P. Hatton, Free Dealer and widow, to Leroy Wesley Clark.

Warranty Deed filed April 29, 1971, recorded in Official Records Book 4486, Page 509, from Leroy Wesley Clark, a single man, to Joseph Villella and Jennie Villella, his wife.

Warranty Deed filed October 2, 1973, recorded in Official Records Book 5466, Page 702, from Joseph Villella and Jennie Villella, his wife, to Robert L. Grant, as Trustee.

Statutory Warranty Deed filed April 12, 1994, recorded in Official Records Book 21990, Page 357, from Robert L. Grant, as Trustee and Individually, to SFA Atlantis Associates, L.P.

The following mortgages and liens identifying the captioned property remain unsatisfied or unreleased, of record in accordance to the terms exhibited on this Certificate:

<u>INTRUMENT</u>	<u>FILED</u>	<u>BOOK/PAGE</u>
1. MORTGAGE AND SECURITY AGREEMENT	March 23, 1994	21906/228
2. SPREADER AGREEMENT	April 13, 1994	21998/514
3. ASSIGNMENT OF MORTGAGE, NOTE, ASSIGNMENT OF RENTS AND LEASES AND UCC FINANCING STATEMENTS	August 1, 1996	25214/366
4. ASSUMPTION AGREEMENT	August 1, 1996	25214/384
5. CONSOLIDATED, AMENDED AND RESTATED FIRST MORTGAGE AND SECURITY AGREEMENT	August 1, 1996	25214/411
6. MORTGAGE SEVERANCE AND SPLITTING AGREEMENT	January 26, 1999	29177/741
7. ASSIGNMENT OF MORTGAGE	January 26, 1999	29177/953
8. SECOND AMENDED AND RESTATED MORTGAGE ASSIGNMENT OF LEASES, AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND NOTICE OF FUTURE ADVANCE	March 31, 2009	46093/740
9. ASSIGNMENT OF LEASES AND RENTS	March 31, 2009	46093/838
10. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT	July 27, 2011	48069/508
11. ASSIGNMENT OF MORTGAGE AND RELATED LOAN DOCUMENTS	January 6, 2016	#113439893

THE FOLLOWING ITEMS ARE ADDITIONAL DOCUMENTS THAT ARE NOT EXAMINED OR REVIEWED.

12. PLAT	September 29, 1983	PB 117/36
13. RESOLUTION	September 10, 1957	1016/571
14. EASEMENT	September 14, 1971	4608/618
15. AFFIDAVIT	September 5, 1978	7750/761

16. GRANT OF EASEMENT	October 27, 1978	7840/382
17. EASEMENT	April 4, 1980	8829/842
18. UTILITY EASEMENT DEED	July 8, 1980	8999/601
19. WARRANTY DEED	October 6, 1983	11183/501
20. AGREEMENT	October 6, 1983	11183/507
21. RE-RECORDED AGREEMENT	October 19, 1983	11211/287
22. ORDINANCE NO. 90-25	September 7, 1990	17737/179
23. AGREEMENT	September 18, 1990	17762/553
24. NOTICE OF PRELIMINARY DEVELOPMENT AGREEMENT	May 13, 1992	19477/917
25. ORDINANCE NO. 92-11	May 15, 1992	19486/962
26. DECLARATION OF RESTRICTIVE COVENANTS	June 18, 1992	19601/446
27. NOTICE OF ADOPTION OF A DEVELOPMENT ORDER FOR THE OAKWOOD PLAZA SUBSTANTIAL DEVIATION TO THE OAKWOOD CENTER DEVELOPMENT OF REGIONAL IMPACT IN THE CITY OF HOLLYWOD	July 15, 1992	19683/124
28. AMENDMENT TO AGREEMENT	November 23, 1992	20099/254
29. AGREEMENT BETWEEN STS LAND ASSOCIATES, L.P. AND BROWARD COUNTY RELATING TO IMPACT FEE REIMBURSEMENT FOR IMPROVEMENTS TO SHERIDAN STREET	November 23, 1992	20099/289
30. AGREEMENT TO PLACE A NOTATION ON PLAT	January 22, 1993	20295/340
31. MEMORANDUM OF LEASE	January 30, 1993	20319/778
32. MEMORANDUM OF LEASE	March 22, 1993	20470/165
33. MEMORANDUM OF LEASE	April 12, 1993	20543/906
34. AMENDMENT TO SECOND CONCURRENCY AGREEMENT	June 4, 1993	20744/757

35. MEMORANDUM OF LEASE	Jun 17, 1993	20795/328
36. NOTICE OF ADOPTION OF DEVELOPMENT ORDER AMENDING THE DEVELOPMENT ORDER	August 23, 1993	21017/944
37. MEMORANDUM OF LEASE	August 23, 1993	21018/457
38. MEMORANDUM OF LEASE	September 6, 1993	21082/290
39. AMENDMENT TO LEASE AND MEMORANDUM OF LEASE	October 13, 1993	21253/299
40. AGREEMENT FOR EASEMENTS, COVENANTS AND RESTRICTIONS AFFECTING LAND	March 15, 1994	21877/304
41. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT	March 23, 1994	21906/295
42. SUBORDINATION, NON-DISTURBANCE RECOGNITION & ATTORNMENT AGREEMENT	March 23, 1994	21906/302
43. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT	March 23, 1994	21906/308
44. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT	March 23, 1994	21906/313
45. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT	March 23, 1994	21906/318
46. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT	March 23, 1994	21906/325
47. SUBORDINATION, ATTORNMENT NON-DISTURBANCE AGREEMENT	March 23, 1993	21906/332
48. SUBORDINATION, ATTORNMENT NON-DISTURBANCE AGREEMENT	March 23, 1993	21906/339
49. SUBORDINATION, ATTORNMENT NON-DISTURBANCE AGREEMENT	March 23, 1993	21906/345
50. SUBORDINATION, ATTORNMENT NON-DISTURBANCE AGREEMENT	March 23, 1993	21906/351

51. SUBORDINATION, ATTORNMENT NON-DISTURBANCE AGREEMENT	March 23, 1993	21906/359
52. SUBORDINATION, ATTORNMENT NON-DISTURBANCE AGREEMENT	March 23, 1993	21906/369
53. SUBORDINATION, NON-DISTRUBANCE AND ATTORNMENT AGREEMENT	March 23, 1993	21906/376
54. SUBORDINATION, NON-DISTRUBANCE AND ATTORNMENT AGREEMENT	March 23, 1993	21906/381
55. SUBORDINATION, NON-DISTRUBANCE AND ATTORNMENT AGREEMENT	March 23, 1993	21906/386
56. SUBORDINATION, ATTORNMENT NON-DISTURBANCE AGREEMENT	March 23, 1993	21906/391
57. SUBORDINATION, ATTORNMENT NON-DISTURBANCE AGREEMENT	March 23, 1993	21906/401
58. SUBORDINATION, NON-DISTRUBANCE AND ATTORNMENT AGREEMENT	March 23, 1993	21906/407
59. SUBORDINATION, NON-DISTRUBANCE AND ATTORNMENT AGREEMENT	March 28, 1993	21926/310
60. SUBORDINATION, NON-DISTRUBANCE AND ATTORNMENT AGREEMENT	March 29, 1993	21933/267
61. SUBORDINATION, NON-DISTRUBANCE AND ATTORNMENT AGREEMENT	April 18, 1994	22017/419
62. DECLARATION OF EASEMENT	November 30, 1994	22874/952
63. THIRD TRAFFIC CONCURRENCY AGREEMENT	March 2, 1995	23193/441
64. LIMITED WAIVER	March 21, 1995	23254/345
65. SHORT FORM OF LEASE	April 25, 1995	23370/50
66. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT	April 25, 1995	23370/55
67. DECLARATION OF RESTRICTIVE COVENANTS	April 25, 1995	23370/61

68. NOTICE OF ADOPTION OF DEVELOPMENT ORDER	May 12, 1995	23447/317
69. NON-EXCLUSIVE DEED OF UTILITY EASEMENT	May 18, 1995	23465/172
70. NON-EXCLUSIVE DEED OF UTILITY EASEMENT	July 10, 1995	23657/771
71. NOTICE OF ADOPTION OF AN AMENDMENT TO DEVELOPMENT ORDER	June 14, 1996	25011/312
72. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT	September 18, 1996	25412/492
73. CITY OF HOLLYWOOD OAKWOOD PLAZA CONVEYANCE AGREEMENT	October 9, 1996	25505/667
74. FOURTH TRAFFIC CONCURRENCY AGREEMENT RELATING TO OAKWOOD PLAZA DRI	February 27, 1997	26083/857
75. DECLARATION OF RESTRICTIONS	May 9, 1997	26400/304
76. ASSIGNMENT OF LEASE	September 29, 1998	28869/1920
77. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT	January 26, 1999	29177/1408
78. NOTICE ADOPTION OF DEVELOPMENT ORDER	January 29, 1999	29190/1547
79. INTERCREDITOR AGREEMENT	February 1, 1999	29196/393
80. CORRECTIVE DECLARATON OF RESTRICTIONS	October 23, 1999	29960/1832
81. AMENDMENT TO FOURTH TRAFFIC CONCURRENCY AGREEMENT	November 19, 2001	32379/1557
82. NOTICE OF ADOPTION OF DEVELOPMENT ORDER	January 3, 2002	32573/1589
83. DECLARATION OF EASEMENTS AND COVENANTS, CONDITIONS, AND RESRICTIONS AND NOTICE OF LIEN RIGHTS AND OPTION TO REPURCHASE	February 1, 2002	32175/599

84. MEMORANDUM OF LEASE	January 30, 2006	41358/1770
85. NOTICE BY LANDLORD THAT REAL PROPERTY IS NOT SUBJECT TO CONSTRUCTION LIENS FOR IMPROVEMENTS MADE BY LESSEES	April 19 2010	47023/1132
86. MEMORANDUM OF SHOPPING CENTER LEASE	July 27, 2011	48069/515
87. TRANSPORTATION CONCURRENCY AGREEMENT RELATING TO PLATS AND UNPLATTED LAND WITHIN THE RESCINDED OAKWOOD PLAZA DRI	December 6, 2012	49303/1500
88. AMENDMENT TO MEMORANDUM OF LEASE	April 9, 2015	#112915953
89. MEMORANDUM OF LEASE	September 6, 2017	#114601597
90. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT	September 6, 2017	#114601598
91. FORM OF SUBORDINATION, NON-DISTRUBANCE AND ATTORNEMTN AGREEMENT	January 4, 2022	#117843661
92. ORDINANCE NO. 2022-06	February 10, 2022	#117929776

Name Search on the Fee Simple Title Owner only:

SFA ATLANTIS ASSOCIATES, L.P.

Now Known As:

OAKWOOD PLAZA LIMITED PARTNERSHIP

and found the following:

NOTHING FOUND

PROPERTY INFORMATION REPORT

FILE NUMBER: 11854746

CHICAGO TITLE INSURANCE COMPANY hereby certifies that the foregoing Certificate of Search was compiled by it from the Public Records of County of Broward State of Florida, and from such other public records and sources as are herein indicated.

CONTENTS: This Certificate lists the last conveyance by deed or Certificate of Title, identifying the lands described in the caption hereof and appearing of record in the Office of the Circuit Court of Broward, Florida, recorded in said office that identify the land shown on the caption of this certificate by a land description.

This Certificate lists all mortgages, leases, notice of lis pendens, unsatisfied or unreleased of record, identifying the land described in the caption hereof and appearing of record in the Office of the Circuit of Broward County, Florida, including all security instruments and financing statements filed pursuant to Chapters 671 through 679 of the Florida Statutes (The Uniform Commercial Code), No search is made for security instruments, financing statements or liens that describe any land by a mailing or street address only.

This Certificate exhibits or makes reference to all orders appointing receivers or liquidators, to all Bankruptcy proceedings, Rico Lien Notices, unsatisfied Judgments decrees or orders for money, unsatisfied State and Federal Tax Liens and Warrants appearing of record in the Office of the Clerk of Circuit Court of Broward County, Florida, and in the Office of the Clerk of the United States District in and for the Southern District of Florida, Miami Division, and probate, lunacy, competency and guardianship proceedings in the Office of the County Judge of Broward, Florida and/or Office of the Clerk of Circuit Court of Broward County, Florida, against the names, initials and abbreviations (only as listed on this certificate unless otherwise noted), within the period set opposite said names. No search is made for unsatisfied Judgments decrees or orders for money, against mortgages or other lien holders.

FORM: Determination of the regularity, validity, sufficiency, or legal effect on marketability or insurability of title to said lands of any instrument listed on this Certificate are referred to the examiner.

THERE IS EXCEPTED FROM THIS CERTIFICATE

- (1) Municipal and County Zoning Ordinances.
- (2) Incorporation papers of municipalities.
- (3) Decrees and Ordinances creating taxing and Drainage Districts.
- (4) Except on special request, information relating to Bankruptcy proceedings is limited to the showing of style and number of case and time of filing of petition and adjudication.
- (5) Information regarding delinquent and reinstated corporation and dissolved corporation as contained in report filed by Secretary of State pursuant to Chapter 14677 as amended by Chapter 16726 Acts of Florida 1931 and Chapter 16880 Acts of 1935.
- (6) Maps or plats and resolutions pertaining to flood criteria and all county water-control plan plats.
- (7) Except on special request, and unless otherwise noted, all information regarding Taxes, Tax Sales, Municipal or County liens or assessments pertaining to or affecting captioned premises.
- (8) Judgments, decrees or orders for money not filed under a Clerk's File Number and recorded in Official Records Book in the Office of the Clerk of the Circuit Court of Broward County, Florida filed subsequent to January 1, 1972.
- (9) Rico Lien Notices not filed under Clerk's File Number and recorded in the Official Records Book in the Office of the Clerk of the Circuit Court of Broward County, Florida.
- (10) Except on special request and unless otherwise noted, the period covered by this certificate is limited to the thirty (30) years preceding the date of this Certificate.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name and its Corporate Seal to hereto affixed at Weston, Florida, this 23rd day of July, 2024.

CHICAGO TITLE INSURANCE COMPANY

By



This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.



BONNIE MISKEL • SCOTT BACKMAN • ERIC COFFMAN • HOPE CALHOUN
DWAYNE DICKERSON • ELE ZACHARIADES • CHRISTINA BILENKI
DAVID MILLEDGE • SARA THOMPSON • JEFFREY SCHNEIDER

**Taco Bell of America, LLC
2700 Stirling Rd.
Site Plan Narrative**

Taco Bell of America, LLC (“Applicant”) is the developer of a +/- 0.67-acre parcel of land located at 2700 Stirling Road in the City of Hollywood (“Property”). The Property is identified as folio number 5142-04-11-0020 on the Broward County Property Appraiser’s website and is an outparcel located in the Oakwood Plaza Shopping Center (“Shopping Center”). The Property contains a future land use designation of Commercial on the City’s Future Land Use Map and a zoning designation of Planned District (PD). The Shopping Center is governed by the Oakwood Plaza PD Design Guidelines (“PD Guidelines”).

Currently, the Property contains a +/- 2,834 square foot Taco Bell restaurant with a single lane drive-thru facility. The Applicant is proposing to demolish the existing Taco Bell restaurant and construct a new 2,187 square foot Taco Bell restaurant with a double lane drive-thru facility (“Project”). The additional drive-thru lane will not change the site vehicular circulation as the two lanes will merge into one single lane at the same location of the existing drive-thru facility, with the same entry and exit points.

Additionally, the Project meets the intent of PD districts by providing a mix of uses with the PD and does not require any amendments to the PD Guidelines. The design meets all the requirements in the approved PD Guidelines, including setback, building height, lot coverage, landscape, site circulation and parking requirements.