

*Old Republic National Title Insurance Company  
400 Second Avenue South  
Minneapolis, MN 55401*



*Commitment To Insure  
Issued through the Office of:*



**COMMITMENT TO INSURE**  
**ALTA COMMITMENT - 1970 REV.**

**CA 09024620**

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A: upon payment of the premiums and charges therefore; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

**CONDITIONS AND STIPULATIONS**

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount state in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

NOTE: The policy committed for may be examined by inquiry at the office which issued the commitment, and a specimen copy of the policy form (or forms) referred to in this commitment will be furnished promptly upon request.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

*A Stock Company*

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

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Delivered with and printed on this Commitment Jacket is  
the Closing Protection Letter promulgated under Rule 4-  
186.010, F.A.C.

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By



President

Attest



Secretary

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*Authorized Officer or Agent*

## Closing Protection Letter

The operation and scope of the following Closing Protection Letter ("Letter") is limited to the transaction which is the subject of the commitment to which this Letter is attached and is also directed to those person(s) and/or entity(ies) set forth in the Letter and identified as a proposed insured in the commitment.

- RE: Issuing Agent: Agent countersigning the attached commitment.
1. Failure of said Issuing Agent to comply with your written closing instructions to the extent that they relate to (a) the status of the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such status of title or lien, or (b) the obtaining of any other document, specifically required by you, but not to the extent that said instructions require a determination of the validity, enforceability or effectiveness of such other document, or (c) the collection and payment of funds due you,  
or
  2. Fraud or dishonesty of said Issuing Agent in handling your funds or documents in connection with such closing.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling shall be protected as if this letter were addressed to your borrower.

### Conditions and Exclusions

- A. Old Republic National Title Insurance Company will not be liable to you for loss arising out of:
1. Failure of said Issuing Agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by Old Republic National Title Insurance Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
  2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of said Issuing Agent to comply to your written closing instructions to deposit the funds in a bank which you designated by name.
  3. Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of Old Republic National Title Insurance Company.
  4. The periodic disbursement of construction loan proceeds or funds furnished by the owner to pay for construction costs during the construction of improvement on the land to be insured, unless an officer of the company has specifically accepted the responsibility to you for such disbursement program in writing.
- B. When Old Republic National Title Insurance Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of Old Republic National Title Insurance Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- C. Any liability of Old Republic National Title Insurance Company for loss incurred by you in connection with closings of real estate transactions by said Issuing Agent shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of Old Republic National Title Insurance Company. The dollar amount of liability hereby incurred shall not be greater than the amount of the title insurance binder, commitment or policy of title insurance to be issued, and liability hereunder as to any particular loan transaction shall be coextensive with liability under the policy issued to you in connection with such transaction. Payment in accordance with the terms of this letter shall reduce by the same amount the liability under such policy and payment under such policy shall reduce by the same amount the company's liability under the terms of this letter.
- D. Claims of loss shall be made promptly to Old Republic National Title Insurance Company at its principal office at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499. When the failure to give prompt notice shall prejudice Old Republic National Title Insurance Company then liability of Old Republic National Title Insurance Company, hereunder shall be reduced to the extent of such prejudice, Old Republic National Title Insurance Company shall not be liable hereunder unless notice of loss in writing is received by Old Republic National Title Insurance Company within ninety (90) days of the date of discovery of such loss.
- E. Nothing contained herein shall be construed as authorizing compliance by any issuing agent with any such closing instructions, compliance with which would constitute a violation of any applicable law, rule or regulation relating to the activity of title insurers, their issuing agents, and their failure to comply with any such closing instructions shall not create any liability under the terms of this letter.
- F. The protection herein offered will be effective until cancelled by written notice from Old Republic National Title Insurance Company. Any previous Insured Closing Service Letter or similar agreement is hereby cancelled, except as to closings of

your real estate transactions regarding which you have previously sent (or within 30 days hereafter send) written closing instructions to said Issuing Agent.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

**ORNT File Number: 09024620 PP**  
**Agent File Number: Telecom Park**

**Commitment Number: 09024620**

**SCHEDULE A**

1) Effective Date: January 29, 2009 at 8 :00 AM

2) Policy or Policies to be issued: Amount:

a) ALTA Owners Policy Standard Form B 1992 \$  
(amended 10/17/92 with Florida Modifications)

Proposed Insured:

b) ALTA Standard Loan Policy 1992 \$TBD  
(amended 10/17/92 with Florida Modifications)

Proposed Insured:

**U.S. Bank National Association, its successors and/or assigns**

3) The estate or interest in the land described or referred to in this Commitment and covered herein is a FEE SIMPLE.

4) Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:  
**Ryan Companies US, Inc., a Minnesota corporation**

5) The land referred to in this Commitment is described as follows:

**Lot "B" of TAMPA TELECOM PARK, EASTERN 20 ACRES SUBDIVISION,  
according to the plat thereof, recorded in Plat Book 87, Page 65, of the Public Records  
of Hillsborough County, Florida.**

This Commitment valid only if Schedule B is attached.

**ORNT File Number: 09024620 PP**

**SCHEDULE B - SECTION I**

The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
  - a) Mortgage from Ryan Companies US, Inc., a Minnesota corporation to U.S. Bank National Association in an amount to be determined.
3. Other instruments which must be properly executed, delivered and duly filed for record, and/or other matters which must be furnished to the company:
  - a) Record Notice of Termination pursuant to Section 713.132 F.S. terminating the Notice of Commencement recorded April 22, 2008 in Official Records Book 18586, page 1627.
  - b) In order to delete item 4 of Schedule B-Section 2 hereof, and any exception for liens relating back to the Notice of Commencement recorded April 22, 2008 in Official Records Book 18586, page 1627 the following must be furnished:
    - (1) Executed Contractor's Final Affidavit 7 Release of Lien
    - (2) Release of lien from each person shown as having given notice to owner in Seller's/Mortgagor's Construction Lien Affidavit.
    - (3) Release of lien from each person shown as having a direct contract with owner in Seller's/Mortgagor's Construction Lien Affidavit;
    - (4) Final waiver of lien from each person shown as unpaid in contractor's Final Affidavit & Release of Lien;
    - (5) Release of Lien from each lien or who has recorded a claim of lien;
  - c) Proof, acceptable to the company, must be furnished that there are no recorded assessment liens of any type, including but not limited to those liens imposed by Chapter 159 of Florida Statutes.
  - d) Submit proof that all municipal charges and assessments and all municipal service charges for water, sewer and waste, if any, are paid.

Continued on next page

- e) Satisfactory survey, in conformity with the minimum standards for land surveys made for title insurance purposes, certified to the Company, and/or its agents, through a current date, disclosing the nature and extent of any encroachments, overlaps, boundary line discrepancies, or other matters adversely affecting title to the property to be insured. Additional requirements and/or exceptions will be made for any appropriate matters disclosed.
- f) Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit when properly executed at closing by the seller(s), if any, and mortgagor(s) herein will serve to delete the standard lien and possession exceptions from the policy(ies) to be issued.
- g) Upon receipt of this Commitment, you must obtain written authorization from the Company to issue the commitment if the amount of the policy or policies to be issued exceeds your agency limits.

**SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE**



**SCHEDULE B - SECTION II**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of 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 Commitment.
2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2009 and subsequent years.  
037476.5302
7. Any lien provided by Chapter 159 Florida Statutes, in favor of any municipality or authority for unpaid charges for services by any water, sewer or gas system to the land described herein.
8. Matters as shown by the Plat of Tampa Telecom Park, Eastern 20 Acres Subdivision recorded in Plat Book 87, Page 65.
9. Right-of-way easement as set forth in Right-of-Way Easement Deed recorded in Official Records Book 2643, Page 383.
10. Easements in favor of Tampa Electric Company recorded in Official Records Book 2797, Pages 408 and 409.
11. Easement in favor of Teleprompter Corporation recorded in Official Records Book 3687, Page 1354.
12. Declaration of Non-Exclusive Access Easement in favor of the City of Temple Terrace recorded in Official Records Book 9666, Page 684.
13. Matters set forth in Assignment of Development Rights recorded in Official Records Book 16220, Page 1749.

Continued on next page

14. Restrictions, covenants and conditions set forth in Special Warranty Deed from Collier-GTER Joint Venture to Triton Properties Group Florida, LLC recorded in Official Records Book 16220, Page 1746.
15. Terms, conditions, covenants and other matters binding the "Grantee" in Temporary Pond and Drainage Easement Agreement recorded at Official Records Book 18637, Page 48 and Access and Drainage Facilities Easement Agreement recorded at Official Records Book 18637, Page 65.

Note: Taxes for the year 2009 became a lien on the land on January 1, 2009 and are due and payable November 1, 2009. Taxes for the year 2008 in the gross amount of \$68,803.94 are paid. TAX I.D. No. 037476.5302