

EXHIBIT A

(Description of Land)

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in Polk County, Florida and being more particularly described as follows:

PARCEL I:

Starting at the North 1/4 corner of Section 23, Township 28 South, Range 25 East, Polk County, Florida, run South 89 degrees 58' West along the North boundary of said Section 23, 277.38 feet to a point in the Easterly right-of-way boundary of State Road 655; thence run South 26 degrees 16' East, along the Easterly right-of-way boundary, 1731.10 feet to the Point of Beginning; thence continue South 26 degrees 16' East 500 feet; thence North 63 degrees 44' East, 524.47 feet to a point in the Westerly right-of-way boundary of the Seaboard Coast Line Railroad; thence run North 29 degrees 49' West, along said right-of-way boundary 500.97 feet; thence South 63 degrees 44' West 493.45 feet to the Point of Beginning.

PARCEL II:

Starting at the North 1/4 corner of Section 23, Township 28 South, Range 25 East, Polk County, Florida; run South 89 degrees 58' West along the North boundary of said Section 23, 277.38 feet to a point in the Easterly right-of-way boundary of State Road 655; thence run South 26 degrees 16' East along the said Easterly right-of-way boundary, 1231.10 feet to the Point of Beginning; thence continue South 26 degrees 16' East, 500 feet; thence run North 63 degrees 44' East, 493.45 feet to a point in the Westerly right-of-way boundary of the Seaboard Coast Line Railroad; thence run North 29 degrees 49' West along said right-of-way boundary, 500.97 feet; thence run South 63 degrees 44' West, 462.43 feet to the Point of Beginning.

PARCEL III:

Commence at the Southeast corner of the Southwest 1/4 of Section 14, Township 28 South, Range 25 East, Polk County, Florida; thence South 89 degrees 58' 00" West along the South line of said Southwest 1/4, a distance of 277.38 feet to the Northeasterly right-of-way line of State Road No. 655 (Recker Highway); thence North 26 degrees 16' 00" West along said right-of-way line 300.00 feet to the Point of Beginning; thence continue North 26 degrees 16' 00" West and still along said right-of-way line 400.00 feet; thence North 63 degrees 44' 00" East, 342.20 feet to the Southwesterly right-of-way of Seaboard Coast Line Railroad; thence South 29 degrees 52' 27" East, along said Railroad right-of-way 400.79 feet; thence South 63 degrees 44' 00" West, 367.42 feet to the Point of Beginning.

PARCEL IV:

Starting at the North 1/4 corner of Section 23, Township 28 South, Range 25 East, Polk County, Florida, run South 89 degrees 58' West along the North boundary of said Section 23, 277.38 feet to a point in the Easterly right-of-way boundary of State Road 655; thence run South 26 degrees 16' East, along said Easterly right-of-way boundary, 2231.10 feet to the Point of Beginning; thence continue South 26 degrees 16' East, 727.27 feet to a point in the South boundary of the Northeast 1/4 of said Section 23; thence run South 89 degrees 49' East, along said South boundary, 658.40 feet to a point in the Westerly right-of-way boundary of the Seaboard Coast Line Railroad, thence run North 29 degrees 49' West along the said Westerly right-of-way boundary, 1022.17 feet; thence run South 63 degrees 44' West, 524.47 feet to the Point of Beginning.

PARCEL V

That part of the Northwest 1/4 of the Southeast 1/4 of Section 23, Township 28 South, Range 25 East, Polk County, Florida, lying Easterly of State Road 655 (Recker Highway), said parcel being more particularly described as follows:

Beginning at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 28 South, Range 25 East, Polk County, Florida, run thence Westerly along the North boundary of said Southeast 1/4, a distance of 296.26 feet to a point of intersection with the Easterly right-of-way line of State Road 655 (Recker Highway), run thence Southeasterly along said Easterly right-of-way line to point of intersection with West boundary line of the Northeast 1/4 of the Southeast 1/4 of said Section 23, run thence Northwesterly a distance of 595.67 feet, to the Point of Beginning.

PARCEL VI:

That portion of the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 28 South, Range 25 East, Polk County, Florida, lying Westerly of the Seaboard Coast Line Railroad Company right-of-way, Northwesterly of the right-of-way of County Road S-542 and Easterly of the right-of-way for State Road 655 (Recker Highway).

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS:

That part of Section 23, Township 28 South, Range 25 East, Polk County, Florida, described as follows:

Begin at the intersection of the Easterly right-of-way line of County Road S-655 and the North right-of-way line of County Road S-542 as shown on Florida Department of Transportation Right-of-Way Map Section No. 1659-150, Sheet 13 (Right-of-Way width 50 feet each side of centerline of Survey); thence North 26 degrees 16' 00" West along said Easterly right-of-way line of County Road S-655, a distance of 300.00 feet; thence North 63 degrees 44' 00" East, a distance of 637.20 feet to the Westerly right-of-way line of the CSX Transportation Railroad; thence South 29 degrees 47' 30" East, along said Westerly right-of-way line, a distance of 668.64 feet to the aforesaid North right-of-way line of County Road S-542, as shown on Florida Department of Transportation Right-of-Way Section No. 1658-150, Sheet 1 (right-of-way width 50 feet side of centerline of survey); thence North 85 degrees 31' 30" West, along said North right-of-way line, a distance of 130.33 feet to the beginning of a curve concaved Southwesterly having a radius of 5779.58 feet; thence Westerly along said North right-of-way line and said curve to the left through a central angle of 04 degrees 04' 30", an arc distance of 411.06 feet (chord = 410.97, chord bearing - North 87 degrees 33' 45" West) to the end of said curve; thence North 89 degrees 36' 00" West along said North right-of-way line, a distance of 230.23 feet to the Point of Beginning.

PARCEL VII:

That part of the Southeast 1/4 of the Southwest 1/4 and that part of the Southwest 1/4 of the Southeast 1/4 all in Section 14, Township 28 South, Range 25 East, Polk County, Florida, all more fully described as follows:

Begin at the Southeast corner of the Southwest 1/4 of said Section 14, run thence South 89 degrees 58' West along the South line thereof a distance of 277.38 feet to a point on the Northeastly right-of-way line of State Road No. 655 (Recker Highway) as located on December 11, 1972, said point being the Point of Beginning for this description, run thence North 26 degrees 16' West along said right-of-way line a distance of 300.00 feet, run thence North 63 degrees 44' East, a distance of 368.17 feet to the Southwesterly right-of-way line of Seaboard Coast Line Railroad; run thence South 29 degrees 39' 02" East, along said railroad right-of-way line a distance of 300.52 feet; run thence South 63 degrees 44' West, a distance of 385.91 feet to the Point of Beginning.

PARCEL VIII:

Starting at the North 1/4 corner of Section 23, Township 28 South, Range 25 East, Polk County, Florida; run South 89 degrees 58' West, along the North boundary of said Section 23, a distance of 277.38 feet to a point on the Easterly right-of-way boundary of State Road 655; thence run South 26 degrees 16' East along the said Easterly right-of-way boundary, a distance of 931.10 feet to the Point of Beginning; thence continue South 26 degrees 16' East, 300 feet; thence run North 63 degrees 44' East, 462.43 feet to a point on the Westerly right-of-way boundary of the Seaboard Coast Line Railroad; thence run North 29 degrees 49' West, along said right-of-way boundary 300.58 feet; thence run South 63 degrees 44' West; 443.82 feet to the Point of Beginning.

PARCEL IX:

Beginning at the North 1/4 of corner of Section 23, Township 28 South, Range 25 East, Polk County, Florida; run North 89 degrees 52' 30" East, along the North boundary of said Section 23, a distance of 166.41 feet to the Westerly right-of-way boundary of S.A.L.R.R.; thence run South 29 degrees 49' East, along said Westerly right-of-way boundary, a distance of 537.13 feet; thence run South 63 degrees 44' West, a distance of 431.47 feet to the Easterly right-of-way boundary of State Road 655; thence run North 26 degrees 16' West, along said Easterly right-of-way boundary, a distance of 732.03 feet to the North boundary of Section 23; thence run North 89 degrees 58' East, along said North boundary, a distance of 277.38 feet to the Point of Beginning.

PARCEL X:

Starting at the North 1/4 corner of Section 23, Township 28 South, Range 25 East, Polk County, Florida; run thence South 89 degrees 58' West along the North boundary of said Section 23, a distance of 277.38 feet to the Easterly right-of-way boundary of Recker Highway (State Road S-655); thence run South 26 degrees 16' East, along said Easterly right-of-way boundary, a distance of 732.03 feet to a concrete marker for the Point of Beginning; thence continue South 26 degrees 16' East, along said Easterly right-of-way boundary, a distance of 199.07 feet; thence run North 63 degrees 44' East, a distance of 443.82 feet to the Westerly right-of-way boundary of the Seaboard Airline Railroad; thence North 29 degrees 49' West along said Westerly right-of-way boundary a distance of 199.45 feet; thence South 63 degrees 44' West, a distance of 431.47 feet to the Point of Beginning.

PARCEL XI:

Beginning at the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 14; Township 28 South, Range 25 East, Polk County, Florida; run thence South 89 degrees 58' West along the South boundary of said Section 14, a distance of 277.38 feet to a concrete marker located on the Easterly right-of-way boundary of L.H. Recker Highway (State Road S-655); thence North 63 degrees 44' East, a distance of 308.36 feet to a concrete marker located on the East boundary of said Southeast 1/4 of the Southwest 1/4; thence South 0 degrees 17' East, along the East boundary of said Southeast 1/4 of the Southwest 1/4, a distance of 136.31 feet to the Point of Beginning.

AND

That portion of Lot 5, J.W. CREBL'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 1, Page 17, of the Public Records of Polk County, Florida, lying Southwesterly of the Seaboard Airline Railroad Company's right-of-way, LESS that portion of said Lot 5 described as follows:

Starting at the Southwest corner of Lot 5, of J.W. CREBL'S SUBDIVISION, as recorded in Plat Book 1, Page 17, of the Public Records of Polk County, Florida (same being the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 28 South, Range 25 East); run thence North 0 degrees 17' West along the West boundary of said Lot 5, a distance of 136.31 feet for the Point of Beginning; run thence North 0 degrees 17' West, along the West boundary of Lot 5, a distance of 157.07 feet to a concrete

marker located on the Westerly right-of-way boundary of the Seaboard Airline Railroad; thence South 29 degrees 49' East, along said Westerly right-of-way boundary of the Seaboard Airline Railroad, a distance of 141.46 feet to a concrete marker; thence South 63 degrees 44' West, a distance of 77.55 feet to the Point of Beginning.

Also described as follows:

That portion of Lot 5, J.W. Creel's Subdivision, according to the plat thereof recorded in Plat Book 1, Page 17 of the Public Records of Polk County, Florida, together with that part of Section 14 and Section 23, Township 28 South, Range 25 East, Polk County, Florida more particularly described as follows:

Commence at the North 1/4 corner of said Section 23, the same also being the Southeast corner of the Southwest 1/4 of said Section 14 and the Southwest corner of said Lot 5, J.W. Creel's Subdivision; thence S 89 degrees 58' 00" W, along the North boundary of said Section 23, and the South boundary of the Southwest 1/4 of said Section 14, a distance of 277.38 feet to the Easterly right-of-way of State Road 655 (Recker Highway) (L.H. Recker Highway) and the point of beginning; thence S 26 degrees 16' 00" E, along said Easterly right-of-way, a distance of 4,028.14 feet to the North boundary of that certain parcel described in Official Records Book 3955, Page 1469 of the Public Records of Polk County, Florida; thence N 63 degrees 44' 00" E, along said North boundary, 635.96 feet to the Westerly right-of-way of the CSX Transportation Railroad (formerly Seaboard Coast Line Railroad) (formerly Seaboard Airline Railroad); thence N 29 degrees 49' 00" W, along said Westerly right-of-way, a distance of 4035.88 feet; thence N 29 degrees 39' 02" W, and still along said Westerly right-of-way, a distance of 300.52 feet; thence N 30 degrees 00' 10" W, and still along said Westerly right-of-way, a distance of 400.85 feet to the South boundary of that certain parcel described in Official Records Book 5201, Page 1193 of the Public Records of Polk County, Florida; thence S 63 degrees 44' 00" E, along said South boundary, a distance of 342.20 feet to the aforementioned Easterly right-of-way of State Road 655; thence S 26 degrees 16' 00" E, along said Easterly right-of-way, a distance of 700.00 feet to the point of beginning.

REPLACEMENT RESERVE AND LEASING RESERVE REQUIREMENTS

1. Defined Terms.

All capitalized terms used herein and not defined in this Security Instrument shall have the meanings set forth in Section 7 of this Exhibit B. To the extent any Reserve Deposit is assigned the meaning "none" in the Reserve Letter, the provisions set forth in this Exhibit B specifically relating to the making or application of such Reserve Deposits shall be disregarded.

2. Reserve Deposits.

(a) Concurrently with the execution of this Security Instrument, Borrower shall deposit with Lender the Deferred Maintenance Deposit. The Deferred Maintenance Deposit shall be applied as provided in Section 4.1 of this Exhibit B.

(b) On each date that a regularly scheduled payment of principal or interest is due under the Note, Borrower shall be required to make a Monthly Deposit.

(c) Concurrently with the execution of this Security Instrument, Borrower shall deposit with Lender the Initial Leasing Account Deposit (as hereinafter defined). The Initial Leasing Account Deposit shall be allocated to the Leasing Account.

(d) Lender shall deposit each Monthly Deposit, as received, in an escrow account (the "Reserve"). Out of each Monthly Deposit, the Monthly Replacement Account Deposit shall be allocated to an account (the "Replacement Account") for the payment of Replacements and the Monthly Leasing Account Deposit shall be allocated to an account (the "Leasing Account") for the payment of Tenant Improvements and Leasing Commissions (as defined below) in conjunction with Leases (as hereinafter defined).

(e) Lender shall maintain a record of all deposits into and withdrawals from the Reserve and their allocation to the Replacement Account and the Leasing Account. Lender or a designated representative of Lender shall have the sole right to make withdrawals from such account.

(f) No interest shall be paid on the Deferred Maintenance Deposit. Provided Borrower pays the account fees set forth below, the Reserve shall be held in an interest bearing account. Lender shall have no responsibility or liability for the amount of interest earned on the Reserve. All interest earned on funds in the Reserve shall be added to and become part of the Reserve, shall be allocated pro rata to the Replacement Account and the Leasing Account, and shall be for the benefit of Borrower, subject to Lender's rights pursuant to the terms of this Security Instrument. In order for the Reserve to bear interest, Borrower shall be required to pay the following fees: a one-time set-up fee on the date hereof of \$250 and an additional fee of \$200 on January 2 of each calendar year after the date hereof.

3. Disbursements.

(a) Provided no Event of Default exists, Lender shall make disbursements of funds available in the Replacement Account to pay or reimburse Borrower for Replacements.

(b) Provided no Event of Default exists, Lender shall make disbursements of funds in the Leasing Account to pay or reimburse Borrower for the cost of (i) tenant improvements required under any Lease (collectively, the "Tenant Improvements"); and (ii) leasing commissions incurred by Borrower in connection with any Lease, provided that (x) such leasing commissions are reasonable and customary for properties similar to the Property and the portion of the Property for which such leasing commission is due, (y) the amount of such leasing commissions are determined pursuant to arms length transactions between Borrower and any leasing agent to which a leasing commission is due, and excluding any leasing commissions which shall be due any general partner, or shareholder of Borrower or any affiliate of Borrower and (z) the Tenant under the related Lease shall

have taken occupancy of its entire leased premises and commenced the payment of its entire base minimum rent (collectively, "Leasing Commissions").

(c) Lender shall, upon written request from Borrower and satisfaction of the requirements set forth in this Section 3, disburse to Borrower amounts from the Reserve necessary to pay or reimburse Borrower for the actual costs of (i) any Leasing Commissions, and (ii) any work relating to Replacements or Tenant Improvements (collectively, "Work").

(d) Each request for disbursement from the Reserve shall be in a form specified or approved by Lender, and shall be accompanied by evidence of the full performance of the obligations of the leasing agent or satisfactory completion of the Work as the case may be, and such bills, invoices and other evidence of the incurrence of the related costs and expenses as Lender may reasonably request.

(e) Borrower shall not make a request for disbursement from the Reserve more frequently than once in any calendar monthly.

(f) Borrower shall not make a request for disbursement from the Reserve in an amount less than the lesser of (i) \$5,000, and (ii) the total cost of the Replacement, Tenant Improvement or Leasing Commission for which the disbursement is requested.

4. Performance of Replacements.

4.1 Deferred Maintenance. Notwithstanding anything contained herein to the contrary, Borrower agrees to perform all of the Scheduled Repairs within one hundred twenty (120) days after the date hereof or such other period of time, if any, set forth in the Reserve Letter. The Deferred Maintenance Deposit shall be used solely for the payment of the actual costs of the Scheduled Repairs. Upon completion of the Scheduled Repairs in accordance with the requirements hereof, the portion of the Deferred Maintenance Deposit remaining undischarged, if any, shall be disbursed to Borrower. All conditions, covenants and agreements set forth herein with respect to a disbursement from the Replacement Account shall apply to the disbursements from the Deferred Maintenance Deposit.

4.2 Entry Onto Property: Inspections. Lender may inspect the Property in connection with any Work prior to disbursing funds from the Reserve with respect thereto. In connection with any Work that is (i) a structural repair or improvement, (ii) a replacement or repair of a major component or element of any part of the Property or (iii) Scheduled Repairs, Lender may require, at Borrower's expense, one or more inspections and/or certificates of completion by an appropriate independent, qualified professional (e.g., architect, engineer, consultant) approved by Lender. In addition to Lender's costs and expenses, Borrower shall pay Lender a reasonable inspection fee, provided, however, such fees shall not exceed \$500, in the aggregate, in any calendar year.

5. Borrower's Records. Borrower shall furnish such financial statements, invoices, records, papers and documents relating to the Property as Lender may reasonably require from time to time to make the determinations permitted or required to be made by Lender with respect to disbursements of the Deferred Maintenance Deposit and/or the Reserve.

6. Insufficiency of Reserve Balances, Temporary Deferral of Monthly Deposits. The insufficiency of any balance in the Reserve or the Deferred Maintenance Deposit shall not abrogate Borrower's agreement to fulfill its obligations contained in this Security Instrument. In the event Lender determines that (i) the balance in the Reserve is less than the current estimated cost to complete the Work and pay the Leasing Commissions which Borrower, in the prudent operation of the Property can reasonably be anticipated to incur during the succeeding twenty four (24) months, or (ii) the balance of the Deferred Maintenance Deposit is less than the amount necessary to complete the Scheduled Repairs, Borrower shall deposit the shortage within ten (10) days of request by Lender. In the event Lender determines from time to time based on Lender's inspections that the amount of the Monthly Deposit is insufficient to fund the cost of likely Work and Leasing Commissions and related contingencies that may arise during the remaining term of the Loan, Lender may require an increase in the amount of the Monthly Deposits upon thirty (30) days prior written notice to Borrower. Lender may approve a temporary

deferral or a reduction in the amount of the Monthly Deposit; provided, however, that if Lender approves either a temporary deferral or reduction in the amount of the Monthly Deposit, such action by Lender shall not prevent Lender from requiring Borrower to resume payment of the Monthly Deposits on any date that Lender may deem appropriate.

7. Certain Defined Terms. The following terms shall have the meanings assigned to them below:

- (a) "Deferred Maintenance Deposit" means the Deferred Maintenance Deposit set forth in the Reserve letter, if any.
- (b) "Initial Leasing Account Deposit" means the Initial Leasing Account Deposit set forth in the Reserve Letter, if any.
- (c) "Monthly Deposit" means the sum of the Monthly Leasing Account Deposit and the Monthly Replacement Account Deposit.
- (d) "Monthly Leasing Account Deposit" means the Monthly Leasing Account Deposit set forth in the Reserve Letter, if any.
- (e) "Monthly Replacement Account Deposit" means the Monthly Replacement Account Deposit set forth in the Reserve Letter. If there is no Monthly Leasing Account Deposit, The Monthly Replacement Account Deposit shall have the same meaning as the Monthly Deposit.
- (f) "Replacements" means the costs of any repairs, improvements, equipment, alterations, additions, changes, replacements and other items which, under generally accepted accounting principles, consistently applied, are properly classified as capital expenditures or capital improvements (and, in the case of multifamily projects only shall include the costs of window treatments and carpeting, blinds, equipment and appliances, and painting of the exterior of the Property), but excluding (i) costs of routine maintenance to the Property; (ii) the costs of salaries, benefits and administrative expenses related to the employment of (A) officers and executives of Borrower, and of employees of Borrower above the level of building manager, and (B) employees of Borrower at or below the level of building manager, except in the case of those costs which Borrower can demonstrate to Lender's satisfaction to be properly allocable to the work performed by such employees in connection with Replacements; (iii) the cost of any items for which Borrower is reimbursed by insurance or otherwise; (iv) the cost of any landscaping work to the Property; (v) the cost of any material additions or material alterations to the Property after the date hereof; and (vi) (except in the case of multifamily projects) the cost of any alterations, additions, changes, replacements and improvements that are made primarily in order to prepare space for occupancy by a tenant.
- (g) "Reserve Deposits" shall mean the Deferred Maintenance Deposit, the Initial Leasing Account Deposit and the Monthly Deposit.
- (h) "Reserve Letter" means a letter from Borrower to Lender of even date herewith confirming the amount of the Monthly Replacement Account Deposit, the Monthly Leasing Account Deposit (if any), the Initial Leasing Account Deposit, and the Deferred Maintenance Deposit, if any, and the Scheduled Repairs, if any.
- (i) "Scheduled Repairs" means the Scheduled Repairs described in the Reserve letter, if any.