

Prepared by and return to:
Dale A. Dettmer, Esquire
KRASNY AND DETTMER
304 South Harbor City Boulevard
Suite 201
Melbourne, FL 32901

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 3rd day of November, 2016 between **BREVARD MEDICAL CITY LLC**, a Florida limited liability company, whose post office address is 6619 N. Wickham Road, Melbourne, Florida 32940 ("Grantor"), to **TIFFANYS SPA AND NAILS INC**, a Florida corporation, whose post office address is 2642 Shell Wood Drive, Melbourne, Florida 32934 ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all of Grantor's right, title and interest in and to that certain real property situate, lying and being in Brevard County, Florida, to wit:

Unit 104, Building 1, Brevard Medical City One, formerly known as Suntree Viera One, a commercial condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 7231, Page 734, as amended in Official Records Book 7289, Page 2713, and in Official Records Book 7544, Page 2664, of the Public Records of Brevard County, Florida, and any amendments thereto, together with its undivided share in the common elements.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no others.

This conveyance is made subject to those matters described in Exhibit "A", attached hereto and made a part hereof.

Further, all improvements constructed within Brevard Medical City Condominium ("BMCC") as same are described in that certain Declaration of Condominium recorded in Official Records Book 7223, Page 2347, Public Records of Brevard County, Florida, and as thereafter amended, and which is inclusive of Brevard Medical City One Condominium ("BMCO") as same is described in that certain Declaration of Condominium thereof, recorded in Official Records Book 7231, Page 734, Public Records of Brevard County, Florida, and as thereafter amended (collectively, the lands therein described are hereafter referred to as the "Property"), shall in all events, be used and occupied only for, and shall be subject to certain restrictions, as set out on the Notice of Restrictions attached hereto as Exhibit "B" and made a part thereof.

Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships and corporations.

Signed and sealed in the
in the presence of:

Annie Bryant
Annie Bryant
Print Name: _____

[Signature]

Print Name: DALE A. DETTMER

BREVARD MEDICAL CITY LLC, a
Florida limited liability company

By: *Abraham Hardoon*
Abraham Hardoon, Manager

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 16 day of November, 2016, by Abraham Hardoon, Manager of **BREVARD MEDICAL CITY LLC**, a Florida limited liability company. He () is personally known to me or () has produced a Florida driver's license as identification.

[Signature]

Notary Public

My Commission expires:

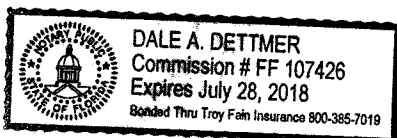


EXHIBIT "A"**PERMITTED EXCEPTIONS**

1. Taxes and assessments for the year 2016 and subsequent years, which are not yet due and payable.
2. Easement by and between James M. Terry and Barbara G. Terry, Grantor, and Florida Power and Light Company, Grantee, recorded November 17, 1980, in Official Records Book 2266, Page 1511, together with Subordination of Utility Interest recorded in Official Records Book 7241, Page 2014, Public Records of Brevard County, Florida.
3. Easement by and between Imperial South, Inc, Grantor, and Southern Bell Telephone and Telegraph Company, Grantee, recorded January 20, 1989, in Official Records Book 2976, Page 1199, together with Subordination of Utility Interest recorded in Official Records Book 7241, Page 1985, Public Records of Brevard County, Florida.
4. Landscape, Drainage and Public Utility Easement by and between Imperial South, Inc, Grantor, and Brevard County, Grantee, recorded July 27, 1992, in Official Records Book 3217, Page 2337, Public Records of Brevard County, Florida.
5. Easement set out in Supplemental Final Order and Judgment recorded March 28, 2008, in Official Records Book 5853, Page 8175, Public Records of Brevard County, Florida.
6. Restrictions and Easements contained in Special Warranty Deed recorded January 4, 2013, in Official Records Book 6772, Page 146, together with First Amendment to Deed Restrictions recorded in Official Records Book 7213, Page 133, Public Records of Brevard County, Florida.
7. Reciprocal Easement and Operating Agreement recorded January 4, 2013, in Official Records Book 6772, Page 163, together with First Amendment recorded in Official Records Book 7140 page 1556, and Second Amendment recorded in Official Records Book 7213, Page 155, Public Records of Brevard County, Florida.
8. Amended Easement Deed by Court Order recorded February 6, 2013, in Official Records Book 6794, Page 1234, Public Records of Brevard County, Florida.
9. Amended Easement Deed by Court Order recorded October 15, 2013, in Official Records Book 6990, Page 225, Public Records of Brevard County, Florida.
10. Recorded Notice of Environmental Resource Permit recorded September 9, 2014, in Official Records Book 7205, Page 413, Public Records of Brevard County, Florida.
11. Terms, provisions, covenants, conditions, restrictions, assessments, easements, options, liens, and other matters established by the Declaration of Condominium of Brevard Medical City, formerly Suntree Viera Professional Park, a commercial condominium,

recorded in Official Records Book 7223, Page 2347, amended in Official Records Book 7231 page 717 and in Official Records Book 7289 page 2711 and in Official Records Book 7362 page 2312, together with Assignment of Developer's Rights and Obligations recorded in Official Records Book 7289 page 2708, all of the Public Records of Brevard County, Florida, as may be further amended.

12. Terms, provisions, covenants, conditions, restrictions, assessments, easements, options, liens, and other matters established by the Declaration of Condominium of Brevard Medical City One, formerly Suntree Viera One, a commercial condominium, recorded in Official Records Book 7231, Page 734, amended in Official Records Book 7289 page 2713 and in Official Records Book 7544 page 2664, together with Assignment of Developer's Rights and Obligations recorded in Official Records Book 7289 page 2708, all of the Public Records of Brevard County, Florida, as may be further amended.
13. Sidewalk Easement by and between Suntree Viera Properties LLC, Grantor, and Brevard County, Grantee, recorded November 4, 2014, in Official Records Book 7241, Page 2003, re-recorded in Official Records Book 7391 page 1601, of the Public Records of Brevard County, Florida.
14. Sanitary Sewer/Force Main/Gravity Sewer Easement by and between Suntree Viera Properties LLC, Grantor, and Brevard County, Grantee, recorded November 4, 2014, in Official Records Book 7241, Page 2018, of the Public Records of Brevard County, Florida.
15. Easement by and between Brevard Medical City, LLC, Grantor, and Florida Power and Light Company, Grantee, recorded February 9, 2015, in Official Records Book 7298, Page 2133, of the Public Records of Brevard County, Florida.
16. Water line & Ingress/Egress Easement Agreement recorded June 25, 2015, in Official Records Book 7395, Page 2394, of the Public Records of Brevard County, Florida.
17. Sanitary Sewer Easement by and between Brevard Medical City Owners Association, Inc and Brevard Medical City, LLC, a Florida limited liability company, Grantor, and Board of County Commissioners of Brevard County, Florida, Grantee, recorded August 7, 2015, in Official Records Book 7426, Page 518, of the Public Records of Brevard County, Florida.
18. Easement by and between Brevard Medical City, LLC, Grantor, and Florida Power and Light Company, Grantee, recorded March 11, 2016, in Official Records Book 7567, Page 858, of the Public Records of Brevard County, Florida.
19. Sanitary Sewer Easement by and between Brevard Medical City, LLC, a Florida limited liability company, Grantor, and Brevard County, Grantee, recorded June 9, 2016, in Official Records Book 7634, Page 2045, of the Public Records of Brevard County, Florida.

EXHIBIT "B"

NOTICE OF RESTRICTIONS

1.0 The Property shall, in all events, be used and occupied only for the following purposes (the "Permitted Uses"):

1.1 Administrative, executive and editorial offices.

1.2 Assisted living facility.

1.3 Child or adult day care centers.

1.4 Medical buildings and clinics, and dental clinics, including physical and occupational therapy.

1.5 Nursing homes.

1.6 Optical stores.

1.7 Professional offices and office buildings.

1.8 Treatment and recovery facility.

1.9 From and after December 31, 2015, BMCC, or any portion thereof other than Unit A, BMCC, may be used for a restaurant or retail store.

1.10 From and after September 16, 2019, BMCC, or any portion thereof, may be used and occupied as and for independent living facilities.

2.0 The following use restrictions are imposed upon the Property:

2.1 Unit B, BMCC, shall be used exclusively as a medical diagnostic imaging facility unless otherwise approved by the Developer. Further, no medical diagnostic imaging facility shall be operated within BMCC, other than within Unit B, BMCC, without the express written consent of the Developer.

2.2 No primary care practice (internal medicine, family or general practice) shall be operated within BMCC without the express written consent of the Developer.

2.3 Units 101 and 102, Building 1, BMCOC, shall, as a primary business, offer ophthalmology services, optical shop sales, laser eye surgery, laser hair removal, laser skin cosmetic treatment and hearing device sales (the

“Services”) within BMCOC. Such Services may be offered by others within BMCOC if the offering of the Services is ancillary to such provider’s primary business.

2.4 Unit 104, Building 1, BMCOC, shall have the exclusive right to operate a nail salon and to provide manicure, pedicure and cosmetic nail services within Phase 1 and Phase 2, BMCC for so long as the owner of said Unit shall actively provide such services within the Unit and such services shall not be offered by any other occupant of BMCC without the express written consent of the Developer.

2.5 Unit 105, Building 1, BMCOC, shall have the exclusive right to provide dermatology and plastic surgery services within BMCOC for so long as such services are being provided to patients within the Unit. Further, the right to provide laser hair removal, laser skin cosmetic treatments, medical aesthetics and anti-aging medical services may not be offered within BMCOC by any others within BMCOC for so long as such services are being offered by either of the owner or occupant of Unit 101 and 102, Building 1, or the owner or occupant of Unit 105, Building 1, all of BMCOC.

2.6 Unit 106, Building 1, BMCOC, shall have the exclusive right to provide insurance based (not including cash based), non-franchised, diagnostic laboratory services within BMCOC for so long as the occupant of said Unit shall actively provide such services within the Unit and such services shall not be offered by any other occupant of BMCOC without the express written consent of the Developer. For example, non-franchised diagnostic lab services provided by, among others, Quest Diagnostics, Lab Corp and Bio Reference Laboratories, are prohibited.