

This Instrument Prepared By
and Should be Returned To:

Elizabeth M. Jones, Esquire
Shutts & Bowen LLP
525 Okeechobee Boulevard, Suite 1100
West Palm Beach, FL 33401

NOTICE OF LIEN PROHIBITION UNDER SECTION 713.10, FLORIDA STATUTES

Notice is given that the interest of the lessor who is executing this Notice in the parcel of land described below (the "Property") shall not be subject to any lien under Chapter 713, Florida Statutes, for improvements made on the Property by any lessee whose lease expressly provides that the interest of the lessor shall not be subject to liens for improvements made by the lessee.

1. In compliance with Section 713.10, Florida Statutes, the following information is provided:

(a) The name of the lessor is 27TH/PICO BOULEVARD LIMITED PARTNERSHIP, a California limited partnership.

(b) The legal description of the Property to which this Notice applies is set forth on **EXHIBIT "A"** to this Notice.

(c) All or a majority of the leases entered into for premises on the Property expressly provide that the lessor's interest shall not be subject to liens for improvements made by the lessee. The specific language contained in these leases prohibiting such liability is provided on **EXHIBIT "B"** attached to this Notice

2. Some building departments may require that the Notice of Commencement for work being performed by or on behalf of a lessee list the lessor as the "owner" and be signed by the lessor as owner. However, this Notice of Lien Prohibition under Section 713.10, Florida Statutes shall still be effective even if a Notice of Commencement is recorded for work to be performed by or on behalf of a lessee and lists the "owner" as the lessor and is signed by the lessor as owner. Lessor does not waive the protections of Section 713.10, Florida Statutes by executing a Notice of Commencement and being listed in it as the owner if the work in question is in fact being performed by or on behalf of a lessee and no lienor should rely on the execution of a Notice of Commencement by the lessor who is listed as the owner in such Notice of Commencement as evidence that the work was being performed by or on behalf of lessor rather than a lessee, if, in fact, the work is being performed by or on behalf of a lessee.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

IN WITNESS WHEREOF, lessor has caused this Notice to be duly executed and acknowledged as of this 11 day of May, 2016.

LESSOR:

27TH/PICO BOULEVARD LIMITED
PARTNERSHIP, a California limited
partnership

By: MILLENNIUM HOLDINGS, INC., a
California corporation, General Partner

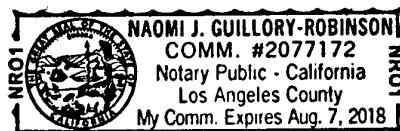
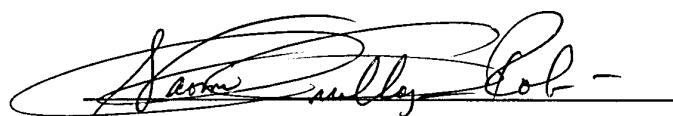
By: All
Name: Edward Leevan
Title: Director

[SEAL]

STATE OF *California*)
COUNTY OF *Los Angeles*) ss.:
)

The foregoing instrument was acknowledged before me this 11th day of May, 2016, by Edward Leevan, as Director of Millennium Holdings, Inc., a California corporation, as General Partner of 27TH/Pico Boulevard Limited Partnership, a California limited partnership, on its behalf, who is personally known to me or who has produced CA Drivers License as identification.

OFFICIAL NOTARIAL SEAL

Naomi J. Guillory-Robinson
(type, print, or stamp name)
Notary Public

Commission No. 2077172

My Commission Expires: 8/7/18

EXHIBIT "A"

LEGAL DESCRIPTION

All of Sections 35 and 36, Township 47 South, Range 27 East, and all of Sections 1 and 2, Township 48 South, Range 27 East, in Collier County, Florida, less the West 50 feet of Section 35 and Section 2.

EXHIBIT "B"

LIEN PROHIBITION PROVISIONS FROM LEASES

Lessee shall fully pay for all materials joined or affixed to the premises pursuant to this lease and pay in full all persons who perform labor on the premises, and will not permit or suffer any mechanics' liens or material supplier's liens of any kind of nature to be enforced against the premises for any work done or materials furnished on the premises at Lessee's insistence or request.

OR

9.1 Prohibition of Liens on Fee or Leaschold Interest. Tenant shall not suffer or permit any liens to be filed against the fee of the Premises nor against Tenant's leaschold interest in the land nor any buildings or improvements of the Premises by reason of any work, labor, services, or materials, supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under Tenant.

OR

A. Big Island covenants that while this Agreement shall remain in force and until it is terminated, it will protect the Mining Property and the improvements and all Extractive Materials in stock-pile thereon from all construction or laborers liens or other liens or security interests, and keep the title to the same free and clear from all clouds and encumbrances arising from such liens in any way because of its Mining Activities thereon, or the use and occupation thereof, or the construction of any improvements thereon, by or on behalf of Big Island, its agents, servants, employees or contractors. If any such liens or security interests are filed, Big Island shall pay the same, transfer the same to bond or otherwise discharge such liens within thirty (30) days after its receipt of notice thereof. The interest of SR 846 Trust in the Mining Property shall not be subject to any liens arising out of the undertaking of any Mining Activities or the construction of any improvements thereon by or on behalf of Big Island and Big Island shall so notify all contractors engaged by Big Island, in connection therewith. The parties agree that a memorandum of this Agreement may be filed in the public records advising potential lienors of Big Island's leasehold interest and/or SR 846 Trust shall have the right to record a notice in the public records of Collier County in accordance with Section 713.10, Florida Statutes.

OR

8. **NO LIENS FROM ACTS OF LESSEE.** Lessee shall not have any right or power to take any action or make any contract which may create or be the foundation for any lien on the Land. Lessee shall, within ten days of any filing against the Land of any liens whatever (including, without limitation, mechanics' or materialmen's liens) arising from any acts or omissions of Lessee (or any of Lessee's representatives, employees, or invitees), either pay or discharge such liens (including, without limitation, filing any required bond). The Lessor will record notice of this provision in the Public Records of Collier County, Florida.