

Exhibit 5

FORM OF SPECIAL WARRANTY DEED

Return to:
Name:

Address:

This Instrument Prepared by:

Property Appraiser's Parcel Identification #:

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SPECIAL WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 20 __, **EP ORLANDO CONDO DEVELOPMENT I, LP**, a Florida limited partnership, whose principal office is located at 8298 West Irlo Bronson Memorial Hwy, Kissimmee, Florida 34747 hereinafter referred to as "**Grantor**," and _____, whose post office address is _____, _____ hereinafter referred to as "**Grantee**."

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs and assigns forever, the following described real property situated, lying and being in Osceola County, Florida, to wit:

Condo-Hotel Unit # _____ ("**Unit**") in **EVEREST PLACE LOT L CONDOMINIUM, A CONDOMINIUM WITHIN A PORTION OF A BUILDING OR WITHIN A MULTIPLE PARCEL BUILDING ("Condominium"**), according to the Declaration of Everest Place Lot L Condominium, a condominium within a portion building or within a multiple parcel building ("**Declaration**"), recorded in Official Records Instrument Number _____, of the Public Records of Osceola County, Florida, and any and all amendments thereto, together with an undivided interest in and to the common elements appurtenant thereto as specified in the Declaration.

Grantee, by acceptance hereof, and by agreement with Grantor, hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, conditions and provisions set forth and contained in the Declaration, including, but not limited to, the obligation to make payment of Assessments (as defined in the Declaration) for the maintenance and operation of the Condominium which may be levied against the afore-described Unit in accordance with the Declaration.

Grantee expressly acknowledges and agrees that the Condominium, including the Unit, in addition to the Declaration, is subject to that certain Declaration of Covenants, Easements, and Restrictions for Everest Place Lot L Hotel, which is recorded in Official Records Instrument Number _____ and all amendments and supplements thereto, now existing or hereafter made from time to time (“**Hotel Declaration**”) and the Declaration of Covenants, Easements and Restrictions for Everest Place, which is recorded in Official Records Instrument Number _____, and all amendments and supplements thereto, now existing or hereafter made from time to time (“**Master Declaration**”), both of the Public Records of Osceola County, Florida. The Hotel Declaration and the Master Declaration set forth (i) the plan for the subdivision, development, and improvements of the Resort and Everest Place, respectively; (ii) restrictions for ownership, sale, use and occupancy of the Units; (iii) the rules, regulations and restrictions relating to the use of the Common Areas, the Shared Facilities, and the Condominium Property (as those terms are defined in the Declaration); and (iv) the financial obligation of Units owners (each a “**Unit Owner**” and together “**Unit Owners**”) for their respective share of expenses referred to in the Master Declaration and the Hotel Declaration, respectively as “Common Area Expenses” and “Shared Facilities Expenses,” which will be charged against the Unit. Grantee expressly acknowledges and assumes the obligation to pay the Shared Facilities Expenses, the Common Area Expenses and all other expenses and costs charged against the Unit as provided by the Hotel Declaration and the Master Declaration.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE SHALL BE PROHIBITED FROM RESELLING THE UNIT FOR A PERIOD OF EIGHTEEN (18) MONTHS FOLLOWING THE EXECUTION OF THIS SPECIAL WARRANTY DEED. THE UNIT IS SUBJECT TO THE RIGHT OF FIRST REFUSAL OF HOTEL PARCEL OWNER, PURSUANT TO SECTION 23.23.1 OF THE DECLARATION.

This conveyance is made subject to the following:

1. Real estate taxes for the year of closing and subsequent years and any special taxes or assessments entered against said property after the date of closing;
2. Applicable zoning regulations and ordinances;
3. Applicable Osceola County Code of Ordinances, Chapter 24;
4. All of the terms, provisions, conditions, rights, privileges, obligations, easements and liens set forth and contained in the Declaration and all exhibits and any amendments thereto;
5. All of the terms, provision, conditions, rights, privileges, obligations, easements and liens set forth and contained in the Hotel Declaration and all exhibits and any amendments thereto;

6. All of the terms, provision, conditions, rights, privileges, obligations, easements and liens set forth and contained in the Master Declaration and all exhibits and any amendments thereto;
7. All of the covenants, agreements, conditions, restrictions and easements of record, if any, which may now affect the aforescribed property, but without reimposing same;
8. Perpetual easement for encroachments now existing or hereafter existing caused by the settlement or movement of improvements or caused by minor inaccuracies in building or rebuilding; and
9. Such facts as an accurate survey would show.

Grantor does hereby warrant the title to said property by, through and under Grantor and will defend the same against lawful claims of all persons claiming by, through or under Grantor.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

**EP ORLANDO CONDO
DEVELOPMENT I, LP**, a Florida limited
partnership

Signature

By: _____

Printed Name of Witness

Name: _____

Witness Address: _____

Its: _____

Signature

Printed Name of Witness

Witness Address: _____

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me this ____ day of _____, 202__,
by means of [] physical presence or [] online notarization by _____ the ____
_____ of **EP ORLANDO HOSPITALITY I, LP**, a Florida
limited partnership, on behalf of the limited partnership, who is personally known to me.

My Commission expires:

Notary Public

Printed Name of Notary Public

Commission Number

**EXHIBIT “A”
Legal Description**