VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2015 - 64

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING A COMMERCIAL LEASE BETWEEN THE VILLAGE OF ESTERO AND HAMLEG CORKSCREW, LLC, FOR THE VILLAGE OF ESTERO VILLAGE HALL OFFICES; AUTHORIZING THE VILLAGE MAYOR TO EXECUTE THE COMMERCIAL LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Estero sincerely appreciates the Estero Fire and Rescue District for the temporary use of the office space and personnel located at the Estero Fire and Rescue Complex; and

WHEREAS, in order to effectively and efficiently serve the residents of the Village of Estero, the Village Council has determined it is necessary to secure more suitable office space for the Village Hall; and

WHEREAS, the Village of Estero has located suitable office space for the Village Hall and determines it to be in the best interest of the residents of the Village of Estero to enter into a Commercial Lease Agreement with Hamleg Corkscrew, LLC, a copy of which lease is attached to this resolution.

NOW, THEREFORE, be it resolved by the Village Council of the Village of Estero, Florida:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Commercial Lease Agreement, attached hereto and incorporated herein by reference, be, and the same is hereby approved as to both form and content.

Section 3. The Mayor is hereby authorized to execute the Commercial Lease Agreement for the Village Hall office space.

Section 4. This Resolution shall take effect immediately upon adoption.

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 21st day of October, 2015.

Attest:

VILLAGE OF ESTERO, FLORIDA

By: _____
Kathy Hall, MMC, Village Clerk

By: _____
Nicholas Batos, Mayor

Reviewed for legal sufficiency:

By: _____
Burt Saunders, Esq., Village Attorney

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (this "**Lease**") is made and entered into this ____day of _____, 2015 (the "**Effective Date**"), between **HAMLEG CORKSCREW, LLC**, a Florida limited liability company ("**Landlord**"), and **VILLAGE OF ESTERO**, a Florida municipal corporation ("**Tenant**").

WHEREAS, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, the below-described commercial office space (hereinafter referred to as the "**Premises**") in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00), the exchange of mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **PREMISES**. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, as described herein. Landlord and Tenant hereby agree that for purposes of this Lease, the Premises consists of Seven Thousand Nine Hundred Twenty-Seven (7,927) square feet of leasable space ("**Gross Area**"), comprised of the first (1st) floor and approximately one-half of the second (2nd) floor of Condominium Unit 101, Building 303 ("**Building**"), Phase 4, Corkscrew Palms, a Condominium ("**Condominium**"), according to the Declaration of Condominium thereof recorded in Official Records Book 4042, Page 4046, of the Public Records of Lee County, Florida, as amended ("**Declaration**"). The Premises are depicted on **Exhibit "A"**, attached hereto and incorporated herein by reference. The Condominium is administered and operated by Corkscrew Palms Condominium Association, Inc., a Florida not-for-profit corporation ("**Condominium Association**"). Notwithstanding the agreed-upon Gross Area set forth above, the Premises does not include any space above the interior surface of any ceiling, excluding cabling and wiring, nor any part of the exterior walls of the Building, nor walks or Common Areas as defined herein or in the Declaration or as designated by Landlord within the Building from time to time. Tenant and Landlord acknowledge that the Base Rent, Additional Rent, and CAM Charges (as such phrases are hereinafter defined) to be paid by Tenant hereunder are based upon the Gross Area. The parties stipulate that the herein-established measurements are correct and shall not be subject to dispute by either party. It is agreed that the calculation of the rentable space has been determined in accordance with the guidelines of the Building Owners and Managers Association ("BOMA"). Notwithstanding variations that may occur in measurements, Landlord and Tenant acknowledge and agree that the Gross Area of Seven Thousand Nine Hundred Twenty-Seven (7,927) square feet shall be used for all calculations of Base Rent, Additional Rent, and CAM Charges hereunder (as such terms are defined herein).

Tenant covenants, as a material part of the consideration for this Lease, to keep and perform each and all of the terms, covenants, and conditions herein set forth.

2. **LEASE TERM; POSSESSION**. The term of this Lease shall begin on the Rent Commencement Date (as such term is defined in Section 6.a, below) and shall expire at 5:00 p.m. (Eastern Time) on the date which is five (5) years thereafter (the "**Lease Term**"). Landlord and Tenant acknowledge and agree that certain obligations under various provisions of this Lease commence prior to the Rent Commencement Date and agree that this is a binding and enforceable agreement as of the Effective Date.

3. **LANDLORD'S WORK/DELIVERY OF THE PREMISES**.

a. Building Improvements. Landlord agrees, at its sole cost and expense, to undertake the following initial Building improvements: (i) create a common hallway on the second (2nd) floor in the area depicted as "Future Common Area on Exhibit "A"; (ii) provide for common restrooms on the second

(2nd) floor in the area depicted as "Future Common Area on Exhibit "A"; and (iii) upgrading the building electrical panel to allow for separate metering for the Premises.

b. Premises Improvements. Subject to the terms set forth herein, Landlord agrees to make improvements to the Premises to build out the Premises for Tenant. The scope of such improvements shall be determined pursuant to this Section and shall hereinafter be referred to as "**Landlord's Work**". Landlord shall select an architect ("**Architect**") to design the buildout of the Premises, which Architect shall be subject to Tenant's approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Architect shall consult with Tenant and prepare plans reflecting Tenant's desired buildout of the Premises. The final plans for Landlord's Work as created by the Architect and approved by Landlord and Tenant herein shall hereinafter be referred to as the "**Buildout Plans**". The design of the Buildout Plans shall be subject to, and comply with, any and all requirements of applicable local, state, or federal laws, codes, rules, regulations, ordinances, orders, and any rules and regulations of the Condominium Association. Landlord and Tenant shall use diligent efforts to sign off on the final version of the Buildout Plans within thirty (30) days after the Effective Date. The parties agree that with respect to any portion of the Premises which contains common or shared areas of the Building ("**Shared Areas**"), Tenant shall have the right request certain designs of such Shared Areas; provided, however, that Landlord shall have the right to make the final determination in Landlord's sole and absolute discretion. Further, the parties agree that with respect to any portion of the Premises other than the Shared Areas ("**Non-Shared Areas**"), Tenant shall have the right to direct the Architect as to the design, subject to Landlord's approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Landlord shall have the right to determine the fit and finish of the Shared Areas so as to be consistent with the rest of the Building in Landlord's sole and absolute discretion. Tenant shall be responsible for paying the entire cost and expense of the Architect in the manner described herein. In accordance with payment procedures of the Architect, Landlord shall remit to Tenant the General Contractor's invoices for the Architect's for Landlord's Work hereunder. Tenant shall remit to Landlord the full amount of the applicable invoice for the Architect's work no later than ten (10) days after Landlord's delivery of said invoice. If Tenant fails to timely pay to Landlord the full amount of any such Architect invoice for Landlord's Work, Tenant shall be responsible for any late charges, interest or any costs incurred by Landlord resulting from Tenant's delay and, in addition, shall be subject to the default and remedy provisions of Section 22 and 23 below. Landlord shall be responsible for paying the Architect for services hereunder after Landlord's receipt of applicable funds from Tenant.

Landlord shall select a general contractor to perform Landlord's Work ("**General Contractor**"), which General Contractor shall be subject to Tenant's approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Landlord shall have the responsibility for directing the General Contractor to perform Landlord's Work. Tenant shall be responsible for paying the entire cost and expense of Landlord's Work excluding Landlord's Share (as hereinafter defined) in the manner described herein. In accordance with the draw schedules and procedures set forth in the contract with the General Contractor, Landlord shall remit to Tenant the General Contractor's invoices for the performance of Landlord's Work (including, without limitation, any initial deposits required by the General Contractor). Tenant shall remit to Landlord the full amount of the applicable invoice for the Landlord's Work no later than ten (10) days after Landlord's delivery of said invoice. If Tenant fails to timely pay to Landlord the full amount of any such invoice for Landlord's Work, Tenant shall be responsible for any late charges, interest or any costs incurred by Landlord resulting from Tenant's delay and, in addition, shall be subject to the default and remedy provisions of Section 22 and 23 below. Landlord shall be responsible for paying the General Contractor for the Landlord's Work after Landlord's receipt of applicable funds from Tenant. Notwithstanding the foregoing, Landlord shall be solely responsible for payment of the final One Hundred Fifty Thousand Dollars ($150,000.00) of the Landlord's Work ("**Landlord's Share**").

c. Completion/Possession. The date upon which Landlord provides written notice ("**Completion Notice**") to Tenant of the completion of Landlord's Work (as may have been modified as described herein) shall be the "**Possession Date**". Landlord shall endeavor to provide Tenant with a

verbal estimate of the Possession Date in advance of said written notice. Architecture, materials used in construction, and structural details of the Premises shall be the choice of the Landlord except as may otherwise be specifically stated in the Building Plans. Landlord may substitute materials required by the Buildout Plans provided they are equal or better in quality. In addition, notwithstanding anything to the contrary herein, Landlord shall have the unilateral right to make any changes to the Landlord's Work which are required or mandated pursuant to applicable local, state, or federal laws, codes, rules, regulations, ordinances, orders, or by the Condominium Association. Landlord reserves the right from time to time to make changes, additions, and eliminations in and to the Building and Common Areas, which right shall be in addition to any such right which may be held by the Condominium Association pursuant to the Declaration. Landlord's delivery of the Completion Notice to Tenant shall constitute delivery of possession of the Premises to Tenant. Landlord's Work shall be deemed approved by Tenant in all respects upon delivery of the Completion Notice, except as to any items related to Landlord's Work which are not completed or do not conform materially to the Buildout Plans (as may have been modified as described herein), provided that Tenant gives Landlord written notice of such items within ten (10) days after delivery of possession of the Premises. If Tenant fails to deliver written notice to Landlord of its objection to the completion of Landlord's Work or to Landlord's delivery of possession of the Premises to Tenant within ten (10) days of its receipt of this certificate, then such failure shall be deemed to be Tenant's waiver of any right to object to the completion of Landlord's Work or to the delivery date of possession of the Premises to Tenant. Landlord will cause such items listed in Tenant's notice to be completed or corrected in substantial accordance with the Buildout Plans (as may have been modified as described herein). Notwithstanding the above, the Tenant acknowledges that Tenant will not be entitled to an abatement of rent for the normal "punch-list" type items encountered in the construction of office space which do not materially interfere with the operation of Tenant's business.

d. Change Orders. Prior to Landlord completing Landlord's Work, Tenant may request by written notice to Landlord changes in the scope of work of Landlord's Work as defined in the Building Plans ("**Change Order**"). Landlord's written approval shall be required for all Change Orders; provided, however: (i) if the Change Order is received by Landlord *prior* to the submittal by Landlord of permitting materials to the applicable governmental agency, Landlord's approval of said Change Order shall not be unreasonably withheld; and (ii) if the Change Order is received by Landlord *after* submittal by Landlord of permitting materials to the applicable governmental agency, Landlord's approval of said Change Order may be granted or withheld in Landlord's sole and absolute discretion. Landlord's failure to provide written approval of a Change Order within fifteen (15) days after Landlord's receipt of the same shall be deemed a rejection of the applicable Change Order. If a Change Order is approved by Landlord, Tenant shall remit to Landlord via wire transfer or cashier's check the cost of said Change Order (which shall include, without limitation, any additional fees or costs for materials, labor, design fees, mobilization, and management) within five (5) business days after Landlord's notice of approval to Tenant, whereupon the Change Order shall be incorporated into Landlord's Work. Tenant's failure to timely remit said payment shall automatically cancel the Change Order.

e. Radon Test. Within ten (10) days after the Effective Date, Landlord shall, at its sole cost and expense, have a radon test conducted within the Premises by a Florida certified radon measurement technician or specialist. Landlord shall provide a copy of the test results to Tenant. If the test results show the presence of radon gas at a level at or above EPA action levels (4.0 picocuries per litre of air), then Landlord shall, within ninety (90) days after the Effective Date and at its sole cost and expense, take such action as is reasonably necessary to reduce radon gas within the Premises to below EPA action levels. No corrective action that may be required by Landlord pursuant to this subsection shall be grounds to (i) delay delivery of possession of the Premises to Tenant or otherwise affect the determination of the Possession Date above; or (ii) delay Tenant's obligation to pay Base Rent or CAM Charges commencing as of the dates specified below or entitle Tenant to any abatement of Base Rent or CAM Charges.

4. **CONDITION, INSPECTION, AND ACCEPTANCE OF PREMISES**. No representation, statement, or warranty, express or implied, has been made by or on behalf of Landlord as to the condition of the Premises, or as to the use that may be made of the Premises. Landlord shall not be responsible for any patent, latent or other defects or changes of condition in the Premises, the Building, or any improvements or personal property therein, and the rent and other sums payable hereunder shall not be withheld or diminished, nor shall Tenant assert the existence of any actual or constructive eviction on account of any changes or defects nor for any damages thereto or arising by reason thereof. Subject to the provisions of Section 3, Landlord is delivering the Premises, and Tenant accepts the Premises, in its "as-is, where-is" condition as of the Possession Date.

5. **QUIET ENJOYMENT / USE**. Subject to: (a) Tenant observing and obeying all applicable laws, ordinances, rules and regulations concerning the Premises and Common Areas, including, without limitation, the Declaration and any rules or regulations promulgated by the Condominium Association from time to time; (b) Tenant performing all of the covenants, conditions and provisions required of Tenant herein, including reasonable rules and regulations as may from time to time be imposed by Landlord or the Condominium Association; (c) the remaining provisions of this Lease; and (d) the reservations and conditions of any mortgages, liens, easements, restrictions or ordinances which may at any time effect and/or encumber the Premises and/or the below-referenced Property, Tenant shall have quiet possession of the Premises during the Lease Term. Tenant shall use and occupy the Premises for a general municipal offices, and shall not use or occupy the Premises for any other purpose whatsoever without Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion ("**Permitted Use**"). Tenant shall not interfere with nor conduct any activity which may injure or annoy other tenants or occupants within the Building or overall development in which the Building is located (hereinafter referred to as the "**Property**"), nor use or occupy the Premises or Common Areas in violation of any law, ordinance, rule, regulation or directive. Tenant shall: (a) keep the Premises, Common Areas, and interior portions of windows, doors, and other plate glass fixtures in a neat, clean, sanitary and safe condition; (b) neither solicit business nor cause to be distributed advertising matter or handbills in the parking or other Common Areas, nor distribute nor cause to be distributed or place same in or upon automobiles parked upon the Property; and (c) not place any weight upon the floors which shall exceed one hundred (100) pounds per square foot of floor covered. In addition, Tenant acknowledges that the use of candles, incense, aromatic oils, or other such products, and the smoking of tobacco products (including, but not limited to, cigarettes, pipes and cigars) by Tenant or its employees, officers, agents, clients, customers, invitees, licensees, and guests is prohibited within and upon the Premises and Common Areas and the Property, except in such designated portions of the Property as Landlord may determine; provided however, nothing herein shall be construed to require Landlord to establish or designate any area where the use of such products or the smoking of tobacco products may be permitted. In addition, and notwithstanding the fact that certain Shared Areas are located within the Premises, Tenant's use of such Shared Areas shall be reasonable and non-exclusive with other tenants, occupants, invitees, licensees, and guests of the Building, and in no way be exclusive to Tenant.

6. **RENT**. During the Lease Term, Tenant shall pay to Landlord at the above-referenced address (or at such other address as Landlord may designate), without notice, demand, deduction or set off whatsoever, in lawful United States currency, the Base Rent, Additional Rent, CAM Charges, and other charges described herein, including sales tax thereon.

a. Base Rent. Commencing on the date ("**Rent Commencement Date**") that is the earlier of: (i) the Possession Date; or (ii) March 1, 2016, Tenant shall pay to Landlord annual base rent ("**Base Rent**"), which shall be initially equal to Sixteen Dollars ($16.00) per square foot of Gross Area of the Premises. For the initial Lease Year (defined below), Tenant shall pay total Base Rent equal to One Hundred Twenty-Six Thousand Eight Hundred Thirty-Two Dollars ($126,832.00), plus any applicable sales and use tax thereon, which Base Rent is payable in monthly installments of Ten Thousand Five Hundred Sixty-Nine and 33/100 Dollars ($10,569.33), plus any applicable sales and use tax thereon. The Base Rent shall be paid monthly, in advance, and shall be due on the first (1st) day of each calendar month

of the Lease Term, commencing on the Rent Commencement Date. In the event the Rent Commencement Date is other than the first day of the month, Base Rent (and Additional Rent as hereinafter defined) shall be prorated for the month and paid in advance and the Lease expiration date shall be extended for the same number of days so that the Lease terminates at the end of a calendar month. For purposes of this Lease, a "**Lease Year**" shall mean the period of time commencing on the Rent Commencement Date (or the anniversary thereof) and ending on the date which is one (1) calendar year thereafter. In the event the Rent Commencement Date is other than the first day of the month, the initial Lease Year shall also include the number of days between the Rent Commencement Date and the end of the initial calendar month. Landlord and Tenant shall execute an unrecorded memorandum in order to confirm the Rent Commencement Date and the expiration date of the Lease Term. Commencing with the first (1st) anniversary of the Rent Commencement Date, and upon each anniversary of the Rent Commencement Date thereafter during the Lease Term, the Base Rent then in effect shall be increased by the greater of: (i) two and one-half percent (2.5%); or (ii) the percentage increase in the Consumer Price Index for All Urban Consumers, South Region published by the Bureau of Labor Statistics of the U.S. Department of Labor ("**CPI**"), which increase shall be determined by dividing the CPI as of three (3) months prior to the beginning of the Lease Year for which the rental adjustment is to be made by the CPI as it existed three (3) months prior to the beginning of the Lease Year then ending. In the event the CPI is no longer published, then a comparable index which measures inflationary factors, and the corresponding decrease in the purchasing power of the United States Dollar, shall be selected by Landlord and the increases set forth in (ii) above shall be based upon such index.

b. Sales Tax and Other Charges. Unless Tenant delivers to Landlord a sales tax exemption certificate from the State of Florida (which shall be renewed annually), all Base Rent and other charges due hereunder shall be paid together with all applicable charges and sales, use, and other taxes assessed thereon. Said taxes shall be paid in monthly installments and shall be due at the same time the Base Rent is due during the Lease Term. Base Rent is in addition to Additional Rent, CAM Charges, and other charges described herein.

c. Prepaid Rent. Upon the execution of this Lease, Tenant shall pay to Landlord an amount equal to the first full month's Base Rent and estimated CAM Charges, equal to Fourteen Thousand Five Hundred Thirty-Two and 83/100 Dollars ($14,532.83), to be credited against the first full month of Base Rent and CAM Charges due from Tenant hereunder ("**Prepaid Rent**").

d. Security Deposit. A security deposit from Tenant to secure Tenant's full and faithful performance of Tenant's obligations under this Lease in the amount of Fourteen Thousand Five Hundred Thirty-Two and 83/100 Dollars ($14,532.83) will be paid by Tenant to Landlord upon the parties' execution hereof ("**Security Deposit**"). Landlord may keep such Security Deposit in an interest-bearing account, which interest Tenant agrees shall be retained by Landlord. Tenant agrees that Landlord shall have the right to comingle the Security Deposit with any other funds possessed by Landlord. The deposit shall not be construed or deemed liquidated damages, but may be used by Landlord in the event Tenant fails to make any required payments or fails to take any required actions under this Lease. In the event Landlord must apply all or any portion of the Security Deposit, Tenant hereby agrees to replenish, within ten (10) days after written notice from Landlord, the Security Deposit up to the original amount noted above. Tenant's failure to replenish the Security Deposit within ten (10) days as required, above, shall constitute an immediate and material breach by Tenant under the terms of this Lease.

e. Late Charge. In the event that any payments of Base Rent, Additional Rent, CAM Charges, or any other payment required by Tenant hereunder is not paid within five (5) days of the date any such sum is due, Tenant agrees to pay to Landlord a late charge equal to five percent (5%) of the unpaid amount or One Hundred Fifty Dollars ($150.00), whichever is greater, to defray Landlord's administrative charges with respect to such late payment. The late fee shall not be deemed a waiver of any default by Tenant for failure to timely pay any sums due hereunder.

f. Bad Checks. Should a check from Tenant be dishonored or returned by the bank for any reason, Landlord shall be entitled to apply a service charge of Fifty Dollars ($50.00) for each such occurrence, which shall be in addition to the above-described late charge and in addition to any and all other rights and remedies available under this Lease and applicable law for a Tenant default. Nothing in this subsection shall be deemed a waiver of a Tenant default for failure to timely comply with all the terms of this Lease.

7. **APPLICATION OF PAYMENTS FROM TENANT**. Landlord shall apply payments from Tenant in the following order: First, toward any interest charges accrued against Tenant's account as permitted hereunder; Second, toward administrative fees, late fees, service charges or other legal expenses assessed against Tenant's account as permitted hereunder; Third, toward Landlord's reimbursable expenses, being those expenses incurred by Landlord on behalf of Tenant as permitted hereunder, and; Fourth, towards the payment of Base Rent, CAM Charges, and items of Additional Rent (as defined below) not otherwise specifically referenced in this Section.

8. **USE OF COMMON AREAS AND PAYMENT OF CAM CHARGES**.

a. Common Areas. The use and occupancy by Tenant of the Premises shall include the use in common with others entitled to the use of the common areas within the Building and/or Property (collectively referred to as the "**Common Areas**"); provided, however, the use of the Common Areas by Tenant shall be subject at all times to the Declaration and any rules and regulations prescribed pursuant thereto by the Condominium Association or Landlord. Tenant acknowledges that although the Building is currently a single unit pursuant to the terms of the Declaration, Landlord may in its sole discretion designate from time to time certain areas within the Building designed or otherwise intended to be shared by all tenants therein (e.g., hallways, bathrooms, lobbies, etc.) as "Common Areas" under this Lease.

b. CAM Charges. Commencing on December 1, 2015, Tenant shall pay to Landlord as Additional Rent (hereinafter defined as any and all sums, exclusive of Base Rent and sales tax, payable by Tenant to Landlord pursuant to this Lease), on the same day of each calendar month of the Lease Term that Base Rent is due and payable, an amount determined by Landlord to be Tenant's proportionate share of the total costs associated with the Premises, Common Areas, Building, and the Property, or as assessed by the Condominium Association in accordance with the Declaration (collectively referred to herein as the "**CAM Charges**") and all sales and other taxes thereon, including, without limitation, Tenant's proportionate share of any and all real property taxes assessed against the Premises, Building, Property, and/or any Common Areas. Such CAM Charges shall include, without limitation, all sums expended in connection with the operation, maintenance, management, administration, insuring, protection and repair of the Common Areas, the Building, and all other portions of the Property, including, without limitation, the costs of real property taxes and other taxes upon the Property and/or Building, including the Premises, whether as a component of the CAM Charges or separately billed to Tenant by Landlord as Additional Rent; Condominium Association assessments, fees and dues and all other condominium association and master association assessments, fees, and dues applicable to the Building; property insurance; reasonable management fees for offsite and/or onsite managers; general maintenance, repair, janitorial services and cleaning costs for the Premises, Building, Property and the Common Areas, including all parking areas; operation, maintenance, and repair of signs, sprinkler systems, landscaping, covered parking structures, lighting, utility systems, including HVAC systems servicing the Common Areas (with Landlord being responsible for any required replacement of such common HVAC system not due to Tenant's or Tenant's employees', contractors', agents', guests', or invitees' negligence or willful misconduct), storm drainage systems; the cost of all lighting and other utilities for the Common Areas, Building, Premises and the Property; the costs of trash removal; taxes and assessments upon the Building and/or Property; adequate public liability, property damage, plate glass, and fire and extended coverage insurance for the Property, Building, and Common Areas and any other insurance of reasonable amounts now or hereafter carried by Landlord or the Condominium Association with respect to the Common Areas, Building, Premises and

the Property; and reserves for the purpose of paying future CAM Charges and any other assessments made in accordance with the Declaration.

c. Calculation of Common Area Maintenance. Tenant's proportionate share of such CAM Charges shall be a fraction: (1) the numerator of which is the Gross Area of the Premises; and (2) the denominator of which is the total number of leasable square feet of space within the Building as calculated by Landlord from time to time in Landlord's sole and absolute determination. Landlord reserves the right to provide separate electricity metering for the Premises in the future. In such case, the costs associated with any rewiring and installation of metering devices shall be borne by the Landlord, and Tenant shall thereafter be billed directly by the electrical utility provider or by the Landlord for the measured electricity use for the Premises. At such time, Tenant shall be entitled to an appropriate reduction in CAM Charges. Such reduction shall be based upon the proportionate share of Tenant's CAM Charges previously assigned to electric utility usage for the Premises.

d. Adjustment. Landlord may adjust the estimated monthly CAM Charges at the end of any calendar quarter on the basis of Landlord's reasonably anticipated costs. Within sixty (60) days following the end of each calendar year, Landlord shall, upon Tenant's request or at Landlord's discretion, furnish to Tenant a statement covering the calendar year just expired, showing the total of the Common Area Maintenance costs, the amount of Tenant's share thereof, and the CAM Charges paid by Tenant with respect to such period. If Tenant's share exceeds the payments so made by Tenant, Tenant shall pay to Landlord the deficiency within fifteen (15) days after receipt of such statement. If said payments exceed Tenant's share, such excess shall be credited against the next sums becoming due from Tenant hereunder, or if for the final year of the Lease Term, shall be refunded to Tenant with the statement provided by Tenant described above.

e. Common Area Maintenance Estimate. Landlord estimates the initial CAM Charges for Tenant for calendar year 2015 to be approximately Six Dollars ($6.00) per square foot of Gross Area per annum totaling Forty-Seven Thousand Five Hundred Sixty-Two Dollars ($47,562.00), which sums shall be paid in monthly installments of Three Thousand Nine Hundred Sixty-Three and 50/100 Dollars ($3,963.50), plus any applicable sales tax thereon. After calendar year 2015 and for every calendar year thereafter during the Lease Term, Landlord shall establish the Common Area Maintenance charge in an amount determined by Landlord to be Tenant's proportionate share of the total costs associated with the Common Areas and the Building, or as assessed by the Condominium Association in accordance with the Declaration, for the next calendar year of the Lease Term. Tenant shall not be entitled to set off or deduct from any Base Rent or other payments due Landlord hereunder any disputed CAM Charges. Tenant acknowledges that the above estimate may not reflect the actual CAM Charges and may not include all actual expenses to be incurred as the same may not be finalized as of the Effective Date.

9. **PARKING**. Tenant and Tenant's employees and customers shall have the right to the reasonable use of the Property's non-reserved parking areas on a non-exclusive basis and in common with other tenants and parties with the right to use the same. If any portions of the parking areas are designated for the exclusive use of other tenants or other parties (whether covered or uncovered parking), Tenant and Tenant's employees and customers shall have no right to use such designated parking spaces. Tenant, its employees, guests, agents and invitees shall be subject to all provisions of the Declaration relating to the use of parking spaces located upon the Property.

10. **SIGNAGE**. Tenant shall not place any signage in or about the Premises, Property, or the Building unless Tenant's signage complies with the Declaration and all applicable laws, rules, regulations and ordinances, and any other condominium and property owners' association regulations as the same may be amended from time to time. In addition, Tenant's signage shall be subject to Landlord's prior review and approval (such approval not to be unreasonably withheld). Tenant shall be solely responsible for any and all expenses related to Tenant's signage. Subject to the foregoing, Tenant shall have the right to: (i) erect and/or install Building signage at such location(s) to be determined by Landlord; and (ii) place

Tenant's signage on the main tenant directory in the lobby of the Building, in such a location as designated by Landlord. Landlord shall have the right, but not the obligation, in the future to modify at Tenant's sole expense, Tenant's signage in order to comply with applicable laws, rules, regulations, and ordinances.

11. **ALTERATIONS OF PREMISES AND IMPROVEMENTS**.

a. Prior Approval. Except for minor, cosmetic modifications to the Non-Shared Areas of the Premises which are non-structural in nature, Tenant shall not make any improvements or alterations to the Premises without Landlord's prior written consent. Tenant shall submit plans and specifications for any improvements or alterations to Landlord for prior review and approval, such approval not to be unreasonably withheld. Landlord shall have a period of not less than twenty (20) days following receipt of the plans to review and approve the same. Additionally, for any improvements or alterations which require building permits, Tenant shall obtain such permits at Tenant's sole expense and provide copies of same to Landlord prior to commencing construction. Upon approval by Landlord of the plans, Landlord's receipt of copies of all required permits and contractors' proof of insurance, and Tenant and Landlord having conducted a pre-construction meeting, Tenant may commence the improvements shown by the approved plans and/or permits, using a reputable licensed general contractor reasonably acceptable to Landlord. For any improvements or alterations which involve electrical, mechanical, or fire sprinkler work, Tenant must use one of Landlord's approved vendors, which vendors may be selected by Landlord in its sole and absolute discretion. Any and all approved alterations, additions and improvements in or to the Premises shall become and remain a part of the Property, except in those instances whereby Landlord, in its sole and absolute discretion, shall require Tenant to remove such improvements upon Lease expiration or earlier termination of the Lease, otherwise such improvements shall become the property of Landlord upon expiration or earlier termination of this Lease. Subject to the foregoing and any required approval by governmental entities or the Condominium Association, Tenant shall have the right to install at its sole cost and expense a generator for the Premises at a location to be approved by Landlord in its sole and absolute discretion.

b. No Liens or Encumbrances. The interest of Landlord in the Premises and the Property is not subject to liens for improvements or alterations made by Tenant , and it is specifically understood and agreed that in no event shall Landlord or the interest of the Landlord in the Premises be liable for or subject to any construction, materialman's, or laborer's liens for improvements or work made by or for Tenant, services rendered, materials furnished or obligations incurred by or on behalf of Tenant; and this Lease specifically prohibits the subject of Landlord's interest in the Premises to any construction, materialman's, or laborer's liens for improvements made by Tenant or for which Tenant is responsible for payment under the terms of this Lease. Tenant shall comply with the Construction Lien Law of the State of Florida as set forth in Chapter 713, Florida Statutes. Tenant will not create, nor permit to be created, nor remain as a result of any action or work done or contracted for by Tenant, any lien, encumbrance or charge levied on account of any imposition, or any construction, mechanic's, laborer's or materialman's lien which might be, or become a lien, encumbrance or charge upon the Premises or the Property. Any construction, mechanic's, laborer's or materialman's lien shall be promptly discharged by Tenant in accordance with Florida law, or Tenant shall promptly transfer such lien to a proper surety or cash bond as provided by Chapter 713, Florida Statutes, time being of the essence. The foregoing obligations of Tenant shall survive the Lease Term, and the failure of Tenant to comply with the foregoing shall be a material default hereunder.

12. **REPAIRS BY TENANT**. Tenant shall, at its sole cost and expense, keep and maintain the Premises and every part thereof in good order and repair throughout the Lease Term. Without limiting the foregoing, Tenant will keep in good order and repair and maintain as needed: any HVAC system located within or exclusively serving the Premises, ceilings, walls, floors, and all fixtures in, on and about the Premises, including but not limited to, water, plumbing, sewer, electrical and utility systems, and Tenant shall be liable for any damage to such systems occurring during the Lease Term, except for any

damage caused by Landlord's intentional misconduct. Tenant shall return the Premises, including any improvements or alterations made to the Premises, to Landlord at the expiration or earlier termination of this Lease in the same good and clean condition and repair as when first received, or in the case of approved improvements, as when completed, ordinary wear and tear excepted. All damage or injury to the Property, Premises, Building, or the Common Areas caused by Tenant, its officers, directors, principals, members, agents, employees, patrons, contractors, customers, or visitors, shall be promptly reported to Landlord, and shall be promptly repaired by Tenant at its sole cost and expense to the satisfaction of Landlord and/or the Condominium Association, as applicable. Landlord may make such repairs which are not promptly made by Tenant and charge Tenant for the cost thereof, and Tenant hereby agrees to pay such amounts on demand as Additional Rent. In the event Landlord determines, in the reasonable exercise of its discretion, that the Premises is threatened by hazardous weather, such as a hurricane or severe storm, Tenant shall make all reasonable efforts to protect the Premises and surrounding areas from damage from said weather. This may include, but not be limited to, installing storm shutters (where Landlord has made them available, at Landlord's sole discretion), removing loose signs, decorations or debris, and cooperating with Landlord's agents, Building managers, and maintenance personnel in order to complete the storm preparation tasks.

13. **HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEMS**. Throughout the Lease Term, Tenant shall be responsible for, as a component of its CAM Charges, or as Additional Rent, as applicable, the expense of maintenance and repair (but not replacement) of all HVAC units on or servicing the Property or Building (regardless of the age or condition of said units), including, but not limited to, compressors, fans, and duct work. In addition, as set forth in Section 12 above, Tenant shall be responsible at its sole cost and expense for maintaining and repairing any HVAC system and related feeders, vents, or returns located within or exclusively serving the Premises. In connection therewith, Tenant shall obtain and keep in place a contract with a reputable and certified HVAC contractor reasonably acceptable to Landlord for the duration of the Lease Term and any Renewal Term, as applicable, and said contract shall provide for inspections and maintenance of the HVAC system not less than once every six (6) months. Subject to the terms hereof, Landlord shall be responsible for any required replacement of the HVAC system located within or exclusively serving the Premises; provided: (i) Tenant is not in default of this Lease and has not theretofore been in default of this Lease beyond any applicable cure period; (ii) said replacement of the HVAC is not required due to any wrongdoing or negligence on the part of Tenant or its agents, employees, patrons, contractors, customers, or visitors; and (iii) Tenant has timely and continuously complied with the requirement to obtain and keep in place a contract with a reputable and certified HVAC contractor reasonably acceptable to Landlord, and inspections and maintenance of the HVAC system have been regularly performed not less than quarterly. In the event Tenant does not meet the all aforementioned conditions, Tenant shall be solely responsible for the entire cost of such replacement of the HVAC system and/or its components located within or exclusively serving the Premises. To the extent any damage to any HVAC system(s) located upon the Property is caused by an intentional or negligent act or omission by Tenant or its officers, directors, principals, members, agents, employees, patrons, contractors, customers, or visitors, Tenant shall be solely responsible for all repair or replacement costs over and above its Common Area Maintenance charge obligations, as applicable. Further, to the extent any additional HVAC systems are necessary or desirable for Tenant's use of the Premises following delivery of possession by Landlord for a server room or otherwise, Tenant will be solely responsible for any cost or expense related to same.

14. **RUBBISH REMOVAL**. Tenant shall keep the Premises, both inside and outside, in a neat, clean, sanitary and safe condition, and in accordance with such rules and regulations as may be established by Landlord for same. The Condominium Association provides cleaning and janitorial of Common Areas and the Landlord will provide cleaning and janitorial services to the Premises. Tenant will be responsible for its proportionate share of costs associated with said cleaning services, which shall be included in the CAM Charges.

15. **UTILITIES**. Tenant shall pay the cost of water and sewer, gas, electricity, fuel, light, heat, power, and any and all other utilities furnished by Landlord and/or Condominium Association to the Common Areas and Premises as a component of Tenant's CAM Charges, or as Additional Rent. Tenant shall be solely responsible for its own telephone, Internet access, and cable charges. Tenant shall be solely responsible for any and all costs and expenses relating to any utilities or other services provided solely to the Premises and which are not included in the CAM Charges.

16. **LIABILITY AND OTHER INSURANCE**.

a. Tenant's Insurance. Tenant shall carry at its own expense Comprehensive General Public Liability (to include Bodily Injury) and Property Damage insurance with combined single limits of not less than One Million Dollars ($1,000,000.00) with insurance companies authorized to do business in Florida and satisfactory to Landlord (an insurance company with *Best's Key Rating Guide: Property - Casualty* of not less than "A+" shall be deemed satisfactory to Landlord), insuring Landlord and Tenant against any liability arising out of Tenant's use, occupancy and maintenance of the Premises, Common Areas or other portions of the Property, including loss of income and rent provided for in this Lease. Such Comprehensive General Public Liability insurance shall cover all of Tenant's business operations, including without limitation, the services provided to Tenant's customers, employees and invitees. Landlord may carry fire and extended coverage insurance, including windstorm insurance, flood insurance, and plate glass insurance, on the building and Premises which shall be billed to Tenant as Additional Rent or as a component of the CAM Charges. In addition, throughout the Lease Term, Tenant shall maintain any Workmen's Compensation coverage in full force and effect required under Florida law. The above required insurance policies shall contain provisions prohibiting the modification or cancellation of insurance without at least thirty (30) days prior written notice to Landlord and shall name Landlord as an additional insured (except for Workmen's Compensation Insurance). Tenant shall deliver said policies or certificates thereof to Landlord prior to Tenant's occupancy of the Premises, and thereafter, renewal policies or certificates shall be delivered to Landlord not less than thirty (30) days prior to expiration. The limit of any such insurance shall not limit the liability of Tenant hereunder. The failure of Tenant to effect said insurance in the names herein called for, or to pay the premiums required, or to deliver said policies or certificates to Landlord, shall be a material Default under this Lease. Tenant shall be solely responsible for securing and maintaining any insurance on Tenant's stock, trade fixtures, inventory, equipment and all other personal property of any nature located in the Premises, and Landlord shall not have any obligation to repair or replace, nor in any way be liable for, the same.

b. Landlord's Insurance. Tenant shall not stock, use, or sell any article or do anything in or about the Premises, Common Areas, or the Property which may be prohibited by Landlord's or Condominium Association's insurance policies or any endorsements or forms attached thereto, or which will increase any insurance rates and premiums relative to the Premises, Common Areas and/or Property. In the event Tenant violates the provisions of this subsection, Tenant shall indemnify and hold Landlord harmless and shall, on demand, pay Landlord the increased cost of such insurance as Additional Rent.

17. **EXCULPATION**. Landlord, its officers, managers, members, directors, partners, employees, principals, and agents, shall not be liable for injury to Tenant's business or any loss of income therefrom or from damage to Tenant's merchandise, inventory, equipment or any other property of Tenant, or Tenant's officers, managers, members, directors, employees, invitees, customers, patrons or any other persons in or about the Premises from any cause whatsoever, whether said damage or injury results from conditions arising upon the Premises, Common Areas or upon other portions of the Property (specifically including water, sewer, soil, pipes or other leakage), or from other sources or places, and regardless of the cause of such damage or injury, except where such injury or damage is a direct result of Landlord's gross negligence. All property of Tenant kept or stored on the Premises shall be so kept or stored at the sole risk of Tenant and Tenant shall hold Landlord harmless from any claims arising out of damage to the same. Landlord shall not be liable for any damages arising from any criminal act or act or neglect of any other tenant of the Property, whether occurring in the Premises, Common Areas, or other

areas of the Property. In addition to the foregoing, Tenant acknowledges and agrees as material consideration for this Lease that Landlord (and its members, managers, and officers) shall not be personally liable with respect to any of the terms, conditions, covenants, or agreements of this Lease. For the satisfaction of Tenant's remedies in the event of a breach by Landlord, Tenant agrees to look solely to the equity interest of the Landlord in the Property (if any) and/or to any net profits which may be derived by Landlord from any sale or transfer of the Property, and in no event shall Tenant sue Landlord for consequential, special, punitive, or treble damages, Tenant hereby specifically waiving its right to assert same.

18. **INDEMNIFICATION**. To the extent permitted by Florida law, Tenant shall defend, indemnify, and hold Landlord, its officers, managers, members, directors, partners, employees, principals, and agents harmless against and from any and all claims, expenses or other liabilities of any nature arising from Tenant's use of the Premises, Property and/or Common Areas, or from the conduct of its business, or from any activity or work done, permitted or suffered in or about the Premises, Property, and/or Common Areas, and Tenant shall further indemnify and hold said parties harmless against and from any and all claims arising from any Default in the performance of the Lease by Tenant or from any act or omission of Tenant, its officers, managers, members, agents, employees, guests, customers or invitees. If any action or proceeding is brought against Landlord by reason of such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant shall assume all risk of damage to property or injury to persons in, upon or about the Premises. Tenant shall also give prompt notice to Landlord in case of casualty or accidents in or about the Premises. Notwithstanding the foregoing, nothing in this Agreement (including, without limitation, the indemnification obligation and insurance requirement contained in this Section) shall be deemed as a waiver of immunity or limits of liability of Tenant beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

19. **DAMAGE OR DESTRUCTION**. If the Premises and/or the Property shall be damaged or destroyed by fire, the elements, unavoidable accidents, or other casualty not due to the fault or neglect of Tenant, or its employees, contractors, officers, directors, agents, customers or invitees, whereby the Premises are rendered substantially or wholly untenable, Landlord may, at its option, cause such damage to be properly repaired, and the Base Rent meanwhile shall be abated during such repairs, or Landlord may terminate this Lease. If, in Landlord's sole determination, any such damage cannot be repaired within one hundred eighty (180) days of said occurrence, Landlord and Tenant shall each have the option of terminating this Lease in writing, whereby after all Base Rent and additional charges hereunder shall have been paid to the date of damage, there shall be no further liability upon either party. If the Premises shall be so damaged or destroyed as described herein whereby the Premises are not rendered substantially or wholly untenable, then Landlord shall cause such damage to be properly repaired and Tenant shall be entitled to a temporary and equitable reduction in Base Rent during the repair period following such damage or destruction. Notwithstanding the foregoing, Tenant agrees and acknowledges that Landlord's responsibility to make the foregoing repairs is specifically limited to those portions of the Premises originally constructed by Landlord and shall not apply to any improvements or alterations made to the Premises by the Tenant, Landlord or any other party. In addition, notwithstanding anything contained in this Section to the contrary, Tenant agrees and acknowledges that Landlord's responsibility to make the repairs above is specifically limited to the amount of insurance proceeds actually recovered by Landlord.

20. **CONDEMNATION.** If the Premises, Common Areas and/or Property, or any part thereof, shall be acquired or taken by eminent domain for any public or quasi-public use or purpose, and such acquisition or taking renders at least a portion of the Premises unsuitable for the use described in Section 5 hereof, Landlord and Tenant shall each have the right to terminate this Lease by written notice given to the other within sixty (60) days after the date of title vesting in such proceeding. In the event of such

termination, all rents and other sums payable hereunder shall be paid by Tenant up to the date of termination and Landlord shall make an equitable refund of any rents and other sums paid by Tenant in advance and not yet earned. All damages or compensation awarded or paid for any such taking, whether for the whole or a part the Premises, Common Areas and/or Property shall belong to and be the property of Landlord without any participation by Tenant whether such damages or compensation shall be awarded or paid for diminution in value of the fee or any interest of Landlord in any ground or underlying lease of the Premises, Common Areas and/or Property or the leasehold estate create hereby, and Tenant expressly waives and relinquishes all claims to such awards and compensation or any part thereof and of the right to participate in any such condemnation proceedings against the owners of any interest in the Premises, Common Areas and Property; provided, however, nothing herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority, but not against Landlord, for the value of or damages to and/or the cost of removal of Tenant's fixtures and/or other personal property which under the terms of this Lease would remain Tenant's property upon the expiration of the Lease Term, as may be recoverable by Tenant, provided further that no such claims shall diminish or adversely affect Landlord's award. Each party hereto agrees to execute and deliver to the other all instruments as may be reasonably required to effectuate the provisions of this Section.

21. **ASSIGNMENT AND SUBLETTING**.

a. No Assignment, Sublease, etc. Tenant shall not assign this Lease, in whole or in part, or sublet, mortgage, or encumber all or any portion of the Premises or Property without Landlord's prior written consent, which consent Landlord may withhold in its sole and absolute discretion. Although Landlord is not obligated to give its consent to the foregoing, Landlord shall be entitled to consider all factors which it deems relevant to any proposed consent to subletting or assignment, including, but not limited to, the financial responsibility of the proposed subtenant or assignee, the business reputation, experience and acumen of the proposed subtenant or assignee in the field of the permitted uses set forth in Section 5 herein, and the need for alteration of the Premises. If such consent is granted by Landlord, the subletting or assignment shall be subject to and conditioned upon the following: (1) at the time of any such proposed subletting or assignment Tenant shall not be in default under any of the terms, provisions, conditions, or provisions of this lease; (2) the subtenant or assignee shall occupy the Premises and conduct its business in accordance with the permitted uses set forth in Section 5 herein; (3) if the Base Rent, Additional Rent, or any other sums required to be paid by any such subtenant or assignee exceeds the sums required to be paid hereunder then, if such excess is paid to Tenant, Tenant shall pay to Landlord all of such monthly excesses, which shall be deemed to be Additional Rent; (4) Tenant and assignee or subtenant shall execute, acknowledge and deliver to Landlord a fully executed counterpart of a written assignment of lease or sublease, as the case may be, duly consented to by Tenant's guarantors, if any, by the terms of which: (i) in case of an assignment, Tenant will assign to such assignee Tenant's entire interest in this Lease together with all prepaid rents and rights to the security deposit hereunder, if any, and the assignee will accept said assignment and assume and agree to perform, directly for the benefit of Landlord, all of the terms, covenants and conditions of this Lease on Tenant's part to be performed hereunder; or (ii) in case of a subletting, the sublease and the subtenant interest therein will in all respects be subject to and subordinate to all of the terms, covenants, and conditions of this lease and the subtenant thereunder will agree to be bound by and to perform all of the terms, covenants and conditions of this lease on Tenant's part to be performed hereunder, except the payment of Base Rent, Additional Rent and all other charges and sums payable hereunder, which Tenant shall continue to pay to Landlord; and (5) notwithstanding any such assignment or subletting under the terms of this Section, both Tenant and its guarantors, if any, will not be released or discharged from any liability whatsoever under this Lease and will continue to be fully liable thereon. The prohibition against any assignment or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Tenant shall reimburse Landlord for any out of pocket costs (including, without limitation, third party fees incurred by Landlord) associated with Landlord's review or any assignment or sublease proposed by Tenant, regardless of whether such assignment or sublease is approved. Tenant shall be

solely responsible for paying any broker commission(s) that may arise out of any such assignment or sublease.

b. Landlord's Actions. Landlord may assign, sell or otherwise transfer all or any portion of the Property or Premises in Landlord's sole and absolute discretion. In such event, any and all obligations and liabilities of the Landlord under this Lease accruing after the assignment, transfer or sale shall be the sole responsibility of the third-party purchaser. In the event the Landlord shall assign, sell, convey or otherwise dispose of all or any portion of the Property or Premises, Landlord shall be released from all liability and obligation under this Lease, and such liabilities and obligations shall be binding solely on the third-party purchaser of the Property and/or Premises. In the event of such sale or transfer, Tenant agrees to attorn unto the new owner and hereby gives Landlord consent to assign the Security Deposit, if any, to the transferee pursuant to the same terms and conditions as set forth in Section 6.d, above.

22. **DEFAULT**.

a. Immediate Default-Bankruptcy, Receivership, Insolvency. Any of the following acts by Tenant shall constitute an immediate default, without the necessity of Landlord giving notice to Tenant:

(1) if Tenant shall file for or commit an act of bankruptcy, receivership, insolvency, reorganizations, dissolution, liquidation, or if other similar proceedings shall be instituted by Tenant for all or any part of its property under the Federal Bankruptcy Act or other law of the United States or of any state or other competent jurisdiction; or

(2) if any act of bankruptcy, receivership, insolvency, reorganizations, dissolution, liquidation or if other similar proceedings shall be instituted against Tenant for all or any part of Tenant's property under the Federal Bankruptcy Act or any law of the United States or of any state or other competent jurisdiction, and Tenant shall either consent thereto or fail to cause the same to be discharged within sixty (60) days; or

(3) if Tenant discontinues business, or otherwise abandons the Premises for a continuous period of twenty (20) days.

b. Monetary Default. If Tenant shall fail to pay all Base Rent, Additional Rent, CAM Charges, taxes or any other sums due hereunder within five (5) days of the date when due under this Lease, then Tenant shall, without notice, be in immediate default hereunder and Landlord shall have those remedies set forth in Section 23, below.

c. Non-Monetary Defaults. If Tenant fails to perform any of the other covenants, duties, agreements, undertakings or terms of this Lease, Landlord shall give Tenant fifteen (15) days written notice to cure the same or to commence to cure the same and diligently prosecute to completion if the same cannot be cured within a fifteen (15) day period (or, if such default is governed by the Declaration, such shorter period of time provided for curing the same under the Declaration). If Tenant does not cure the breach or begin to take such material steps and institute and diligently prosecute to completion such actions as will cure such breach (if same cannot be cured) within fifteen (15) days after Landlord gives notice (or such shorter period as provided under the Declaration), Landlord shall have those remedies set forth in Section 23, below.

d. Multiple Defaults. Notwithstanding the other provisions of this Lease, if Tenant or any subtenant, assignee or occupant: (a) shall fail to pay all Base Rent, Additional Rent, CAM Charges, taxes or any other amount when due under this Lease and any such above failure shall continue or be repeated for two consecutive months or for a total of three months during any twelve consecutive month period; or (b) Tenant fails to perform any of the other covenants, duties, agreements, undertakings, or terms of this Lease and fails to cure the same within fifteen (15) days after written notice from Landlord for two times,

in the aggregate, in any period of twelve consecutive months, then Landlord may, upon three (3) days written notice, declare Tenant in default hereunder, whereupon Landlord shall have all rights and remedies set forth herein.

23. **LANDLORD'S DEFAULT REMEDIES**. If Tenant is in default hereunder and fails to cure said default as provided above, Landlord may do one or more of the following at its sole option and without limiting any other right or remedy to which Landlord may be entitled:

a. charge to Tenant, as Additional Rent hereunder, the amount of any default in payment, together with expenses and costs incurred by Landlord, plus interest at the highest rate allowed by Florida law, which total sum shall be due and payable by Tenant upon the next Base Rent payment date.

b. cancel and terminate the Lease, as well as all of the right, title, possession and interest of Tenant hereunder. In the event of such termination, Tenant shall immediately relinquish possession of the Premises to Landlord. Notwithstanding Landlord's termination of the Lease hereunder, Tenant's liability under the Lease will continue until the end of the Lease Term;

c. continue to hold Tenant liable for all rent and any other monies due Landlord under the Lease, without taking possession of the Premises, in which event Landlord has the option to periodically sue Tenant for past rent and other charges due without waiving any right to sue for future rent and other charges;

d. accelerate all Base Rent, CAM Charges, Additional Rent and any other monies due Landlord under the Lease for the balance of the Lease Term and declare the same to be immediately due and payable.

e. reenter and repossess the Premises with Tenant remaining liable to Landlord for all sums and charges as provided herein. Landlord, at its sole option, may relet the Premises on any terms, for any period of time and at any rental as Landlord in its reasonable discretion may deem appropriate. Tenant hereby irrevocably constitutes and appoints Landlord as its special attorney in fact, coupled with an interest, for purposes of reletting the Premises pursuant to the immediately preceding sentence. In the event that Landlord shall elect to so relet the Premises on behalf of Tenant, then rentals received by Landlord from such reletting shall be applied:

(1) First, to reimburse Landlord for the costs and expenses of such reletting (including, without limitation, costs and expenses of retaking or repossessing the Premises, removing persons and property therefrom, securing new Tenants, real estate commissions paid, legal fees and, if Landlord shall maintain and operate the Premises, the costs thereof) and necessary, reasonable alterations;

(2) Second, to the payment of any indebtedness of Tenant to Landlord other than Base Rent, CAM Charges and other sums due and unpaid hereunder;

(3) Third, to the payment of Base Rent, CAM Charges and other sums due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable; and

(4) Should the rentals received from such reletting, when applied in the manner and order indicated above, at any time be less than the total amount owing from Tenant pursuant to this Lease, then Tenant shall pay such deficiency to Landlord, and if Tenant does not pay such deficiency within ten (10) days of its receipt of written notice, Landlord may bring an action against Tenant for recovery of such deficiency or pursue its other remedies hereunder in addition to any other remedies Landlord may have at law or in equity;

f. pursue any action at law or equity available to Landlord.

24. **Intentionally Deleted.**

25. **RENEWAL TERM**. Provided Tenant is not in default at the end of the Lease Term and has not been in default of this Lease on more than two (2) occasions in any twelve (12) month period (regardless of any applicable cure or cure period), Tenant shall, at its option, have the right to renew this Lease for three (3) additional terms of five (5) years (each, a "**Renewal Term**"), with each such Renewal Term commencing upon the expiration of the original Lease Term or prior Renewal Term, as applicable, subject, however, to the following terms and conditions:

a. All terms and conditions of this Lease are to remain the same and in full force and effect, except that on each anniversary of the Rent Commencement Date, the Base Rent then-in effect (*i.e.*, the Base Rent in effect immediately prior to the expiration of the Lease Term or then-current Renewal Term, as applicable) shall be increased by the greater of: (i) two and one-half percent (2.5%); or (ii) the percentage increase in the CPI, which increase shall be determined by dividing the CPI as of three (3) months prior to the beginning of the Lease Year for which the rental adjustment is to be made by the CPI as it existed three (3) months prior to the beginning of the Lease Year then ending.

b. Tenant must notify Landlord in writing by certified or registered mail or hand delivery, at least one hundred eighty (180) days prior to the expiration of the Lease Term (or prior Renewal Term, as applicable) that Tenant intends to renew the Lease for the Renewal Term. Tenant's failure to timely so notify Landlord in the above manner shall automatically be deemed Tenant's waiver of Tenant's option for the Renewal Term.

26. **PURCHASE OPTION**. Provided that Tenant is not in default, Tenant shall, at its option and commencing on the first day of the second (2nd) Lease Year hereunder, have the right to purchase the Building (the "**Purchase Option**") by delivering written notice to Landlord prior to 5:00 p.m. (Eastern Time) on the last day of the fifth (5th) Lease Year (the "**Purchase Notice Deadline**"), of Tenant's intent to exercise the Purchase Option (the "**Purchase Notice**"). Upon proper exercise of the Purchase Option by Tenant, the parties shall be bound by and shall proceed in accordance with the following terms and conditions to effectuate consummation of the purchase and sale transaction (the "**Closing**"):

a. Purchase Price. The purchase price for the Building ("**Purchase Price**") shall be based upon the date which is sixty (60) days after the Purchase Notice (together with the applicable Deposit) is properly delivered to Landlord ("**Outside Closing Date**"), in accordance with the following table:

OUTSIDE CLOSING DATE	PURCHASE PRICE
During 2nd Lease Year	$ 4,000,000.00
During 3rd Lease Year	$ 4,120,000.00
During 4th Lease Year	$ 4,243,600.00
During 5th Lease Year	$ 4,370,908.00

b. Deposit. Simultaneous with delivery of the Purchase Notice, Tenant shall deliver to Landlord a non-refundable deposit of ten percent (10%) of the applicable Purchase Price ("**Deposit**"), which Deposit shall be credited toward the Purchase Price at Closing. If Tenant defaults in the performance of any of Tenant's obligation to purchase the Unit, for any reason other than a default by Landlord, then Landlord shall be entitled, as Landlord's sole and exclusive remedy relating to the Purchase Option, to retain the Deposit as agreed upon and liquidated damages on account of such default by Tenant (it being understood and agreed by both Tenant and Landlord that such amount is a fair and reasonable measure of the damages to be suffered by Landlord in the event of such default, the exact amount thereof being difficult, inconvenient, uncertain to determine and incapable of ascertainment. Notwithstanding anything

to the contrary herein, neither the exercise by Tenant of the Purchase Option nor the exercise by Landlord of any remedy following a Tenant default relating to the Purchase Option shall relieve, alter, or otherwise affect Tenant's obligations to fully perform its obligations as tenant under this Lease.

c. Other Conditions.

(1) As-Is Conveyance. Except as otherwise specifically stated herein, Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Property, including, without limitation, the water, soil and geology, and the suitability thereof and of the Property for any and all activities and uses which the Buyer may elect to conduct thereon, and the existence of any environmental hazards or conditions thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien encumbrance, license, reservation, condition or otherwise; and (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental or other body. Buyer acknowledges that it will inspect the Property and Buyer will rely solely on its own investigation of the Property and not on any information provided or to be provided by Seller, except as otherwise specified in this Section. Buyer further acknowledges that any documents provided by Buyer pursuant to the Contract were obtained from a variety of sources and Seller has not made any independent investigation or verification of such information; and Seller does not make any representations as to the accuracy or completeness of such information, except as otherwise specified in this Section. The sale of the Property as provided for herein is made on an "as is," "where is" basis and with all faults, and Buyer expressly acknowledges that, in consideration of the agreements of Seller herein, except as otherwise specified in this Section, Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability, suitability, tenantability or fitness for a particular purpose, in respect of the Property.

(2) Association Disclosure. The Property is located within and/or subject to the jurisdiction of: (i) the Condominium pursuant to the Declaration as described herein; and (ii) any association charged with administering the Declaration, as amended. Buyer shall be responsible for any resale capital assessments, transfer fees, or other initial assessments, charges, and/or fees, if any, levied by such associations in connection with Buyer's acquisition of the Property.

d. Closing. Closing shall take place not later than sixty (60) days after delivery of the Purchase Notice (together with the Deposit) to Landlord ("**Closing**"). Closing shall be facilitated through the exchange of documents and the Purchase Price via a closing agent/title agent selected by Landlord in Lee or Collier County, Florida. For avoidance of doubt, upon Closing, this Lease and any obligations of Landlord and Tenant hereunder shall be deemed terminated.

e. Closing Documents. At Closing, Landlord shall convey by special warranty deed marketable title to Tenant subject to the exceptions set forth on **Exhibit "B"**, attached hereto and incorporated herein by reference (the "**Permitted Exceptions**"). In addition to the special warranty deed, Landlord shall execute and deliver to Tenant a quit-claim bill of sale relating to the Premises, a non-foreign person affidavit, an assignment of any applicable leases for the Building other than this Lease, and both Tenant and Landlord shall each execute and exchange a closing statement setting forth the Purchase Price. Further, the parties shall each execute such other documents as may be reasonably required by the escrow agent to effectuate the Closing.

f. Costs and Prorations. Except as to any portion of the Building not subject to a lease (which unleased portion shall be prorated in accordance with prevailing real estate closing standards in Lee County, Florida), there shall be no proration of taxes or assessments between the parties with Tenant being responsible for all taxes and assessments for the then-current calendar year and the calendar years subsequent to Closing; provided, however, any portion of CAM Charges collected by Landlord from Tenant for purposes of paying all or a portion of applicable taxes and assessments of the then-current

calendar year and which portion have not been paid by Landlord shall be credited to Tenant at Closing. Tenant shall be responsible for the documentary stamp taxes due on the deed, the cost of the owner's title policy and any extended title policy coverage desired by Tenant, any recording fees for the deed, and documentary stamp taxes and intangible taxes related to Tenant's financing. Each party shall be responsible for its own attorneys' fees.

g. Expiration/Termination of Purchase Option. If Tenant fails to deliver the Purchase Notice together with the Deposit to Landlord prior to the Purchase Notice Deadline, then the Purchase Option shall immediately and automatically terminate and Tenant shall have no subsequent right to purchase the Premises for the duration of the Lease Term (or Renewal Terms, as applicable). Notwithstanding anything contained herein to the contrary, the Purchase Option granted hereunder shall immediately and automatically terminate should this Lease terminate during the effective period of the Purchase Option. In no event shall the Purchase Option be transferable or assignable without Landlord's prior written consent, which Landlord may withhold in Landlord's sole and absolute discretion.

27. **RIGHT OF FIRST REFUSAL**. In the event the remaining space upon the second (2nd) floor of the Building ("**TM Space**") currently occupied by Taylor Morrison of Florida, Inc. becomes available for lease (which TM Space consists of three thousand two hundred thirty-eight (3,238) square feet of gross rentable area), and provided Tenant is not in default under this Lease, then Tenant shall have a right of first refusal ("**Right of First Refusal**") during the Lease Term to lease all or a portion of TM Space upon the same terms and conditions (including, without limitation, gross rentable area and base rent) as any bona fide offer received by Landlord from a third party (other than Taylor Morrison of Florida, Inc.) to lease the TM Space ("**Offer**"). Landlord agrees promptly after receipt of an Offer to give Tenant written notice thereof, including the applicable terms and provisions contained in the Offer. Tenant may elect to exercise its right to lease the applicable portion of the TM Space upon the same terms and conditions as the Offer by delivering written notice to Landlord within twenty-one (21) days after notice of the Offer is delivered by Landlord ("**Notice Deadline**"), whereupon Tenant and Landlord shall execute an amendment to this Lease as to the TM Space embodying the terms of the Offer. If Tenant fails for any or no reason to properly exercise its right to lease the applicable portion of the TM Space prior to the Notice Deadline, then the Right of First Refusal described herein shall immediately and automatically expire and Tenant shall have no further right to lease the applicable portion of the TM Space pursuant to this paragraph.

28. **ANTICIPATORY BREACH**. In the event of a threatened or eminent breach by Tenant of any of the agreements, terms, covenants or conditions of this Lease, Landlord shall have the right to treat such threat as a default hereunder and shall, in addition to other rights available to Landlord as a result of Tenant's default hereunder, have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity.

29. **RIGHTS AND REMEDIES**. The various rights and remedies herein granted to Landlord may be exercised concurrently, and shall be cumulative and in addition to any others Landlord may be entitled to by law, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy. The failure or forbearance of Landlord to enforce any right or remedy in connection with any Default shall not be deemed a waiver of such Default, nor a consent to a continuation thereof, nor a waiver of the same Default at any subsequent date. Any waiver of rights by Landlord must be in writing and shall apply only to that written waiver and shall not have general or prospective application.

30. **SURRENDER OF PREMISES**. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean and in as good a condition and repair as when received (with any improvements to the Premises delivered in as good a condition and repair as when completed), ordinary wear and tear excepted (except as otherwise provided in Section 11 above) and such removal or tenant's wiring and cabling as may be required by Landlord. If not then in default,

tenant shall, except as provided otherwise within this Lease, have the right at the end of this Lease to remove any readily moveable and non-affixed equipment, furniture, or other personal property placed in the Premises by Tenant, provided Tenant promptly repairs any damage to the Premises, Common Areas or the Property caused by such removal. Any and all fixtures, installed equipment and other property secured or affixed to the Property, including the Premises, shall remain within the Premises and become the property of Landlord. Any liability of Tenant hereunder shall survive the expiration or termination of this Lease. If Tenant fails to remove any of such personal property belonging to it within seven (7) days of Landlord's notice to remove such property, all such property shall be deemed abandoned by Tenant and shall become the property of Landlord. However, Tenant shall remain liable to Landlord for any costs and expenses associated with Landlord's transportation and removal of said personal property from the Premises.

31. **NOTICES**.

a. Form and Address. Any notice required to be given hereunder, shall be in writing, and may be given by personal delivery, or by United States certified mail, postage prepaid, return receipt requested, by overnight delivery service, by facsimile or by electronic mail. Any notice required to be given to Landlord and/or Tenant pursuant to this Lease shall be sent to the following addresses:

LANDLORD:

Hamleg Corkscrew, LLC
Attn: Gary Levenson, Manager
20139 Seadale Court
Estero, Florida 33928
dogsteeth@aol.com

With a copy to:

Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
Facsimile: (239) 435-1218
Email: gurbancic@cyklawfirm.com

TENANT:

Village of Estero
Attn: Village Manager
215000 Three Oaks Parkway
Estero, Florida 33928

With a copy to:

Burt Saunders, Esq.
Gray Robinson
8889 Pelican Bay Blvd., Suite 400
Naples, Florida 34108
Burt.Saunders@grayrobinson.com

b. Delivery and Receipt. Any notice, request or other communication shall be effective upon actual receipt, or shall be deemed to be given: (a) upon receipt or refusal to accept, in the case of hand delivery, (b) upon transmission in the case of facsimile or electronic mail; provided, a copy of said notice shall also be sent via U.S. Mail, overnight courier or hand delivery; (c) one (1) day following deposit of such notice with an overnight courier service, or (d) three (3) days following deposit with the U.S. Postal Service. Legal counsel for Landlord and Tenant shall be authorized to send or receive any notice, request or other communication relating to this Lease.

32. **RULES AND REGULATIONS**. Tenant shall be bound by the terms and provision of the Declaration and Tenant hereby agrees to strictly comply with any and all rules and regulations for the parking area, grounds, Common Areas, Premises, Building, and/or the Property as promulgated by the Condominium Association from time to time in accordance with the Declaration. Landlord reserves the right to promulgate, and Tenant hereby agrees to strictly comply with, rules and regulations for the Premises and Building. If promulgated, Landlord shall provide Tenant with a copy of the current rules and regulations, which Landlord may modify from time to time throughout the Term.

33. **COMPLIANCE WITH DECLARATION OF CONDOMINIUM AND OTHER ASSOCIATIONS**. Tenant's use and occupancy of the Premises shall comply with the terms and conditions of the Declaration and its exhibits, including any additional rules and regulations promulgated by the Condominium Association and shall comply with the governing documents, rules, and regulations of all other condominium or property owners' associations having jurisdiction over the Premises from time to time.

34. **ATTORNEYS' FEES**. If any legal matter, dispute, action or proceeding exists or is commenced by Landlord or Tenant to enforce the other's obligations under this Lease, the non-prevailing party shall be liable for and shall pay the prevailing party for the expense of its reasonable attorneys' fees and costs in such matter unless said dispute, action or proceeding is adjudicated, and then in such an event, the non-prevailing party shall be liable for and shall pay the expense of the prevailing party's reasonable attorneys' fees and court costs. If Landlord without fault is made a party to any litigation instituted by or against any other party to this Lease, Tenant shall indemnify and hold harmless Landlord against all costs and expenses, including reasonable attorneys' fees incurred in connection therewith. This provision shall expressly survive termination of the Lease.

35. **NON-ASSERTION OF COUNTERCLAIMS**. In the event Landlord commences any action or proceeding against Tenant relative to any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant created hereby, Tenant's use and occupancy of the Premises, or claim for injury, damage or loss, Tenant agrees not to interpose any noncompulsory counterclaim in any such proceeding.

36. **TIME OF ESSENCE**. Time is of the essence with respect to the performance of each of Tenant's covenants of this Lease, and the strict performance of each shall be a condition precedent to Tenant's rights to remain in possession of the Premises or to have this Lease continue in effect.

37. **HOLDOVER TENANCIES**. Should Tenant continue in occupancy of the Premises after expiration of this Lease, Tenant shall become a tenant from month to month upon each and all of the terms herein provided, and any such holding over shall not constitute a renewal or extension of this Lease. During any such holding over Tenant shall pay Base Rent in an amount which is double the amount which was payable by Tenant immediately prior to such holding over in accordance with Florida Statutes, plus all other amounts due hereunder, with sales tax thereon. Nothing herein shall be constructed to eliminate or diminish Landlord's ability to terminate this Lease at the expiration of the Lease Term.. Further, to the extent permitted by law, Tenant shall also pay to Landlord all damages sustained by Landlord on account of any holding over by Tenant. The provisions of this paragraph shall not operate as a waiver by Landlord of its right of re-entry provided in this Lease; and any such holding over shall be deemed to constitute a tenancy at sufferance, even if Landlord accepts any payment therefor.

38. **AMERICANS WITH DISABILITIES ACT COMPLIANCE**. Tenant acknowledges that the Premises and the and/or the Property may constitute a place of public accommodation or a commercial facility under Title III of the Americans With Disabilities Act ("**ADA**") and that the ADA is applicable to owners and Tenants of places of public accommodation and commercial facilities. Tenant further acknowledges that, pursuant to the ADA, any structural alteration to the Premises must comply with accessibility standards set forth in the rules promulgated by the United States Department of Justice, 28 CFR Section 36.101 et seq. as may subsequently be amended. In the event Tenant makes any alterations to the Premises which would require compliance with Title III of the ADA and the accessibility standards promulgated by the United States Department of Justice, Tenant agrees to design and build such structural alterations so as to comply with the ADA and such accessibility standards. Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all liabilities, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action (including attorneys' fees and costs) which in any way arise from or relate to any alteration of the Premises by Tenant.

39. **PARTIAL INVALIDITY**. Any provision of this Lease which shall be held to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

40. **BROKERS**. Landlord and Tenant represent and warrant that they have only utilized the services of Premier Commercial, Inc., a Florida corporation, in connection with the negotiation of this Lease. Landlord and Tenant represent and warrant that they know of no other real estate broker or agent who is or might be entitled to a commission in connection with this Lease. No commission will be due from Landlord or Tenant to any third party other than the broker described herein, and Landlord and Tenant hereby indemnify and hold each other harmless from any liability, loss, claim, damage, cost or expense (including reasonable attorneys' fees at trial and on appeal) relating to any other broker claiming by or through such party. Commission to the above-named broker shall be paid by Landlord under a separate agreement.

41. **WAIVER**. Landlord's approval of any act by Tenant requiring Landlord's consent shall not be deemed to render unnecessary the obtaining of Landlord's approval again of any subsequent act by Tenant that requires Landlord's approval. Landlord may, at its sole option, accept partial payments of Base Rent, CAM Charges, Additional Rent or other charges hereunder without waiving any rights concerning the existence of any monetary or non-monetary Default under this Lease, which Default shall serve and continue unaffected by the receipt of any such partial payment. Landlord's failure to insist upon a strict performance of any of the agreements, terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default of any agreements, terms, covenants and conditions of this Lease.

42. **SUBORDINATION**. This Lease shall be subject and subordinate at all times to the liens of all present and future mortgages, assignments of rents, and encumbrances placed upon the Premises and/or the Property. No further instrument or act by Tenant shall be necessary to effectuate such subordination; however, Tenant shall execute and deliver, upon demand of Landlord or any such mortgagee, proposed mortgagee, or other person, all further instruments evidencing subordination of this Lease to the lien of such mortgage or other encumbrance within ten (10) days of any such request by Landlord. Failing timely delivery by Tenant of any such requested instruments, Tenant irrevocably appoints Landlord as its attorney-in-fact to execute and deliver all such instruments for and on behalf of Tenant.

43. **ESTOPPEL CERTIFICATE**. Tenant agrees to execute, acknowledge and deliver to Landlord, within ten (10) days after the request of Landlord at any time during the Lease Term, a statement in writing certifying:

a. that this Lease is unmodified and in full force and effect, or if there have been modifications, that this Lease is in full force and effect as modified and stating such modifications;

b. the dates to which Base Rent, and other charges due to Landlord hereunder, have been paid by Tenant;

c. whether or not Landlord is in default in the performance of any of its obligations under this Lease, if any, and if so, the detailed nature of any such default;

d. the terms of this Lease; and

e. such other matters as Landlord may reasonably require.

44. **RIGHT OF ENTRY**. Landlord shall have the right to enter the Premises at all reasonable hours and without unreasonably interfering with Tenant's business operations throughout the Lease Term for the purpose of examining the Premises or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. Throughout the Lease Term (for prospective purchasers,) and during the one hundred and eighty (180) days immediately preceding the expiration of this Lease (for prospective Tenants), Tenant shall permit inspection of the Premises during all normal business hours. If, during such hours, admission to the Premises for showing the same to prospective purchasers or Tenants, as applicable, cannot be obtained, Landlord may show the premises after hours, provided it gives at least twenty-four (24) hours advance notice to Tenant.

45. **ENTIRE AGREEMENT**. This Lease is the entire agreement between the parties hereto, and supersedes any and all prior agreements or understandings with respect to the subject matter hereof.

46. **AMENDMENTS AND MODIFICATIONS**. This Lease may not be amended, modified or otherwise revised unless done so in writing and signed by all parties hereto.

47. **GOVERNING LAW, JURISDICTION AND VENUE**. This Lease shall be construed, interpreted and governed by and in accordance with the laws of the State of Florida. Jurisdiction and venue for any judicial proceeding concerning this Lease shall lie exclusively in a court of competent jurisdiction in Lee County, Florida.

48. **WAIVER OF JURY TRIAL**. Landlord and Tenant waive the right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Lease.

49. **INTERPRETATION**. This Lease shall not be interpreted more strictly against one party than one party against the other merely by virtue of the fact that it may have been prepared by legal counsel for one of the parties.

50. **RADON GAS**. Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit. This notice is given pursuant to Section 404.056(8), Florida Statutes.

51. **HAZARDOUS SUBSTANCES**.

a. Definition. The term "Hazardous Substances", as used in this Lease, shall include, without limitation: flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

b. Prohibitions. Tenant shall not cause nor permit to occur any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under or about the Premises arising from Tenant's use or occupancy therein, including but not limited to, soil and ground water conditions, nor shall Tenant cause or permit the use, generation, release, manufacture, refinement, production, processing, storage or disposal of any Hazardous Substance without Landlord's prior written consent, which consent may be withdrawn, conditioned, or modified by Landlord in its sole and absolute discretion.

c. Indemnity and Release. Tenant shall indemnify, defend and hold Landlord, its respective officers, directors, beneficiaries, shareholders, partners, agents, and employees harmless from all fines,

suits, procedures, claims, and actions of every kind, and all costs associated therewith including attorneys' and consultants' fees, arising out of, or in any way connected with, any deposit, spill, discharge or other release of Hazardous Substances, at or from the Premises directly or indirectly by Tenant, or its agents, employees, customers or invitees, or which arises at any time from Tenant's use or occupancy of the Premises, or from Tenant's failure to comply with or satisfy government required action on the matter. Tenant's obligations and liabilities under this Section shall survive the expiration of this Lease.

52. **NO RECORDING**. Neither this Lease, nor a memorandum thereof shall be recorded in the Public Records without Landlord's prior written consent, which consent Landlord may withhold or condition in its sole and absolute discretion. Any such unapproved recording by Tenant shall be deemed a material default hereunder.

53. **CONTINGENCY**. Notwithstanding anything contained in this Lease to the contrary, this Lease is expressly contingent upon Landlord entering into a lease amendment ("**Amendment**") with Taylor Morrison of Florida, Inc. ("**TM**") on or before October 22, 2015 ("**Execution Deadline**"), to remove the Premises from the property currently leased by TM. In the event the Amendment is not fully executed prior to the Execution Deadline, Landlord shall provide written notice to Tenant of the same, whereupon this Lease shall automatically be deemed null and void and of no further force, any deposits made by Tenant shall be returned to Tenant, and the parties shall have no further rights, duties, obligations, or liabilities hereunder.

(Remainder of Page Intentionally Left Blank. Signature Begins on Next Page.)

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the Effective Date.

WITNESSES AS TO LANDLORD:

_____
Print Name:_____

_____
Print Name:_____

LANDLORD:

HAMLEG CORKSCREW, LLC,
a Florida limited liability company

By:_____
Gary S. Levenson, Manager

WITNESSES AS TO TENANT:

_____
Print Name:_____

_____
Print Name:_____

TENANT:

VILLAGE OF ESTERO,
a Florida municipal corporation

By:_____
Print Name:_____
Title:_____

Index of Exhibits

Exhibit "A": Depiction of the Premises
Exhibit "B": Permitted Exceptions

EXHIBIT "A"

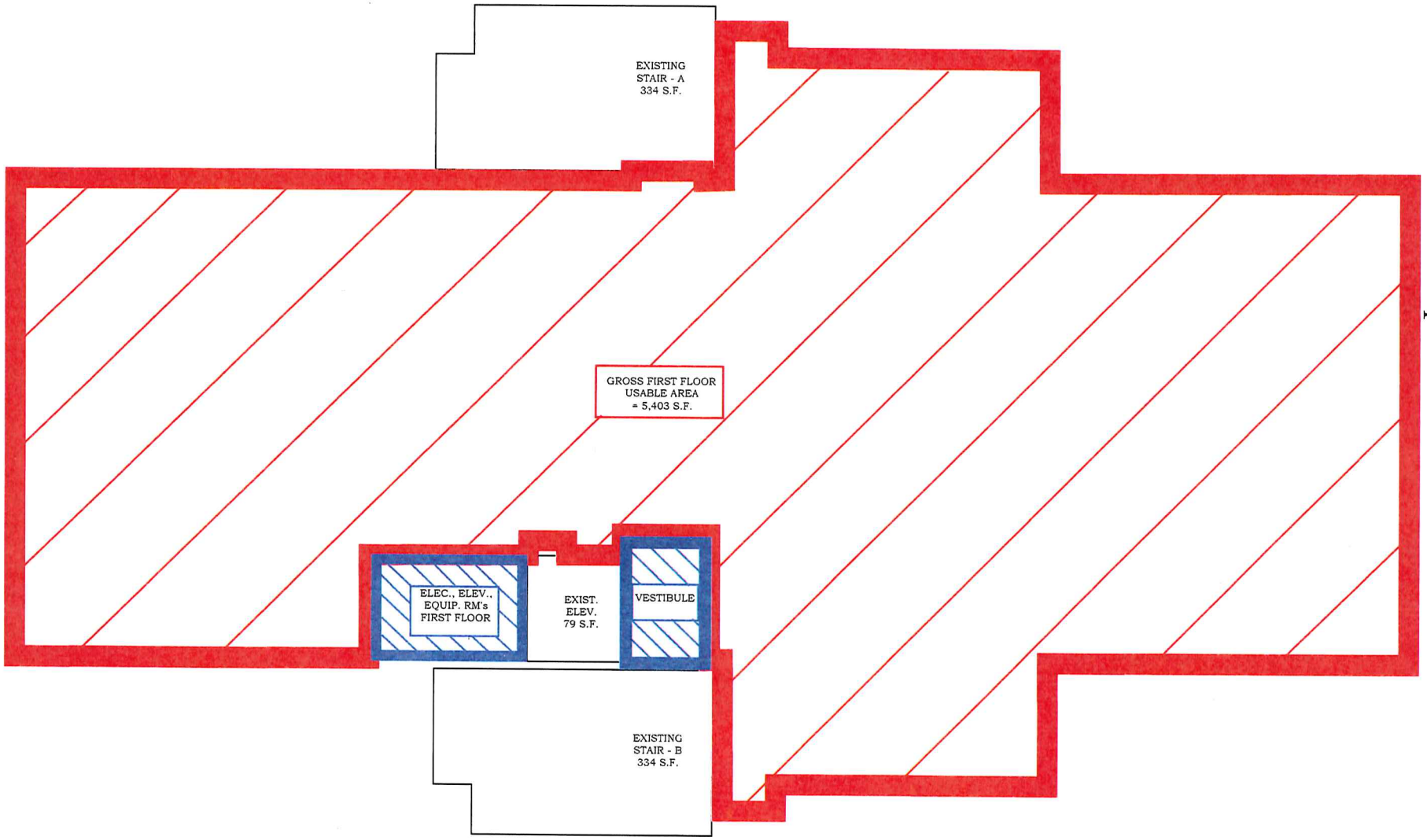
Depiction of the Premises

EXHIBIT A

Depiction of the Premises

= Tenant's Space (5,403 Usable S.F.)

= Future Common Area (Tenant's Share = 72 S.F.)



FIRST FLOOR
AREA ANALYSIS

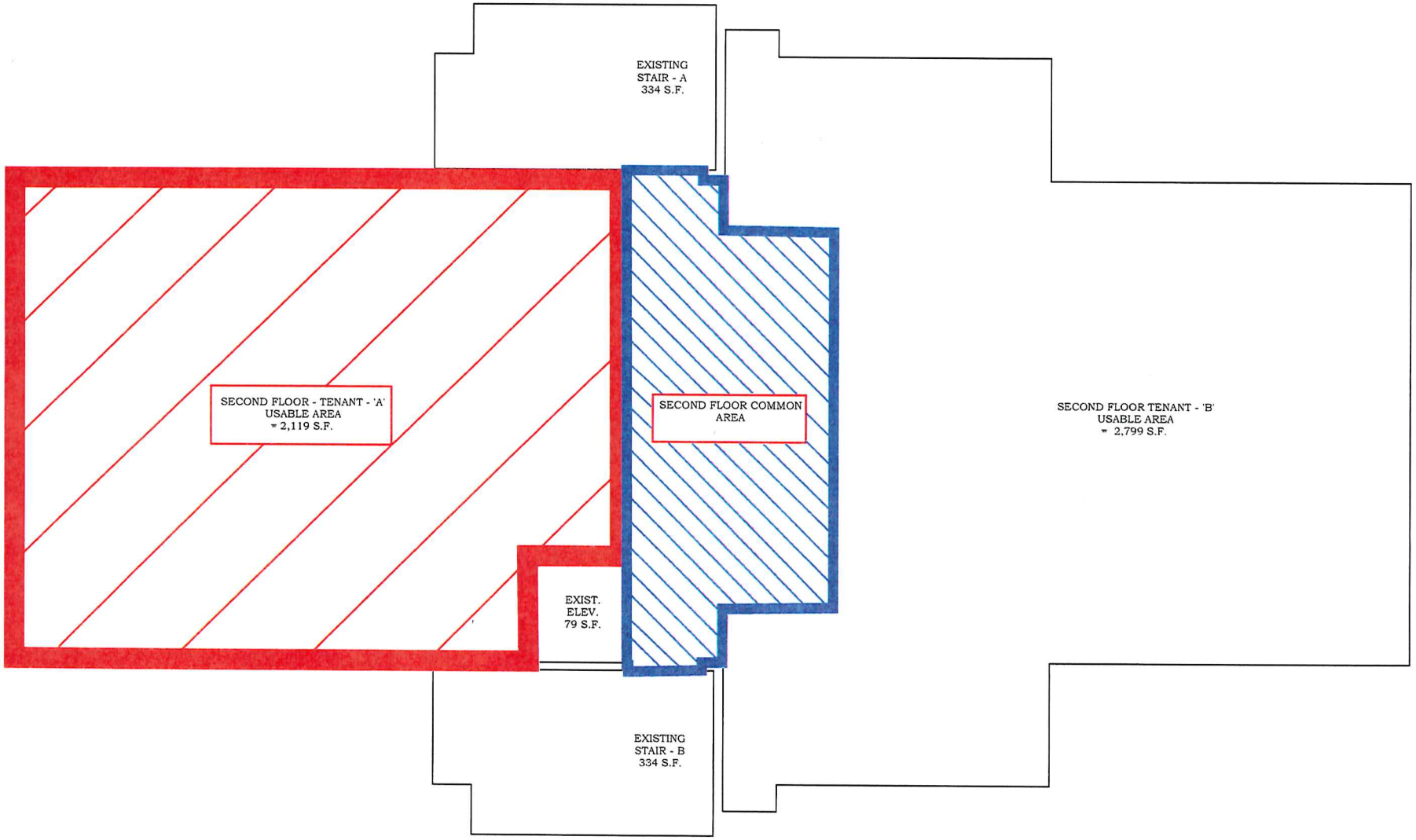
Total Usable Area:	5,403 square feet
Tenant's Share of Common Area:	72 square feet
Total Leasable Area:	5,475 square feet

EXHIBIT A

Depiction of the Premises

= Tenant's Space (2,119 Usable S.F.)

= Future Common Area (Tenant's Share = 333 S.F.)



SECOND FLOOR
AREA ANALYSIS

Total Usable Area:	2,119 square feet
Tenant's Share of Common Area:	333 square feet
Total Leasable Area:	2,452 square feet

EXHIBIT "B"

Permitted Exceptions

1. Real estate taxes and any other taxes, liens or assessments imposed by any taxing or governmental or quasi-governmental authority or special district for the year of closing and subsequent years.

2. Charges, fees, dues, costs, membership fees, assessments, or other expenses authorized under the Declaration (as amended).

3. Applicable comprehensive plans or elements or portions thereof, land development regulations including zoning and subdivision ordinances, development orders, development permits and other regulations and conditions of all governmental agencies concerning the Property and/or the Building.

4. Any liens created or levied pursuant to Chapters 190, 170, and/or 197, Florida Statutes, pertaining to community development districts.

5. Conditions, reservations, restrictions, limitations and easements of record.

6. Standard exceptions in the ALTA approved form (latest revised edition) of the owner's title insurance policy (subject to deletion upon compliance with underwriting guidelines from either Chicago Title Ins. Co., First American Title Ins. Co., or Old Republic National Title Co. relative to each exception).

7. Terms, provisions, restrictive covenants, conditions, reservations, rights, duties and easements contained in Declaration of Condominium of CORKSCREW PALMS, A CONDOMINIUM, and any Exhibits annexed thereto, including all amendments and modifications thereto, including, but not limited to, provisions for a private charge or assessments and a right of first refusal or the prior approval of a future purchaser or occupant, recorded in Book 4042, Page 4046, and as amended in Book 4042, Page 4175; and Book 4075, Page 3410; Instrument No. 2006000447661; Instrument No. 2006000447662; Instrument No. 2008000212982; Instrument No. 2008000212989.

8. Lee County Ordinance 86-14 recorded in Book 2189, Page 3281, and as amended by Ordinance No. 86-38 recorded in Book 2189, Page 3334.

9. Terms and conditions as set forth in Grant of Easement with Covenant Not To Oppose Zoning Change, by and between Frank W. Helmerich, et al., and Daniel W. Krienbrink, recorded in Book 2261, Page 580.

10. Covenant of Unified Control, recorded in Book 3926, Page 1179.

11. Notice of Development Order Approval recorded in Book 3453, Page 4073.

12. Grant of Utility Easement between Gulf Environmental Services, Inc., and Corkscrew Palms, LLC, recorded in Book 3866, Page 286.

13. Declaration of Shared Use, Easements, Deed Restrictions and Agreement to Share Costs recorded in Instrument No. 2014000079773.

14. Any loss or damage resulting from a lien for assessments pursuant to Section 718.116(5) (a), F.S. or for unpaid assessments pursuant to Section 718.116 (1) (a) , F.S. not withstanding assurances to the contrary in any attached Florida Endorsement Form 9 or ALTA 4 Condominium Endorsement.

15. Any loss or damage arising from assessments resulting from the provisions contained in Florida Statute Section 720.3085, notwithstanding assurance to the contrary in any ALTA PUD Endorsement Form 5.1 or Florida Form 9 Endorsement which may be attached to any commitment/policy.