

COMMERCIAL LEASE

THIS COMMERCIAL LEASE AGREEMENT (Lease) is made this **12 day of November, 2024** between VILLAGE AT HAILE CONDOMINIUM ASSOCIATION INC., Florida not for profit corporation ("Lessor") and HAILE VILLAGE CENTER OWNERS ASSOCIATION INC (Lessee) hereafter set forth.

WITNESSETH:

1. DEFINITIONS:

- (a) Lessor: VILLAGE AT HAILE CONDOMINIUM ASSOCIATION INC.
Address: 5230 SW 91st Drive, Gainesville, Florida 32608
- (b) Lessee: HAILE VILLAGE CENTER OWNERS ASSOCIATION (also referred to as "Association"), comprised of and which includes its authorized members and their guests. The Association's authorized members and their guests shall be third-party beneficiaries to Lessee's rights, but shall have no liability for Lessee's obligations, under this Commercial Lease.

Address: 5230 SW 91st Drive, Gainesville, Florida 32608
- (c) Premises: Pool and Fitness Center, including all owned and leased adjacent lands, easements, facilities, amenities, equipment and all other rights and privileges, appurtenant thereto, located at 5030 SW 91 Ct Gainesville, FL 32608.
- (d) Legal Description:
- (e) Use of Premises: Pool and Fitness Center, including all owned and leased adjacent lands, easements, facilities, amenities, equipment and all other rights and privileges, appurtenant thereto, to be used by the Association members of both Lessor and Lessee
- (f) Commencement Date: January 1, 2025.
- (g) Term: 5 years with four (4) five-year option to renewal, subject to terms and conditions under the Lease.
- (h) Rent:

1) The Lessee shall pay to the Lessor, for the use of the Property, the minimum total Rent of \$15,000.00 for each calendar year. In addition, for the first year, Lessee agrees to pay for and install a cloud-based access system.

TERM

RENT

January 1, 2025 to December 31, 2034

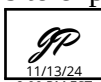
\$15,000.00/Year

Rent and other sums payable by Lessee to Lessor under this Lease, shall be paid to Lessor, without deduction or offset at its management office presently located at 5230 SW 91st Drive, Gainesville, Florida 32608 or at such other place as Lessor may hereafter specify in writing.

- (i) Renewal: Four 5-year options with possible increase based on the CPI. Lessee may communicate to Lessor Intent to Cancel in writing no earlier than 180 days prior to expiration and no less than 90 days to expiration of the term.

 11/13/24 7:45 PM EST

CPI increases shall be capped at 3%.

 11/13/24 8:00 PM EST

Rent and other sums payable by Lessee to Lessor under this Lease, shall be paid to Lessor, without deduction or offset at its management office presently located at 5230 SW 91st Drive, Gainesville, Florida 32608 or at such other place as Lessor may hereafter specify in writing.

- (j) Security Deposit: \$0.00

2. PREMISES AND TERM: Lessor, in consideration of the Rent hereinafter reserved to be paid and of the covenants, conditions and agreements to be kept and performed by Lessee, hereby leases, lets and demises to Lessee, and Lessee hereby leases and hires from Lessor, that certain space called the Premises as described above, located at 5030 SW 91 Ct Gainesville, FL 32608.

If Lessor, for any reason whatsoever, cannot deliver possession of the Premises to Lessee on or before the anticipated Commencement Date of January 1, 2025, Lessee shall have the option to cancel this lease and receive a full refund of monies paid hereunder. In the event the lease is not cancelled, there shall be an abatement of Rent covering the period between the anticipated Commencement Date and the time the Lessor can deliver possession, the date when the Lessor can deliver possession being deemed to be the Commencement Date (Commencement Date) The ending date of this Lease shall be extended for not less than an identical period of time that transpired between the anticipated Commencement Date and the date Lessor delivered possession (Commencement Date), it being the parties' intent that this Lease have not less than a complete term as described and contemplated in Item 1, Section (f) above. To this end, if the actual Commencement Date is a day other than the first day of a particular month, the term of the Lease shall not expire until the last day of the last month of the proposed term as described in Item 1, Section (f). If the Commencement Date is other than the anticipated Commencement Date, the parties' representatives shall execute a letter amendment to this Lease (which they are hereby authorized to do) whereby the Commencement Date and expiration date of this Lease will be specified. By occupying the Premises, Lessee shall be conclusively deemed to have accepted the Premises as complying fully with Lessor's covenants and obligations.

3. RENT: Since there will only be 1 lump sum payment, at the beginning of the year, there shall not be a late fee. The Lessee shall be responsible for and promptly pay all Florida sales tax due on the Rent and all other amounts payable under this Lease as required by applicable law, rule, or regulation. In the event any payment by the Lessee is returned or does not otherwise clear the Lessor's bank with sufficient funds, the Lessee shall immediately pay the Lessor, in addition to any other rent or charges prescribed, a service charge for each item returned to the Lessor in the amounts prescribed by F.S. 68.065, which rights the Lessor reserves together with those applicable under F.S.

Chapter 832, all to the fullest extent permitted by law. Late fees and returned check charges are strictly enforced and any unpaid fees are not waived, and if not paid when due check charges, and any other amounts payable to the Lessor (other than as described in this subparagraph) which may remain outstanding beyond thirty (30) days shall accrue interest at the highest rate then permitted by applicable law.

Whenever under the terms of this Lease any sums of money is required to be paid by Lessee in addition to the Rent herein reserved, whether or not such sum is herein described as Additional Rent, said sum shall nevertheless, at Lessor's option, if not paid when due, be deemed Additional Rent and shall be collectible as such with the first installment of Rent thereafter falling due hereunder.

3.1 PERSONAL PROPERTY TAXES: Lessor shall be liable for all taxes levied against personal property and trade fixtures.

3.2 TAX ADJUSTMENT: Lessor shall pay all real property (ad valorem) taxes and assessments levied against the Building or the Premises.

3.3 INSURANCE ADJUSTMENT: Lessor shall pay all required insurance premiums that may be required to maintain the Property insured.

4. LESSEE'S REPAIRS: Lessee at Lessee's expense shall repair any damage caused by its members or staff. Notwithstanding, Lessee shall not make changes to the interior or exterior or structural portions of the Premises without Lessor's prior approval, which approval shall not be withheld or delayed unreasonably.

5. LESSOR'S REPAIRS: Lessor, at Lessor's expense, shall make all ordinary wear and tear repairs and replacements to keep and maintain the Premises in good condition, including, but not limited to, the heating, hot water, air conditioning and other mechanical installations serving the Premises, all doors, all windows including hardware and other appurtenances, and functioning and operable equipment. Lessor shall further keep the Premises clean, attractive and free of rubbish, rubble, debris, insects, rodents and other pests.

6. MECHANICS' LIENS: Lessee shall not suffer any mechanics' lien to be filed against the Premises by reason of work, labor, services or materials performed or furnished to Lessee in connection with any alterations, additions, or improvements to the Premises by Lessee hereunder. If any such mechanics' lien shall at any time be filed against the Premises, Lessee shall have the right to contest and any and all such liens; provided, however, that Lessee shall cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise within thirty (30) days written notice by Lessor. If Lessee shall fail to cause such lien to be discharged within such thirty (30) day period, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by Lessor, and the amount so paid by Lessor and/or all reasonable costs and expense, including reasonable attorneys' fees, incurred by Lessor in procuring the discharge of such lien, together with interest thereon at the Default Rate from the date paid until repaid by Lessee to Lessor, shall be deemed to be additional rent for the Premises and shall

be due and payable by Lessee to Lessor on the first day of the next following month.

7. UTILITIES: Lessor shall pay all charges for water, gas, heat, electricity, sewer and any other utility used upon or furnished to the Premises. Lessor shall keep the Premises sufficiently heated to avoid the freezing or bursting of all pipes therein.

8. USE OF PREMISES: Lessee and Lessor shall use and occupy the Premises for purposes of a Pool and fitness Center, and related activities. Lessor represents that the Premises may lawfully be used for such purposes.

9. LESSEE'S COVENANTS: Lessee covenants and agrees as follows:

(a) Lessee shall use and occupy the Premises in a careful, safe and proper manner and shall keep the Premises in a clean, safe and health condition in accordance with local ordinances and lawful directions of proper public officers. Lessee shall not permit the Premises to be used for any unlawful purpose, commit any waste thereof, or commit any nuisance. Notwithstanding the foregoing, Lessee shall have the right to contest the legality of any law, order, rule, regulations or requirement applicable to Lessee's use of the Premises, and Lessee shall indemnify and hold Lessor harmless from any liabilities, suits or penalties that may result from any such contest. Upon the final determination of any such contest, Lessee shall comply with any such law, order, ordinance, rule, regulation or requirements to the extent held to be valid or legal.

(b) (i) Lessee covenants that except in compliance with all laws and regulations, Lessee will not use hazardous substances within the Premises as defined by any law or regulation now or hereafter enacted or promulgated by any governmental authority and that there shall be no hazardous wastes or biomedical materials or waste generated within the Premises as defined by any law or regulation now or hereafter enacted or promulgated by any governmental authority, without Lessor's prior consent. Lessee agrees to manage and dispose of all hazardous substances, hazardous wastes biomedical materials and wastes in accordance with all federal, state and local laws, regulations and rules.

(ii) Lessee agrees not to store any hazardous wastes or biomedical materials or waste within the Premises (except in compliance with all laws and regulations).

10. ASSIGNMENT AND SUBLETTING: Except for a merger, acquisition or change in control, Lessee shall not assign or transfer, this Lease in whole or in part, nor sublet all or any part of the Premises, nor suffer or permit the occupation of all or any part thereof by any other party, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. The consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. (Lessee shall be entitled to assign or sublease this to an affiliated entity provided that Lessee remains liable for performance of the lease.) Lessee shall not mortgage or encumber this Lease in whole or in part, without the prior written consent of the Lessor. Notwithstanding the foregoing assignment and subletting restrictions, Lessor acknowledges and agrees that Lessee's authorized members and their guests shall not be considered assignees or subletters, and that Lessee's authorized members and their guests are intended beneficiaries of Lessee's rights under this Commercial Lease, who shall be permitted to use

the Premises in the same manner and under the same conditions herein without any additional compensation. Lessor further acknowledges and agrees that Lessee's authorized members and their guests shall have no liability for Lessee's obligations under this Commercial Lease.

11. INDEMNITY: Lessee shall indemnify and hold Lessor harmless from any claims, damages, liabilities and expenses (including attorneys' fees and costs) for damage or injury to any person or any property occurring on the Premises, or any part thereof, arising as a result of the tortious or negligent acts or commissions of Lessee, its agents, employees, independent contractors and invitees.

12. DESTRUCTION OF PREMISES: Upon the performance by the Lessee of all the covenants and agreements hereinabove set forth, in case the leased premises or any part thereof shall at any time be destroyed or so damaged as to be unfit for occupancy or use by the Lessee, then, and in that event, the Lessor shall have to option: (1) to terminate this Lease; (2) to repair and rebuild the said premises remitting rents hereby reserved or a fair and just proportion thereof according to the damage sustained, until the said premises are reinstated and made fit for occupancy and use and in the event the Lessor elects to exercise the option to repair and rebuild, the same shall be done and completed within one hundred eighty (180) days from the date said damage occurred; otherwise, the Lessee shall have the option to terminate this Lease.

13. EVENTS OF DEFAULT; REMEDIES: If Lessee shall at any time be in default in the payment of rental or any other charges hereunder or in the performance of any of the covenants of this Lease, and Lessee shall fail to remedy such default within (a) fifteen (15) days after receipt of written notice thereof from Lessor if such default is as to payment of Rent, or any other charges payable by Lessee hereunder, or (b) within thirty (30) days after receipt of written notice thereof if such default is nonmonetary (but Lessee shall not be deemed in default if such default cannot be cured in thirty (30) days and Lessee commences to remedy such default within said thirty (30) day period and proceeds therewith with due diligence until completion), or if Lessee shall be adjudged a bankrupt or shall make an assignment for the benefit of creditors, or if a receiver of any property of Lessee in or upon the Premises be appointed in any action, suit or proceeding by or against Lessee and not removed within sixty (60) days after appointment, or if the interest of Lessee in the Premises shall be sold under execution or other legal process, or if the Premises are sublet or this Lease is assigned without Lessor's consent, or if Lessee shall commit waste, Lessor may terminate this Lease, or without terminating this Lease, re-enter the Premises by summary proceedings, proceedings in forcible entry and detainer, eviction, or otherwise, and may dispossess Lessee.

14. REMEDIES CUMULATIVE: Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. In the event of a default or threatened default by Lessee of any of the terms, provisions, covenants, conditions, rules and regulations of this Lease, Lessor shall have the right to injunction and the right to invoke any remedy permitted to Lessor in law or in equity.

15. SELF-HELP: If Lessee shall default in the performance or observance of any agreement

or condition in this Lease contained on its part to be performed or observed and shall not cure such default within any applicable cure period set forth herein, Lessor may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Lessee, and any amount paid or any contractual liability incurred by Lessor in so doing shall be deemed paid or incurred for the account of Lessee and Lessee agrees to immediately reimburse Lessor therefore and save Lessor harmless therefrom; provided that Lessor may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Lessee, if any emergency situation exists, or after notice to Lessee, if the cure of such default prior to the expiration of said waiting period is reasonably necessary to protect the Premises or Lessor's interest therein, or to prevent injury to damage to persons or property. If Lessee fails to reimburse Lessor upon demand for any amount paid for the account of Lessee hereunder, said amount (and all accrued interest thereon) shall be added to and become due as a part of the next payment of rent due hereunder.

16. **BANKRUPTCY**: Should the Lessee at anytime during the term of this Lease directly or indirectly suffer or permit an involuntary or voluntary petition in any proceedings under the Federal Bankruptcy Act to be filed against it, or should Lessee voluntarily file any proceedings under any insolvency laws, or should a receiver or trustee be appointed for the Lessee's property, or should any order of any Court of competent jurisdiction be entered continuing the Lessee in possession of the leased premises in any Federal or State proceedings, or should the Lessee's leasehold interest be levied upon and the lien of said levy remain undischarged for thirty (30) days after said levy has been made, or should the Lessee fail to promptly make the necessary returns and reports required by State and Federal Law, or should the Lessee fail to promptly pay when due all taxes of whatever kind required to be paid to the Federal or State governments or any subdivision thereof, then and upon the happening of either or any of the aforesaid events, the Lessor shall have the right, at its election, to consider the same a material default on the part of the Lessee of the terms and provisions hereof, and in the event such default is not cured by the Lessee within thirty (30) days after written notice by Lessor to the Lessee of the existence of such default, the Lessor shall have the option to declare this Lease terminated and the interest of the Lessee therein forfeited, or the Lessor may exercise any other options herein conferred upon it. The pendency of any proceedings under the Bankruptcy Act or of any proceedings under State Insolvency Law to which the Lessee shall be a party shall not preclude the Lessor from exercising the option herein conferred upon it. Upon termination of the Lease at the Lessor's option and/or as herein otherwise provided, the parties agree that the Court having jurisdiction of the cause may require and direct the re-delivery to the Lessor of the entire leased premises, without notice to Lessee (which said Lessee hereby waives), upon motion or application of the Lessor. All revenues derived from or accruing from the leased premises subsequent to the date of the termination of said Lease shall constitute the property of the Lessor and the same is hereby declared to be a trust fund and shall not constitute an asset of the Lessee or its estate.

17. **SUBORDINATION**: Lessee hereby subordinates this Lease to the lien of any deed of trust, mortgage or mortgages now or hereafter placed upon Lessor's interest in the Premises; provided, however, that Lessor shall procure from any such mortgagee an agreement, in writing, in form and substance reasonably acceptable to Lessee, which acceptance shall be deemed given if such agreement provides in substance that so long as Lessee substantially performs the obligations imposed upon Lessee hereunder within the applicable grace or cure period, its tenancy will not be disturbed, nor its rights under this Lease affected by, any default under such mortgage nor shall Lessee be named as a defendant in any foreclosure proceeding, and such agreement is otherwise customary in form and substance.

18. QUIET ENJOYMENT: Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all of the terms, covenants and conditions on Lessee's part to be observed and performed hereunder, Lessee may peaceably and quietly have, hold, occupy and enjoy the Premises without hindrance or molestation from Lessor or any persons lawfully claiming through Lessor.

19. WAIVERS: Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provisions of this Lease or a consent to any subsequent breach of the same or any other provisions. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

20. NOTICES: All notices and other communications authorized or required hereunder shall be in writing and shall be given by hand delivery, commercial courier, or mailing the same by certified mail or registered mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed, or on the date noted that the addressee has refused delivery or on the date that the notice is returned to sender due to the inability of the postal authorities to deliver. Notices shall be mailed to the address hereinabove set forth or such other address as either party may hereafter designate by notice to the other.

21. COST INCURRED BY BREACH: The Lessee shall be liable to the Lessor for all costs, expenses, reasonable attorney's fees and damages which may be incurred or sustained by the Lessor by reason of the Lessee's breach of any of the provisions of this Indenture. Any sums due the Lessor under the provisions of this Item shall constitute a lien against the interest of the Lessee in the leased premises to the same extent and on the same conditions as delinquent rent would constitute a lien on said premises. The Lessor shall be liable to the Lessee for any costs, expenses, reasonable attorney's fees and damages which may be incurred or sustained by the Lessee by reason of the Lessor's breach of any of the covenants herein contained.

22. FORCE MAJEURE: In the event that Lessor or Lessee shall be delayed or hindered in or prevented from the performance of any act (other than Lessee's obligation to make payments of Rent and other charges required hereunder), by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period for the delay and the period of the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

23. INVALIDITY OF PARTICULAR PROVISION: If any term or provision of this Lease or the application hereto to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances

other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

24. CORPORATE TENANCY: If Lessee is a corporation, the undersigned officer of Lessee hereby warrants and certifies to Lessor that Lessee is a corporation in good standing and is authorized to do business in the State of Florida. The undersigned officer of Lessee hereby further warrants and certifies to Lessor that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this Lease by his or her signature thereto. Lessor, before it accepts and delivers this Lease, may require Lessee to supply it with a certified copy of the corporate resolution authorizing the execution of this Lease by Lessee. If Lessee is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), Lessee represents that the ownership and power to vote its entire outstanding capital stock belongs to and is vested in the officer of officers executing this Lease or members of his, her or their immediate family. If there shall occur any change in the ownership and/or power to vote the majority of the outstanding capital stock of Lessee, whether such change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of Lessor, then Lessor shall have the option to terminate this Lease upon thirty (30) days written notice to Lessee, furthermore, Lessee shall have an affirmative obligation to notify immediately Lessor or any such change.

25. CAPTIONS AND DEFINITIONS: The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The word "Lessor" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation made herein as Lessor or the mortgagee in possession for the time being of the land and building comprising of the Premises. Any pronoun shall be read in the singular or plural number and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

26. ENTIRE AGREEMENT: This instrument contains the entire and only agreement between the parties and no oral statement or representations, or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

27. NO PARTNERSHIP: Lessor is not and shall not become by this Lease or by any rights granted or reserved herein a partner or joint ventures of or with Lessee in the conduct of Lessee's business or otherwise.

28. WAIVER OF JURY TRIAL. LESSOR AND LESSEE HEREBY VOLUNTARILY AND KNOWINGLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ALL MATTERS ARISING OUT OF THIS LEASE OR LESSEE'S USE AND OCCUPANCY OF THE PREMISES.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

WITNESSES:

LESSOR:

VILLAGE AT HAILE CONDOMINIUM
ASSOCIATION

Bobbie Jo Blackwell, on behalf of the Board
dotloop verified
11/13/24 6:45 AM EST
MAHN-ZYMN-DV1X-LNSO

Printed Name: Bobbie Jo Blackwell, CAM

Karen Fournier
dotloop verified
11/13/24 9:16 AM EST
PVVI-UCUQ-R6FD-MSMG

Printed Name: Karen Fournier, VAHCA Board

BY:

Lisa Hawkins
dotloop verified
11/13/24 6:32 AM EST
BV9O-HBTQ-CTOJ-FUUE

LH
11/13/24
7:41 PM EST
dotloop verified

Lisa Hawkins
President, on behalf of the VAHCA Board of Directors

LESSEE:

HAILE VILLAGE CENTER OWNERS
ASSOCIATION

Bobbie Jo Blackwell, on behalf of the Board
dotloop verified
11/13/24 8:45 AM EST
MKKT-DVX6-QSH-VTTT

Printed Name: Bobbie Jo Blackwell, CAM

Linda Gogan
dotloop verified
11/13/24 8:00 PM EST
TJAH-JPH-36LX-4UJ

Printed Name: Linda Gogan, HVCOA

BY:

Jeffrey Price
dotloop verified
11/13/24 8:00 PM EST
BHDQ-ORMM-VOLC-I6JH

Jeffrey Price
President, on behalf of the HVCOA Board of
Directors

LH
11/13/24
7:41 PM EST

JP
11/13/24
8:00 PM EST
dotloop verified

LH
11/13/24
6:32 AM EST
dotloop verified