

STATE OF FLORIDA
COUNTY OF ESCAMBIA

GROUND LEASE
(Maritime Park Parcel 5)

THIS GROUND LEASE (this "Lease") is made and entered into this ____ day of _____, 2024 (the "Lease Effective Date"), by and between the **CITY OF PENSACOLA**, a Florida municipal corporation ("Lessor"), whose address is 222 W. Main Street, Pensacola, Florida 32502 and **INSPIRED COMMUNITIES OF FLORIDA, LLC**, a Delaware limited liability company ("Lessee"), whose address is 223 W. Gregory St., Pensacola, FL 32502. Lessor and Lessee are collectively referred to herein as the "Parties".

W I T N E S E T H:

WHEREAS, Lessor owns that property commonly referred to as the "Vince J. Whibbs, Sr. Community Maritime Park" located in downtown Pensacola on the shore of Pensacola Bay and south of Main Street, in Pensacola, Florida, as more particularly described on the plat of Vince Whibbs Sr. Community Maritime Park recorded in Plat Book 19, Page(s) 23 and 23A, of the Public Records of Escambia County, Florida (the "Plat") (the "Park Property"); and

WHEREAS, Lessee desires to lease from Lessor Lot 5 of the Plat (the "Leased Premises") and to construct and operate thereon certain residential, retail, hotel, parking and other improvements as more particularly described hereinbelow (the "Project"); and

WHEREAS, the City of Pensacola, as lessor, leased the entire Park Property to Community Maritime Park Associates, Inc. ("CMPA"), as lessee, for a term of sixty (60) years commencing on May 28, 2009, and expiring on May 28, 2069, pursuant to that certain Master Lease dated March 27, 2006 between the City of Pensacola, as lessor, and CMPA, as lessee, recorded in Official Records Book 5886, Page 1303, of the Public Records of Escambia County, Florida (the "Master Lease"); and

WHEREAS, effective June 1, 2017 CMPA assigned all of its right, title, interest and leasehold estate in, to and under the Master Lease to the City of Pensacola pursuant to that certain Assignment of Master Lease ("Assignment") dated June 1, 2017, and recorded in Official Records Book 7722, Page 866, public records of Escambia County, Florida; and

WHEREAS, pursuant to Section 3 of the Assignment and Section 41 of the Master Lease, the assignment of the Master Lease by CMPA to the City of Pensacola did not result in a merger of the Master Lease and the leasehold estate created thereby with the fee simple estate of the City of Pensacola in the Park Property; and

WHEREAS, Lessor terminated the Master Lease as to Lot 5 of the Park Property (as defined below) pursuant to that certain Partial Termination of Master Lease dated _____, 202____, and recorded in Official Records Book [____], Page [____], of the Public Records of Escambia County, Florida; and

WHEREAS, Lessor is willing to lease the Leased Premises to Lessee, and Lessee is willing to lease the Leased Premises from Lessor, for the purposes, upon the terms and subject to the conditions set forth in this Lease.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants and conditions set forth below, the Parties mutually agree, each for itself and its successors, as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee, and Lessee hereby leases and takes from Lessor the Leased Premises, upon the terms and subject to the conditions of this Lease.

Notwithstanding anything in this Lease to the contrary, the Leased Premises are leased subject to the following matters and exceptions:

(i) An easement reserved hereby in favor of Lessor for, noise, vibration, and light emitted, felt, heard, or visible on the Leased Premises or any portion thereof by reason of activities, whether or not such activities are conducted by or with the approval of Lessor or others, now or hereafter occurring on or from areas in the vicinity of the Leased Premises, whether or not such areas are owned or controlled by Lessor or others, including without limitation the multi-use stadium facility, the amphitheater, the park areas, and the other private parcels located on the Park Property, it being acknowledged, understood, and agreed by Lessee that such activities may include, but are not limited to, baseball games, football games, other sporting activities, musical concerts, bands, crowd noise, motor vehicle noise, fireworks, laser light displays, nightclubs, bars, special events, and other uses of the Park Property. As further evidence of this easement, Lessee shall execute and deliver to Lessor a supplemental easement agreement upon request from Lessor, in form and content reasonably acceptable to Lessee and Lessor. The parties shall use commercially reasonable efforts to finalize the form of such supplemental easement agreement, if requested by Lessor, within a period of sixty (60) days following delivery of the initial draft.

(ii) All matters set forth on Exhibit "A" attached hereto and hereby incorporated herein;

(iii) All matters which would be disclosed by a current survey of the Leased Premises; and

(iv) All applicable zoning laws, ordinances, resolutions, restrictions, codes, rules, and regulations, building codes and use restrictions, and other applicable laws, ordinances, resolutions, restrictions, codes, rules, and regulations now in effect or

hereafter adopted by any governmental authority having jurisdiction over the Leased Premises; provided that any laws, ordinances, resolutions, restrictions, codes, rules, or regulations adopted or amended by the City of Pensacola after the Lease Effective Date shall not alter or adversely affect any terms or conditions of this Lease.

2. USE OF PREMISES. Lessee shall use the Leased Premises for a mixed-use residential and hotel project (including commercial and retail space, as elected by Lessee), which shall include not less than one hundred and twenty-five (125) hotel rooms and not less than two hundred (200) residential units, to be constructed by Lessee in accordance with this Lease in substantial accordance with the conceptual plan set forth in Exhibit "B" attached hereto and incorporated by reference, subject to changes thereto approved by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed (the "Conceptual Plan") (the "Initial Improvements"). The Lessee shall construct an "Upscale Hotel" which shall mean any hotel or other lodging facility that is treated or classified as an "upscale hotel" or as part of the "upscale segment" of the lodging industry by Smith Travel Research or, if such a classification is not available from Smith Travel Research, by a similar reputable hotel industry service. The residential segment constructed by Lessee shall be a "Class A" apartment structure which may include various onsite amenities such as, but not limited to a gym, co-working area, and communal spaces. Any retail portion of the Initial Improvements shall be open to the public at customary times.

Notwithstanding anything in this Lease to the contrary, the attachment of the Conceptual Plan to this Lease shall be Lessor's acceptance or approval of concept only, and shall in no event be considered an express or implied review or approval of any technical aspect of the improvements contemplated thereby nor shall it be considered a substitute for or waiver of any application, review or approval required to or from Lessor under this Lease, the City of Pensacola Land Development Code or any other applicable law. Likewise, attachment of the Conceptual Plan to this Lease shall neither expressly nor impliedly serve as a waiver of or substitute for any application, approval or other action required to be made, obtained or taken by or on behalf of Lessee under this Lease or applicable law. As an example of the forgoing, and without limitation, any indication of building height contained in the Conceptual Plan has not been subjected to technical review in relation to the City of Pensacola Land Development Code or other applicable law and, as such, the proposed height of any buildings to be constructed on the Property has expressly not been reviewed or approved by Lessor and remains subject to the requirements of the City of Pensacola Land Development Code and all applicable law.

The Leased Premises shall be used for no other use or purpose other than as described in this Section 2 without the prior written consent of Lessor, which consent may be given, withheld or conditioned in Lessor's sole and absolute discretion. Lessor represents and warrants that, as of the Lease Effective Date, the permitted use described herein does not conflict with any exclusive use granted by Lessor to any other licensee or lessee of any other portion of the Park Property. Notwithstanding the forgoing, except as otherwise expressly permitted by this paragraph, in no event shall Lessee use, or suffer or permit any other person or entity to use the Leased Premises or any portion thereof for any trade or business consisting of or including, in whole or in part, a hot tub facility, a

facility used for gambling, an adult bookstore, a movie theatre, veterinary offices, or pet exercise or boarding (whether daily or overnight), without the prior written consent of Lessor, which consent may be given, withheld or conditioned in Lessor's sole discretion. Further, in no event shall the Leased Premises be used for any use or purpose that is not permitted by applicable zoning and land use ordinances of the City of Pensacola in effect from time to time during the Lease Term.

Lessee may construct additional improvements on the Leased Premises provided that the conceptual plans for such additional improvements are approved by Lessor, such approval not to be unreasonably withheld, conditioned or delayed.

3. DENSITY.

(a) Within ninety (90) days after the Effective Date, Lessor will provide its written consent for at least two hundred (200) total units of multifamily residential density for the Leased Premises, as allowable under the Land Development Code of the City of Pensacola. Lessee, if it so desires, may apply for any additional density that may be available through the existing Land Development Code of the City of Pensacola.

(b) Nothing in this Lease prohibits Lessee from developing the Leased Premises in accordance with the Live Local Act (F.S. 166.04151).

4. AREA REINVESTMENT AGREEMENT. Lessor and Lessee acknowledge and agree that this Lease and their respective rights and obligations under this Lease are not contingent or conditioned upon Lessee's receipt of any property tax rebates, discounts, or refunds, other governmental incentives, or the execution of an area reinvestment agreement with the Community Redevelopment Agency of the City of Pensacola; provided, however, that the foregoing shall not prohibit Lessor from applying to the Community Redevelopment Agency or other municipal, county, state, national program afforded any other developer of real estate projects.

5. CONSTRUCTION OF INITIAL IMPROVEMENTS.

(a) Lessee, at its sole cost and expense, shall construct the Initial Improvements in substantial accordance with the Conceptual Plan and all applicable building codes. The Initial Improvements and all other buildings and permanent improvements constructed or placed on the Leased Premises at any time and from time to time during the Term of this Lease are referred to in this Lease as the "Improvements".

(b) Prior to the end of the Construction Period (as hereinafter defined) Lessee shall expend not less than Fifty-Five Million Dollars (\$55,000,000) (including unpaid "retainage") for the costs of the development, design, and construction of the Initial Improvements. Within ninety (90) days after the end of the Construction Period, Lessee shall deliver to Lessor a written accounting of the actual costs of the development, design, and construction of the Initial Improvements in such detail as Lessor shall reasonably request.

(c) Lessee shall complete construction in accordance with the following schedule, subject to a Force Majeure Event (as hereinafter defined) and subject to extensions as hereinafter expressly provided: (1) Lessee shall file its initial application to the City of Pensacola (“Initial Application”) for a building permit for the Initial Improvements no later than June 30, 2025 (the “Application Deadline”), (2) Lessee shall fully and completely respond to all requests from the building department of the City of Pensacola for additional information in connection with such Initial Application within ninety (90) days after such requests, (3) Lessee shall commence construction of the Initial Improvements within forty-five (45) days after issuance of the last of all building and development permits and approvals required from the City of Pensacola in relation to the Initial Application (“Construction Commencement Deadline”) and shall diligently and continuously prosecute such construction until completion within the time periods required by this Lease, (4) Lessee shall cause the Initial Improvements to be Substantially Completed (as hereinafter defined) no later than June 30, 2028 (the “Substantial Completion Deadline”), and shall procure a final unconditional certificate of occupancy no later than one hundred eighty (180) days after the Substantial Completion Deadline (the “Completion Deadline”; together with the Substantial Completion Deadline, the “Construction Deadlines”). For purposes of this Lease, “commence construction” and “commencement of construction” occur only when (1) Lessee has completed all preconstruction engineering and design, has received all necessary licenses, permits and local and national environmental clearances, has engaged all contractors, and ordered all essential equipment and supplies as, in each case, can reasonably be considered necessary so that physical construction of the Initial Improvements may commence, and (2) physical construction (excluding site clearing, landfilling, and soil compaction but including, at a minimum, excavation for foundations and/or drilling for the installation of pilings) on the Leased Premises has begun. Lessee has agreed to the Construction Deadlines in the expectation that it will not experience any delay in completing the Initial Improvements due to the building department and other departments of the Lessor having review or inspection rights with respect to the construction of the Initial Improvements failing to act in accordance with their normal practices, including, by way of example and not limitation, responding to plan submissions, conducting construction inspections, and issuing permits and approvals (“Lessor Delays”). Lessee shall have the right to extend the Construction Deadlines if it determines that a material Lessor Delay has occurred, such extension to equal the number days of such Lessor Delay; provided that Lessee has notified Lessor of the Lessor Delay within ten (10) days after it first had knowledge of the Lessor Delay, which notice shall identify the Lessor Delay and the number of days caused by that Lessor Delay. For clarifications, “normal practices” as used in this subsection for the purpose of calculating any Lessor Delays will necessarily include reasonable delays due to weather and other related factors beyond the control of Lessor, which delays will not constitute “Lessor Delays” so long as Lessor exercises reasonable diligence in its actions related to the Project to the extent limited by the forgoing factors and does not act in a discriminatory fashion against Lessee.

Lessee may extend the Application Deadline once for a period of up to three months (“Application Option”). The Application Option shall be exercised by Lessee delivering to Lessor before the then-existing Application Deadline, (i) written notice of its exercise of the

Application Option detailing the requested extension period (e.g. 0-3 months), and (ii) a non-refundable extension fee of Seven Thousand Five Hundred Dollars (\$7,500) for each month of the extension granted by Lessee's exercise of the Application Option.

Lessee may extend the Construction Commencement Deadline once for a period of up to three months ("Commencement Option"). The Commencement Option shall be exercised by Lessee delivering to Lessor before the then-existing Commencement Deadline, (i) written notice of its exercise of the Commencement Option detailing the requested extension period (e.g. 0-3 months), and (ii) a non-refundable extension fee of Ten Thousand Dollars (\$10,000) for each month of the extension granted by Lessee's exercise of the Commencement Option.

Lessee may extend the Substantial Completion Deadline on two (2) occasions, each for a period of for one (1) year (each a "Completion Option"). Each Completion Option shall be exercised by Lessee delivering to Lessor before the then-existing Substantial Completion Deadline, (i) written notice of its exercise of a Completion Option, and (ii)(A) in the instance the first Completion Option is exercised, a non-refundable extension fee of One Hundred Seventy-five Thousand Dollars (\$175,000); and (B) in the instance the second Completion Option is exercised, a non-refundable extension fee of Two Hundred Thousand Dollars (\$200,000).

(d) The "Construction Period" shall mean the period between the Lease Effective Date and the Substantial Completion Deadline. The Substantial Completion Deadline shall be extended on a day-for-day basis if and to the extent that the Substantial Completion Deadline is delayed solely due to a Force Majeure Event, as defined in Section 19 below or due to extension in accordance with the terms of Section 5(c) of this Lease. The construction of the Initial Improvements shall be deemed to be "Substantially Complete" or to have been "Substantially Completed" upon the substantial completion of all of the Initial Improvements in accordance with the Conceptual Plan and the issuance of a temporary certificate of occupancy permitting the lawful use and occupancy of the Initial Improvements for the purposes permitted by Section 2 above, without contain any conditions or requirements that would operate to prevent or prohibit such occupancy or use, other than to a de minimus extent.

(e) DELETED

(f) Lessee shall be solely responsible for payment of all hard and soft costs of the development, design, construction, and demolition (if applicable) of all Improvements including, without limitation, the Initial Improvements. Prior to commencement of construction of the Initial Improvements, Lessee shall provide Lessor with reasonably satisfactory evidence of Lessee's ability to pay the costs of such construction as and when due. Lessee shall cause the construction of all Improvements to be performed and constructed with new materials and in a good and workmanlike manner, pursuant to valid building permits, and in conformance with this Lease and all applicable federal, state, county, and municipal laws, rules and regulations. Lessee shall indemnify, defend, and hold Lessor free and harmless from all liens and claims of lien, and

all other liability, claims and demands arising out of any work done or material supplied to the Leased Premises by or at the request of Lessee. All Improvements on the Leased Premises (expressly excluding, however, movable office furniture, trade fixtures, and trade equipment) shall be deemed to be a part of the real estate and shall remain upon and be surrendered with the Leased Premises upon the expiration or earlier termination of this Lease. Upon commencement of any permitted construction, alteration, removal or demolition, Lessee shall thereafter diligently and continuously prosecute such work to completion within a reasonable time or, as to Initial Improvements, within the time periods specified in this Lease.

(g) Prior to commencement of the construction of the Initial Improvements, Lessee shall provide to Lessor payment and performance bonds obtained by or issued with respect to each general contractor of Lessee performing such work ensuring performance of that general contractor's obligations under the prime construction contract between that general contractor and Lessee and payment of that contractor's subcontractors and suppliers with respect to the construction, alteration, removal or demolition of the Initial Improvements. Each such bond must (i) be issued by a Qualified Surety (hereinafter defined), (ii) be in form and substance reasonably satisfactory to Lessor, (iii) run in favor of Lessor as an additional obligee, and (iv) be in the amount of the total cost of constructing, altering, removing or demolishing, as the case may be, the Improvements, as such cost is stipulated in the construction contract between Lessee and the general contractor. A "Qualified Surety" is a corporate surety or insurer authorized to do business, and to issue bonds for construction payment and performance in the State of Florida and possessing a rating of A/VIII or better in A.M. Best's Insurance Reports.

(h) Notwithstanding the foregoing or any other provision of this Lease, Lessor's interest in the Leased Premises or Park Property shall not be subject to any lien, statutory or otherwise, by reason of any Improvements constructed or altered upon, removed from, or demolished on the Leased Premises or work labor, services, or materials performed upon or supplied to the Leased Premises by or upon the order or request of Lessee or its employees or contractors or anyone acting by, through or under Lessee, and Lessee shall include notice of the provisions of this paragraph in all contracts entered into for the furnishing of construction labor, services, or materials to or on the Leased Premises. All persons performing labor or service or furnishing materials to the Leased Premises on the order of Lessee or anyone acting by, through, or under Lessee, must look solely to Lessee or the person or entity acting by, through, or under Lessee, for payment. Lessee shall keep Lessor's interest in the Leased Premises free from any construction liens, mechanics liens, vendors liens, and any other liens or claims arising out of any work or services performed, materials furnished, or obligations incurred by Lessee, all of which liens and claims are hereby expressly prohibited, and Lessee shall defend, indemnify, and hold Lessor harmless from and against any such lien or claim or action thereon, together with costs of suit and reasonable attorneys' fees and costs incurred by Lessor in connection with any such lien, claim or action. In the event that there shall be recorded against Lessor's interest in the Leased Premises any claim or lien arising out of any such work or services performed, materials furnished, or obligations incurred by Lessee and such claim or lien shall not be removed, bonded off, or discharged within

thirty (30) days of filing, Lessor shall have the right but not the obligation to pay and discharge said lien without regard to whether such lien shall be lawful or correct, or to require that Lessee promptly deposit with Lessor in cash, lawful money of the United States, one hundred twenty percent (120%) of the amount of such claim, which sum may be retained by Lessor until such claim shall have been removed of record or until judgment shall have been rendered on such claim and such judgment shall have become final, at which time Lessor shall have the right to apply such deposit in discharge of the judgment on said claim and any costs, including reasonable attorneys' fees and costs incurred by Lessor, and shall remit the balance thereof to Lessee. Lessor shall have the right to execute and record in the public records of Escambia County, Florida, a notice of provisions of this paragraph, meeting the requirements of Section 713.10, Florida Statutes.

(i) Lessee shall comply with Mayoral Policy 20-01 "Covenant for the Community for the City of Pensacola", a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference, in all matters pertaining to the development, design, and construction of any Improvements.

6. PARKING.

(a) All Improvements, including, without limitation, the Initial Improvements, shall include vehicular parking facilities sufficient to provide all vehicular parking spaces required by law plus all additional vehicular parking spaces, if any, desired by Lessee or anyone claiming by, through or under Lessee. For the avoidance of doubt, all such required and desired vehicular parking spaces shall be located on the Leased Premises, and Lessor shall have no obligation to provide vehicular parking spaces on any portion of the Park Property, including without limitation Lot 4 of the Park Property, for the use or benefit of Lessee or the occupants of any Improvements.

7. TERM. The term of this Lease (the "Term") shall commence on the Lease Effective Date and shall terminate one hundred (100) years following that date (the "Termination Date").

8. BASE RENT; CAM; SALES TAX; LATE FEES.

(a) Base Rent and Periodic Adjustments. As compensation for the use of the Leased Premises, Lessee shall pay Lessor annual base rent ("Base Rent") as follows:

(i) Commencing on the Lease Effective Date, monthly Base Rent shall be paid in the amount of seven thousand five hundred sixty-two and 50/100 dollars (\$7,562.50).

(ii) Commencing on January 1, 2025, annual Base Rent in the amount of one hundred eighty-four thousand two hundred fifty and 00/100 dollars (\$184,250.00), shall be paid in twelve (12) equal monthly installments of fifteen thousand three hundred fifty-four and 17/100 dollars (\$15,354.17) each.

(iii) Commencing on January 1, 2026, annual Base Rent in the amount of two hundred seventy-five thousand and 00/100 dollars (\$275,000.00), shall be paid in twelve (12) equal monthly installments of twenty-two thousand nine hundred sixteen and 67/100 dollars (\$22,916.67) each.

(iv) Each monthly installment of annual Base Rent shall be payable on the first day of each month without invoice, deduction, or set-off. If the Lease Effective Date is not the first day of a calendar month, the installment of annual Base Rent for the first month of the Term shall be appropriately adjusted and payable on the Lease Effective Date, with the second payment of Base Rent due and payable on the first day of the following month. If the last month of the Term is less than a full month, the installment of annual Base Rent for the last month of the Term shall be appropriately adjusted.

(v) The annual Base Rent shall be increased every five (5) years beginning June 30, 2031, and continuing on June 30th of every fifth year thereafter (e.g., 2036, 2041, 2046, etc.) to equal 105% of the annual Base Rent that was due in the immediately preceding year. Exhibit "D" attached hereto is a Schedule of the Rent due for each year during the term of the Lease.

(vi) Following the date, the Initial Improvements are Substantially Complete, Lessee may, upon written notice to Lessor, credit 50% of all payments made before the Lease Effective Date pursuant to that certain Option Agreement dated March 1, 2022, between Lessor and Lessee against its payment of Base Rent hereunder.

(b) Annual CAM Charge and Periodic Adjustment. As used in this Lease, the term "CAM Charge" means Lessee's stipulated share of all expenses incurred and paid by Lessor from time to time for the maintenance and operation of those portions of the Park Property that are not leased to third party lessees including without limitation landscaping, mowing, utilities, stormwater retention and drainage, regardless of the actual cost thereof. Effective on January 1, 2026, Lessee shall pay to Lessor an annual CAM Charge in the amount of \$30,850.00 per year during the Term, as adjusted from time to time as hereinafter provided. Lessee shall pay such annual CAM Charge in equal monthly installments, without demand, reduction, or setoff, commencing on January 1, 2026, and continuing on the first day of each month thereafter during the Term of this Lease. If necessary, the first month's CAM Charges and the last month's CAM Charges shall be pro-rated based on the number of days for the month in question.

The Annual CAM Charge shall be automatically adjusted in accordance with the following provisions of this paragraph. Effective on and as of the first day of the month following the fifth anniversary of the Lease Effective Date and continuing on the first day of the same month every fifth year thereafter during the Term of this Lease, the then current CAM Charges amount shall be increased by five percent (5%), and such increased CAM Charges amount shall be in effect until the next ensuing increase in the CAM Charges pursuant to this sentence.

(c) Rent. The Rent shall be paid starting on the calendar days listed above regardless of the execution date of the Lease. In addition to annual CAM Charge, Lessee shall be responsible for all real estate taxes, assessments, utilities and operating expenses associated with the Leased Premises during the term of the Lease. The term "Rent" when used in this Lease shall mean the Base Rent, the Annual CAM Charge, and all other amounts payable by Lessee to or on behalf of Lessor under this Lease.

(d) Sales Tax. Lessee shall pay all sales and use taxes imposed by Florida Statutes Section 212.031 and any future amendments thereto or other applicable Florida law in effect from time to time, together with any surtax charged by Escambia County from time to time during the Term (the "Sales Tax") on the Rent due under this Lease and on all other payments required by this Lease to be made by Lessee which are taxable under applicable Florida law. Such sales or use tax shall be due and payable concurrently with the payment of the Base Rent or other payment with respect to which such tax is required to be paid.

(e) Late Fees. If Rent or any other charge due under this Lease by Lessee to Lessor is not paid within five (5) calendar days after such Rent or other charge became due, a late charge of five percent (5%) of the amount due shall be due and payable to Lessor to compensate Lessor for its added expenses due to said late payment. Further, any Rent or other charge due under this Lease that is not paid on the date due shall bear interest at the Prime Rate plus 3% per annum, or the highest rate allowed by law, whichever is less (the "Interest Rate"), from the date due until the date paid in full. For purposes hereof, "Prime Rate" shall mean the prime rate of interest as published in the Wall Street Journal, or such suitable replacement index agreed to by the parties if such information ceases to be published. The foregoing to the contrary notwithstanding, said late charge shall not accrue in the first such instance of late payment in each calendar year of the Term unless and until Lessor has first provided Lessee with notice thereof and five (5) days thereafter in which to cure the same.

9. TAXES. Prior to January 21, 2025, Lessor shall cause the Leased Premises to be separately assessed for Taxes (hereinafter defined). Lessee shall pay directly to the Escambia County Tax Collector, prior to delinquency, all Taxes imposed against or with respect to the Leased Premises or Improvements thereon with respect to any time period during the Term. As used herein the term "Taxes" shall mean all ad valorem and non-ad valorem taxes, fees, assessments and special assessments (including interest and penalties thereon), including without limitation real property ad valorem taxes and stormwater fees and assessments, which are, at any time and from time to time during the Term, assessed or imposed against any legal or equitable interest of Lessee in the Leased Premises or any Improvements now or hereafter located on the Leased Premises by the City of Pensacola, Escambia County, or State of Florida or by any school, agricultural, lighting, fire, mosquito control, stormwater, water, drainage or other improvement, benefits or tax district thereof, and which are collected by the Escambia County Tax Collector or the City of Pensacola (or comparable agency), together with any tax imposed in addition to or in substitution of, partially or totally, any such tax, fee or assessment. If at any time during the Term any Improvements located on the Leased Premises owned by Lessee are

deemed exempt and not subject to Taxes, in whole or in part, Lessee, upon Lessor's request, shall pay to the Community Redevelopment Agency of the City of Pensacola ("CRA") (or to Lessor itself if the CRA is not then in existence) amounts equivalent to the Taxes that would have otherwise been due and payable to the City of Pensacola and/or the CRA in the absence of such exemption. It is expressly understood and agreed that the preceding sentence shall not apply with respect to any redevelopment incentive granted to Lessee pursuant to an area reinvestment agreement between Lessee and the CRA under Section 163.387, Florida Statutes.

10. ASSIGNMENT AND SUBLEASE. Prior to the Substantial Completion of the Initial Improvements, Lessee will not assign or transfer any or all of its rights and privileges under this Lease or sublet all or any part of the Leased Premises other than to a Permitted Transferee (as hereinafter defined) without Lessor's prior written consent, which consent shall be in the sole discretion of Lessor. After Substantial Completion of the Initial Improvements, any such assignment or subletting by Lessee shall not require Lessor's consent. Without limiting the foregoing, it is a precondition to Lessor's review and approval of a requested assignment that there shall then exist no uncured Event of Default nor any event or state of facts which with notice or the lapse of time, or both, would constitute an Event of Default. In the event that Lessee requests permission to assign this Lease or sublease its interests in the Lease, in whole or in part, the request shall be submitted to Lessor not less than sixty (60) days prior to the proposed effective date of the assignment or sublease requested, and shall be accompanied by a copy of the proposed assignment or sublease agreement and of all agreements collateral thereto, together with the following information and any other information requested by Lessor: the identity and contact information of the assignee/sublessee, whether the requested assignment or sublease is a full or partial assignment of this Lease or sublease of Lessee's interest in said Lease, a statement of the entire consideration to be received by Lessee by reason of such assignment or sublease, the type of business to be conducted on the Leased Premises by the assignee or sublessee, and history and financial information of the assignee or sublessee. Further, Lessor's failure to consent will not be deemed unreasonable if the proposed assignee or sublessee cannot demonstrate to Lessor's reasonable satisfaction that it has the financial ability and track record to complete the Initial Improvements. After the Initial Improvements have been constructed and provided that Lessee is not in default under the terms of this Lease beyond any applicable notice and cure periods as provided for in this Lease, Lessee has the right to assign or transfer any or all of its rights and privileges under the Lease, and/or to sublet all or any part of the Leased Premises without Lessor's consent. Lessee agrees that any assignment shall contain a provision whereby the assignee agrees to assume all obligations of the assignor under this Lease. Lessee shall be released from all obligations under this Lease arising after the date of any assignment of the Lease, but not following any sublease. Any assignee of this Lease shall, by reason of accepting such assignment be deemed, for the benefit of Lessor, to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee from and after said assignment. For avoidance of doubt, Lessee shall be allowed to freely mortgage its interest in this Lease (any such mortgage, a "Leasehold Mortgage"; the holder of a

Leasehold Mortgage, a "Leasehold Mortgagee"), including, without limitation, a Leasehold Mortgage which secures "C-Pace" financing.

As used in this Lease, a "Permitted Transferee" means: (i) an entity controlling, controlled by, or under common control with, Lessee, and/or (ii) a parent, subsidiary or affiliated entity of Lessee in which Lessee, Lessee's parent, or any subsidiary of either Lessee or its parent, holds a majority of the outstanding ownership interests in the transferee, and/or (iii) a sublessee who is unrelated to Lessee under a sublease for a residential unit or retail or other commercial space.

Lessor's consent for the assignment or sublease for which Lessor's consent is required and for which such consent has been given shall be by written instrument, in a form satisfactory to Lessor and Lessor's legal counsel, and shall be executed by the assignee or sublessee who shall agree, in writing, for the benefit of Lessor, to be bound by and to perform all the terms, covenants, and conditions of this Lease. Failure either to obtain Lessor's prior written consent or to comply with the provisions of this Lease shall serve to prevent any such transfer, assignment, or sublease from becoming effective. Receipt by Lessor of Rent or any other payment from an assignee, sublessee, or occupant of the Leased Premises shall not be deemed a waiver of any covenant in this Lease against assignment and subletting without Lessor's consent or as acceptance of the assignee, sublessee, or occupant as a Lessee under this Lease. No provision of this Lease shall be deemed to have been waived by Lessor, unless such waiver is in writing, signed by Lessor. Further, by applying for consent to an assignment or sublease, Lessee agrees to reimburse Lessor for its out-of-pocket costs for consultants, attorneys, and experts to evaluate the request, to advise Lessor with respect thereto and to prepare or review appropriate documents.

11. OWNERSHIP OF IMPROVEMENTS. This Lease represents a ground lease only. During the Term, Lessee shall own all Improvements constructed on the Leased Premises. Upon the expiration or termination of this Lease for any reason, the Improvements on the Leased Premises shall automatically become and be the sole property of Lessor, free and clear of all mortgage encumbrances imposed by Lessee and all claims of persons and entities claiming by, through or under Lessee, and Lessee shall have no further right, title or interest therein.

12. CONDITION OF PREMISES. LESSEE HEREBY ACKNOWLEDGES AND AGREES THAT LESSOR LEASES THE LEASED PREMISES AND LESSEE ACCEPTS THE LEASED PREMISES "AS/IS, WHERE IS AND WITH ALL FAULTS" WITHOUT ANY REPRESENTATION OR WARRANTY OF LESSOR, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER OTHER THAN AS EXPRESSLY SET FORTH IN THIS LEASE. LESSEE ACKNOWLEDGES THAT LESSOR HAS MADE NO REPRESENTATIONS OR WARRANTIES RELATING TO THE SUITABILITY OF THE LEASED PREMISES FOR ANY PARTICULAR USE OR PURPOSE (INCLUDING WITHOUT LIMITATION THE USE SET FORTH IN SECTION 2 ABOVE) AND THAT LESSOR SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR, MAINTAIN, RENOVATE OR OTHERWISE INCUR ANY COST OR EXPENSE WITH RESPECT TO THE LEASED PREMISES OR PARK PROPERTY OTHER THAN AS EXPRESSLY SET FORTH IN THIS LEASE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OTHER THAN AS EXPRESSLY SET FORTH IN THIS LEASE, LESSOR SHALL NOT BE LIABLE FOR ANY LATENT OR PATENT DEFECTS IN THE LEASED PREMISES OR PARK PROPERTY, AND LESSOR SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE INCURRED BY LESSEE OCCASIONED BY THE CONDITION OR CHARACTERISTICS OF THE LEASED PREMISES OR PARK PROPERTY. FURTHER, OTHER THAN AS EXPRESSLY SET FORTH IN THIS LEASE, LESSOR HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE CONDITION OF THE LEASED PREMISES OR PARK PROPERTY, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, HABITABILITY, OR TENANTABILITY.

13. MAINTENANCE.

(a) Lessor's Obligations. Lessor, at its expense, but subject to Lessee's payment of Lessee's CAM Charge as provided in Section 8 above, shall be solely responsible for maintaining the common areas and facilities of the Park Property in a safe, neat, and orderly manner, free from trash, debris, and other unsafe, unsightly, or unsanitary matter.

(b) Lessee's Obligations. Lessee, at Lessee's sole cost and expense shall keep and maintain the entire Leased Premises and the Improvements on the Leased Premises, and every part and component thereof, interior and exterior, including without limitation the grounds, landscaping and parking facilities, if any, on the Leased Premises, in first class condition, appearance and repair and shall promptly make all necessary repairs and replacements thereto, interior and exterior, structural and non-structural, ordinary as well as extraordinary, and foreseen as well as unforeseen, and Lessee shall not do or suffer any waste, damage, disfigurement or injury to the Leased Premises, the Improvements on the Leased Premises or any portion thereof. Further, Lessee, at Lessee's sole cost and expense shall at all times maintain the Leased Premises in a safe, neat, and orderly manner, free from trash, debris, and other unsafe, unsightly, or unsanitary matter. Upon expiration or termination of this Lease for any reason, Lessee shall surrender to Lessor the Leased Premises and the Improvements on the Leased Premises in good condition, appearance, and repair, ordinary wear and tear excepted.

14. PAYMENT OF UTILITIES. Lessee shall arrange for direct billing with all utilities providing service to the Leased Premises and, except as otherwise provided herein, shall pay when due all invoices for services rendered to the Leased Premises from time to time by such utility providers.

15. TRASH COLLECTION. Lessee shall, at its sole expense, cause all trash and garbage to be removed from the Leased Premises and the Improvements on a regular basis, not less than weekly. Lessor shall not have any obligation to provide a dumpster on the Park Property or the Leased Premises for use of Lessee.

16. DAMAGE AND DESTRUCTION. If at any time during the Term of this Lease, the Leased Premises shall be so destroyed or so injured by fire or other casualty as to be unfit for full occupancy and use by Lessee, and such destruction or injury could reasonably be repaired within one hundred eighty (180) days from the date of such destruction or injury, then Lessee shall not be entitled to surrender possession of the Leased Premises; provided, however, that Lessee's obligation to pay Rent shall be equitably reduced to the extent of the diminution in use to Lessee resulting from such destruction or injury until full use and occupancy is restored to Lessee. Lessee shall repair the damage with all reasonable speed at least to the extent of the value of the insurance available from all sources and as nearly as possible to the character and quality of the Improvements existing immediately prior to such occurrence.

If the Leased Premises shall be so destroyed or injured by fire or other casualty that such destruction or injury could not reasonably be repaired within one hundred eighty (180) days from the date of such destruction or injury, Lessee shall have the option, upon written notice given to Lessor within 90 days from the date of such destruction or injury, to terminate this Lease, and upon giving of such notice this Lease shall be terminated as of the date of such destruction or injury. In the event Lessee does not elect to terminate this Lease in accordance with the foregoing options, Lessee shall repair the damage and restore or rebuild the building and improvements as promptly as reasonably possible after the one hundred eighty (180) day period. All insurance proceeds received by Lessee for the loss shall be available to Lessee for rebuilding with disbursement of said funds following the terms to be agreed upon in writing in advance of any construction.

If this Lease is terminated under the immediately preceding or following paragraphs, Lessee shall promptly raze the Improvements, remove the foundations, fill the site with dirt covered with topsoil and leave it in a neat, clean, graded, level and safe condition, provided that such request is made by Lessor within 90 days following the time of such termination. Any insurance proceeds available to Lessee (following restoration or otherwise) shall, subject to the rights of any Leasehold Mortgagee as provided in Sections 28 and 38, be collected by and paid to the Lessee. Any proceeds remaining after completion of Lessee's obligations under this Article shall be paid to Lessee, except that any Rent outstanding and unpaid shall first be paid to the Lessor out of such remaining proceeds.

Further, notwithstanding the foregoing, if any Improvements on the Leased Premises are "totally destroyed" (as hereinafter defined) during the last fifteen (15) years of the Term, Lessee may elect to terminate this Lease by giving written notice of termination to Lessor within 90 days after the Improvements on the Leased Premises are "totally destroyed" (as hereinafter defined). Insurance proceeds payable with respect to total destruction shall be applied to pay Lessee's reasonable costs of demolition as outlined in the immediately preceding paragraph, and the outstanding indebtedness then secured by any Leasehold Mortgage, but only if and to the extent such costs and indebtedness exceed the amount of the insurance deductible, and all remaining insurance proceeds shall be paid to Lessor. For the purposes of this paragraph the terms "totally destroyed" and "total destruction" shall mean that the total aggregate cost to repair or

replace the damage to the Improvements on the Leased Premises exceeds fifty percent (50%) of the greater of (i) fair market value or (ii) the replacement cost value of the Improvements on the Leased Premises immediately prior to the occurrence of such damage. The Annual CAM Charge and all rent shall be equitably abated during any period that the Improvements on the Leased Premises are unusable, in whole or in part. If Lessee elects to terminate this Lease pursuant to the terms of this Section, all Parties shall be relieved of all further obligations owed under this Lease from and after such termination, unless the survival of such obligation(s) is specifically provided for herein. The provisions of this Section shall survive the expiration or termination of this Lease.

17. **STORMWATER MANAGEMENT.** Provided that Lessee pays when due all stormwater fees and assessments levied from time to time by the City of Pensacola with respect to the Leased Premises, Lessee shall have the right to utilize the existing storm water retention facilities on the Park Property serving the Leased Premises (the "Retention Facilities"), and Lessor shall be responsible for the operation, maintenance, and repair of the Retention Facilities.

18. **CONDEMNATION.** If more than 50% of the gross area of the Improvements on the Leased Premises shall be taken by eminent domain, condemnation or in any other manner for public or quasi-public use or purpose (a "taking") (other than for temporary use or occupancy), the term of this Lease shall, at the option Lessee, terminate as of the date of vesting of title and upon such termination no further Rent shall be due hereunder or a pro-rata refund of Rent paid after such taking shall be made. If this Lease is not terminated pursuant to the preceding sentence, the Parties shall enter into good faith negotiations to modify, alter, or amend this Lease such that the remainder of the Leased Premises and Improvements on the Leased Premises remain tenantable or leasable for the uses permitted pursuant to Section 2 above. Lessor and Lessee shall have the right to participate in any condemnation proceedings. Each shall notify the other promptly of any contemplated or threatened condemnation proceeding of which it shall become aware and shall keep the other informed of developments with respect thereto.

19. **FORCE MAJEURE.** Each party's obligations under this Lease shall be abated or excused (other than Lessee's obligation to pay Rent) on a day-for-day basis when performance of such obligations is rendered impossible or impracticable by reason of strikes, riots, acts of God, theft, fire, public enemy, injunction, closure of capital markets, insurrection, court order, requisition of other governmental body or authority, war, acts of terrorism, governmental laws, regulations or restrictions, pandemic or epidemic disease (each, a "Force Majeure Event"), until such Force Majeure Event is eliminated or ceases to exist; provided however, that each responsible party shall use all due diligence to eliminate or mitigate such Force Majeure Event or the effects thereof as soon as possible.

20. **COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** Lessee, in the use and enjoyment of the Leased Premises, shall comply in all material respects with all governmental regulations, statutes, ordinances, rules, ordinances and directives of any federal, state, county or municipal governmental units or agencies having jurisdiction over the Leased Premises or the business being conducted thereon and all rules and

regulations now in effect or hereafter imposed by Lessor; provided, however, any such rules and regulations imposed by Lessor shall be imposed uniformly against all similar businesses located in the City and shall not conflict in any material respect with the express provisions of this Lease or unreasonably interfere with Lessee's permitted use of the Leased Premises. Lessee shall not be deemed in breach of this Section so long as it is challenging in good faith any claim of non-compliance by Lessor.

21. ENVIRONMENTAL MATTERS. Lessor represents that Lessor has completed remediation of historic environmental contamination at the Leased Premises ("Prior Contamination") so that, to its knowledge and without investigation, the Leased Premises are in compliance with environmental laws. Lessor shall release and hold harmless Lessee from any and all fines, claims, suits, actions, demands, losses, damages, liabilities, costs and expenses (including, without limitation, attorney's fees) arising from contamination existing at the Leased Premises as of the Lease Effective Date, other than those arising from any action of Lessee or its agents, successors or assigns, which disturb or otherwise deteriorate the remediation of the Prior Contamination carried out by Lessor. Lessee shall comply with all federal, state, municipal and county laws, statutes, ordinances, codes, administrative orders, rules and regulations and permits relating to environmental matters, storm water, and other pollution control applicable to the construction, alteration or demolition of the Improvements on the Leased Premises or the occupancy, use or operation of the Leased Premises. Lessee shall furnish to Lessor at the time same are filed, received, submitted, or tendered, a copy of every permit application, permit, notice, order, or other document sent to or received from any regulatory agency responsible for environmental matters, storm water, or other pollution control. Lessee is prohibited from allowing, causing, condoning, licensing, permitting or sanctioning any activities, conduct or operations that enable or result in any pollutants, contaminants, hazardous materials or substances or other waste to be accumulated, deposited, placed, released, spilled, stored or used upon or under any portion of the Leased Premises or adjacent waters contrary to or in violation of any of said laws, statutes, ordinances, codes, administrative orders, rules, regulations or permits other than typical quantities of ordinary supplies such as copier toner, liquid paper, glue, ink and common cleaning materials used by the retail and residential lessees at the Leased Premises). In the event Lessee violates this prohibition, Lessee shall be solely responsible for any and all reporting, cleanup, remediation, fines and penalties in accordance with said laws, statutes, ordinances, codes, administrative orders, rules, regulations or permits. Lessee agrees to indemnify, defend and hold harmless Lessor against any and all actions, claims, demands, judgments, penalties, liabilities, costs, damages and expenses, remediation costs and response costs, including court costs and attorney's fees incurred by Lessor arising out of or in connection with contamination resulting from the construction, alteration or demolition of the Improvements on the Leased Premises or the occupancy, use or operation of the Leased Premises during the Term. The terms of this Section shall survive the termination of this Lease.

22. SEVERABILITY. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then

and in that event, it is the intention of the Parties hereto that the remainder of this Lease shall not be affected thereby.

23. SURRENDER AND HOLDING OVER.

(a) With Lessor's Consent. If Lessee shall, with the written consent of Lessor, hold over after the expiration or sooner termination of the Term of this Lease, the resulting tenancy shall, unless otherwise mutually agreed, be on a month-to-month basis until such time as Lessee shall surrender the Leased Premises (with sixty (60) days' prior written notice to Lessor) or Lessor shall re-enter the Leased Premises (with sixty (60) days' prior written notice to Lessee.) During such month-to-month tenancy, Lessee shall continue to pay Rent and other charges as established in accordance with the provisions of this Lease and shall be bound by all of the other provisions of this Lease.

(b) Without Lessor's Consent. If Lessee shall, without the written consent of Lessor, hold over after the expiration or sooner termination of the Term of this Lease, the resulting tenancy privilege shall, unless otherwise mutually agreed, be a tenancy at sufferance. During such tenancy at sufferance, Lessee shall pay Rent equal to one hundred fifty percent (150%) of the Rent in effect at the time of expiration or termination and shall be bound by all of the other provisions of this Lease.

24. **AUTHORITY.** If Lessee is not a natural person, the undersigned representative of Lessee hereby warrants and certifies that Lessee is an entity in good standing and is authorized to do business in the State of Florida. The undersigned representative of Lessee hereby further warrants and certifies that he or she, as such representative, is authorized and empowered to bind the entity 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 entity resolution or such other document authorizing the execution of this Lease by Lessee. The undersigned representative of Lessor hereby warrants and certifies that he or she, as such representative, is authorized and empowered to bind Lessor to the terms of this Lease by his or her signature thereto. Lessee, before it accepts and delivers this Lease, may require Lessor to supply it with a certified copy of resolution or such other document authorizing the execution of this Lease by Lessor.

25. **INTEGRATION, MERGER AND AMENDMENT.** This Lease contains the entire agreement of the Parties with respect to the subject matter of this Lease, and fully substitutes, replaces, and supersedes any prior letter of intent, memorandum of understanding, and all other prior negotiations, agreements, and understandings with respect thereto. This Lease may not be altered, changed, or amended, except by written instrument signed by all Parties hereto and executed in the same formality as this Lease.

26. **NO WAIVER.** No provision of this Lease shall be deemed waived by either Party by any act, omission, conduct or course of dealing by such Party. Rather, a provision of this Lease may be waived only by a written instrument duly authorized and executed by the Parties which specifically identifies the provision being waived. The terms, provisions,

covenants, and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the Parties hereto, and upon their respective permitted successors in interest and legal representatives, except as otherwise expressly provided herein and except that Lessor shall have no liability to Lessee under this Lease except as otherwise expressly stated herein.

27. **INSURANCE.** Lessee shall procure and maintain at all times during the Term, insurance of the types and to the limits specified herein issued by insurer(s) qualified to do business in Florida.

Lessee acknowledges and agrees that the types and minimum limits of insurance herein required may become inadequate following during the Term of this Lease, and, therefore agrees that the minimum limits may be increased to commercially reasonable limits and/or additional types of insurance may be required by Lessor from time to time during the Term of this Lease, but in no event more than once every five (5) Lease Years, provided that such insurance is available at commercially reasonable rates. The term "Lease Year" as used herein shall mean a period of twelve (12) consecutive months. The first (1st) Lease Year shall begin on the Lease Effective Date if the Lease Effective Date is the first (1st) day of a month; otherwise, the first (1st) Lease Year shall commence upon the first (1st) day of the following month. Each succeeding Lease Year shall commence on the next day after the last day of the immediately preceding Lease Year.

Unless otherwise agreed by Lessor in writing, the amounts, form, and type of insurance shall conform to the following minimum requirements:

WORKER'S COMPENSATION

If Lessee then has any employees performing work at the Leased Premises, Lessee shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations if legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$1,000,000 each person per accident, \$1,000,000 each person per disease, and \$1,000,000 aggregate.

COMMERCIAL GENERAL LIABILITY COVERAGE

Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability forms filed by the Insurance Services Office. Lessor shall not be considered liable for premium payment or entitled to any premium return or dividend or be considered a member of any mutual or reciprocal company. Minimum limits of \$5,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policy coverage and the total amount of coverage required. Coverage must be provided for bodily injury and property damage liability for premises and operations. The coverage shall be written on occurrence-type basis and Lessor must be listed as an additional insured. Umbrella Liability Insurance coverage shall

not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

BUSINESS AUTOMOBILE POLICY

If Lessee owns or it or its agents or vendors operate any motor vehicles at or about the Leased Premises, Lessee shall purchase and maintain, or cause its applicable vendor(s) to purchase and maintain, coverage with minimum limits of \$5,000,000 per accident combined single limits covering bodily injury and property damage liability arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use, with umbrella insurance coverage making up any difference between the policy limits of underlying policy coverage and the total amount of coverage required. The coverage shall be written on occurrence-type basis and Lessor must be listed as an additional insured. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

PROFESSIONAL LIABILITY

Lessee shall cause its architects and engineers performing work related to the Leased Premises to carry professional liability insurance coverage with minimum limits of \$2,000,000 per occurrence.

BUILDER'S RISK

If not then included in Lessee's property insurance, Lessee shall require any contractor constructing, altering or demolishing improvements of the Leased Premises to provide builder's risk insurance on an Inland Marine "All Risk" type form which includes, without limitation, collapse coverage and windstorm coverage. The amount of such insurance shall be 100% of the completed value of the work being done by such contractor. Such builder's risk policy shall contain a "Waiver of Subrogation" clause in favor of Lessor. Lessor must be listed as a loss payee.

PROPERTY INSURANCE

Lessee shall maintain in force at all times, property insurance coverage which insures any improvements on the Leased Premises using a Standard Insurance Office (ISO) defined "Special Causes of Loss" form or its equivalent, together with coverages or endorsements for ordinance or law, vandalism, malicious mischief, earthquake, named windstorm, wind, hail, storm surge and flood. Lessor shall be named as an additional insured under all such policies of insurance. The amount of coverage will be 100% of the replacement cost, when commercially available, or limits reasonably available less than 100% with the prior written approval of Lessor, such approval not to be unreasonably withheld. Any request by Lessee for coverage amounts less than 100% of replacement cost shall be accompanied by written evidence demonstrating the commercial

unavailability of 100% replacement cost coverage, in form and substance reasonably satisfactory to Lessor. Such policy shall contain a "Waiver of Subrogation" clause in favor of Lessor. Lessee shall notify Lessor at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction. In addition and without limiting the forgoing, Lessor agrees to reasonably consider, but shall have no duty or obligation to approve, requests by Lessee for reductions in (i) flood coverage based on the "maximum probable loss" resulting from a hurricane or flood, and (ii) windstorm coverage based on prevailing practices for similar-type properties in the Pensacola area.

LIQUOR LIABILITY

If alcoholic beverages are furnished, sold, or consumed on the Leased Premises, Lessee shall maintain or cause vendor(s) operating upon the Leased Premises to maintain liquor liability insurance including coverage for bodily injury and property damage arising out of the furnishing of alcoholic beverages. Minimum limits for this coverage are \$5,000,000 each common cause and in the aggregate. When alcoholic beverages are to be furnished, sold or consumed at the Leased Premises, the licensee/operator/business owner shall not furnish, or sell to or permit its employees, servants, subcontractors, or agents to furnish or sell alcoholic beverages to, or to allow such alcoholic beverages to be consumed by any person who is not of lawful drinking age and shall take reasonable actions necessary to avoid serving any person habitually addicted to the use of any or all alcoholic beverages, or any person who is, or who would reasonably be expected to be intoxicated.

CERTIFICATES OF INSURANCE

Lessee's required insurance shall be documented in Certificates of Insurance furnished to Lessor that list this Lease and provide that Lessor shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. If requested by Lessor, Lessee shall furnish copies of Lessee's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies, when such become available to Lessee. Certificates shall be on the "Certificate of Insurance" form reasonably acceptable to Lessor. Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies reasonably acceptable to Lessor and shall file with Lessor Certificates of Insurance under the new policies at least fifteen (15) days prior to the effective date of such cancellation, adverse change, or restriction. Notwithstanding the forgoing, Lessee's failure to timely deliver new Certificates of Insurance in accordance with the forgoing sentence shall not constitute an event of default under this Lease so long as there is no lapse in any insurance coverage.

REQUIRED INSURANCE PRIMARY

The insurance coverage required of Lessee shall be considered primary, and all other insurance shall be considered as excess, over and above Lessor's coverage, if any.

INDEMNITY

Lessee shall indemnify and hold harmless Lessor and its elected and appointed officials, officers, members, employees, volunteers, representatives and agents from any and all fines, claims, suits, actions, demands, losses, damages, liabilities, costs and expenses (including, without limitation, attorney's fees) in connection with any loss of life, bodily or personal injury, or damage to or loss of property arising from or out of any occurrence in, upon, at or about the Leased Premises or any part thereof occasioned or caused in whole or in part, either directly or indirectly, by the act omission, negligence, misconduct or breach of this Lease by Lessee, its employees, agents, customers, clients, guests, invitees under express or implied invitation of Lessee; or arising out of this Lease or Lessee's use of the Leased Premises; provided, however, that nothing contained herein shall be construed as a waiver, in whole or in part, of the sovereign immunity of Lessor under the Constitution, statutes and case law of the State of Florida, nor as a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against Lessor.

LIMITATION OF LESSOR LIABILITY

In no event shall Lessor shall be liable or responsible to Lessee for any loss or damage to any property or the death or injury to any person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition of other governmental body or authority, by other licensee, occupant, user, lessee, or sub-lessee of the Park Property or any portion thereof, or by any other matter beyond the control of Lessor, or for any injury or damage or inconvenience which may arise through repair or alteration of any part of the Leased Premises, or failure to make repairs or from any cause whatsoever except the gross negligence or willful misconduct of Lessor, or for consequential damages or special damages. Further, any liability of Lessor under this Lease is limited to the same extent as tort actions against Lessor are limited by § 768.28 Fla. Stat. (2022).

28. DEFAULT and REMEDIES.

(a) Events of Default. The occurrence of either of the following (including the expiration of the applicable notice and cure period and, if applicable, the Extended Mortgagee Cure Period), shall constitute an "Event of Default" under this Lease:

(i) Subject to the provisions of Sections (d) and (e) below, should Lessee at any time be in breach of the timely performance of its obligations with respect to any payment of Rent under this Lease, and such breach remains un-remedied after expiration of a period of ten (10) days after delivery of a notice from Lessor to Lessee specifying the breach in question; or

(ii) Subject to the provisions of Sections (d) and (e) below, should Lessee be in breach in the timely performance of any other of its promises, covenants or agreements contained in this Lease other than the payment of Rent and should such breach of performance remain un-remedied, after expiration of a period of thirty (30) days

after delivery of a written notice from Lessor to Lessee specifying the breach in question, or, in the case of a breach that cannot reasonably be remedied within a thirty (30) day period, then such breach remains un-remedied after expiration of such longer period of time after delivery of such written notice from Lessor as is reasonably required by Lessee to fulfill or perform such obligations, provided that Lessee commences to fulfill such obligations or remedy such breach within thirty (30) days after notice from Lessor and thereafter diligently prosecutes such curative efforts in a commercially reasonable manner to completion. Notwithstanding the foregoing, an Event of Default shall be deemed to exist if Lessee (i) fails to meet any deadline specified in Section 5 (Construction of Initial Improvements), (ii) is in breach in the timely performance of its obligations under Section 27 (Insurance), or (iii) is in breach of Section 10 (Assignment and Sublease), in each case without any requirement that Lessor provide notice of or opportunity to cure any such breaches.

(b) Remedies of Lessor. Subject to the provisions of Sections (c), (d) and (e) below, upon an Event of Default, Lessor may (i) enforce the specific performance of this Lease, (ii) terminate this Lease in Lessor's discretion, in which case Lessee shall immediately surrender the Leased Premises to Lessor; or (iii) terminate Lessee's rights to possession of the Leased Premises. If Lessee fails to surrender the Leased Premises after Lessor terminates this Lease or Lessee's right to possession of the Leased Premises, Lessor, in compliance with applicable law, may enter and take possession of the Leased Premises and remove Lessee and Lessee's property from the Leased Premises. Lessee shall pay Lessor, on demand, all past due Rent and other losses and damages Lessor suffers as a result of Lessee's Event of Default and any other Event of Default occurring thereafter, including, without limitation, all Costs of Re-letting and any deficiency in Rent that may arise from re-letting or the failure to re-let the Leased Premises. "Costs of Re-letting" shall include all reasonable costs and expenses incurred by Lessor in recovering possession of the Leased Premises (including, without limitation, legal expenses and attorneys' fees) and for re-letting or attempting to re-let the Leased Premises, including, without limitation, legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new Lessee or Lessees.

The respective rights of Lessor under this Lease shall be cumulative and failure on the part of Lessor to exercise promptly any such rights afforded it shall not operate to forfeit any such rights. No forbearance by Lessor of action upon any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions, and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or Event of Default. Further, the acceptance by Lessor of Rent, Annual CAM Charges or other charges or payments by Lessee for any period or periods after the occurrence of an Event of Default shall not be deemed a waiver of such Event of Default or a waiver of or estoppel to enforce any right or remedy on the part of Lessor arising or existing by reason of such Event of Default, whether or not Lessor has or had knowledge of such Event of Default. Legal actions to recover for loss or damage that Lessor may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossession or reletting and any repairs or remodeling undertaken by Lessor

following repossession.

(c) Bankruptcy Not a Default. Neither Lessee's bankruptcy, insolvency, assignment for the benefit of creditors, appointment of a receiver, nor any proceedings under any Laws similar to the foregoing with respect to Lessee shall affect this Lease so long as all covenants of Lessee are continued in performance by Lessee, its successors, or legal representatives, or by any Leasehold Mortgagee. Otherwise, each of these occurrences constitutes an Event of Default under paragraph (A)(3) above if and to the extent not prohibited by applicable law.

(d) Cure Rights of Leasehold Mortgagee. Lessor, upon providing Lessee with any notice of (i) a default by Lessee in the payment of Rent pursuant to Subsection (a)(i) above, or (ii) any breach of any other covenant of this Lease pursuant to Subsection (a)(ii) above, shall at the same time provide a copy of such notice to every Leasehold Mortgagee who has provided Lessor with notice of its Leasehold Mortgage on the Leased Premises in the manner described in Section 38(b) hereof to the most recent address provided to Lessor in writing for such Leasehold Mortgagee. No notice of any default or breach by Lessee shall be deemed to have been duly given by Lessor unless and until a copy thereof has been provided to every Leasehold Mortgagee entitled thereto at the most recent address provided to Lessor in writing for such Leasehold Mortgagee. From and after the date such notice has been given to Lessee and such Leasehold Mortgagee, each of such Leasehold Mortgagees shall have the same period for remedying such default or breach as is given to Lessee, plus in each instance the Extended Mortgagee Cure Period, to remedy cause to be remedied, or, if the default or breach specified in such notice cannot reasonably be remedied prior to the expiration of the Extended Mortgagee Cure Period, commence remedying during the Extended Mortgagee Cure Period and thereafter diligently and continuously prosecute such remedy to completion, the default or breach specified in any such notice. Lessor shall accept such performance by or at the instigation of any such Leasehold Mortgagee as if the same had been done by Lessee. Lessee authorizes each Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the Leased Premises by the Leasehold Mortgagee(s) for such purpose.

(e) Extended Cure Rights. (a) Anything contained in this Lease to the contrary notwithstanding, if an Event of Default shall occur which would otherwise entitle Lessor to terminate this Lease, Lessor shall have no right to so terminate this Lease unless, following the expiration of the period of time given pursuant to Section 28(A) for Lessee to cure such default, Lessor shall notify every Leasehold Mortgagee (at the most recent address provided to Lessor for such Leasehold Mortgagee) of Lessor's intent to so terminate at least fifteen (15) days in advance of the proposed effective date of such termination if such Event of Default is capable of being cured by the payment of money, and at least thirty (30) days in advance of the proposed effective date of such termination if such default is not capable of being cured by the payment of money; provided, however that such Leasehold Mortgagee shall reimburse Lessor, at the time of so remedying the default, for all reasonable costs and expenses to Lessor of maintaining, protecting, insuring and operating the Leased Premises during such 15 or 30 day period (as applicable), including without limitation reasonable attorneys' fees. The provisions of Subsection (f) below shall

apply if, during such 15 or 30 day period (as applicable), any such Leasehold Mortgagee shall:

(i) notify Lessor of such Leasehold Mortgagee's desire to nullify such notice by exercising its rights to foreclose its Leasehold Mortgage, and

(ii) pay or cause to be paid all Rent and other amounts then due and in arrears as specified in the notice to such Leasehold Mortgagee and which may become due during such 15 or 30 day period, and

(iii) comply or in good faith, with reasonable diligence and continuity, commence to comply with all non-monetary requirements of this Lease then in default and reasonably susceptible of being complied with by such Leasehold Mortgagee, provided, however, that such Leasehold Mortgagee shall not be required during such 15 or 30 day period to cure or commence to cure any default consisting of Lessee's failure to satisfy and discharge any lien, charge or encumbrance against Lessor's interest in this Lease or the Leased Premises junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee (unless the lien of such Leasehold Mortgage is senior to the lien of any Fee Mortgage (as hereinafter defined)).

(f) If Lessor shall elect to terminate this Lease by reason of an Event of Default of Lessee under this Section 28 and a Leasehold Mortgagee shall have proceeded in the manner provided for by Subsection (a) above, the specified date for the termination of this Lease as fixed by Lessor in its notice shall be extended for a further period of six (6) months, provided that such Leasehold Mortgagee shall, during such six (6) month period:

(i) pay or cause to be paid Rent obligations of Lessee under this Lease as the same become due, and continue its good faith efforts to perform all of Lessee's other obligations under this Lease (including, without limitation, monetary, non-monetary, and past non-monetary obligations then in default), excepting (a) any obligations of Lessee to satisfy or otherwise discharge any lien, charge or encumbrance against Lessee's interest in this Lease or the Leased Premises junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee (unless the lien of such Leasehold Mortgage is senior to the lien of any Fee Mortgage); and (b) non-monetary obligations and past non-monetary obligations then in default and not reasonably susceptible of being performed or cured by such Leasehold Mortgagee.

(ii) if not enjoined or stayed, take steps to acquire or sell Lessee's interest in this Lease and the Leased Premises by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute such proceedings to completion with due diligence.

(iii) if at the end of such additional six (6) month period such Leasehold Mortgagee has complied with, and for so long as such Leasehold Mortgagee continues to comply with, Subsection (i) above and is actively engaged in taking steps as required under Subsection (ii) above, this Lease shall not then terminate, and the time for completion by such Leasehold Mortgagee of its proceedings shall continue so long as such Leasehold Mortgagee is enjoined or stayed and thereafter for so long as such

Leasehold Mortgagee proceeds to complete steps to acquire and sell Lessee's interest in this Lease and the Leased Premises by foreclosure of the Leasehold Mortgage or by other appropriate means, with reasonable diligence and continuity. Nothing in this Subsection (b), however, shall be construed to extend this Lease beyond the Term, nor to require a Leasehold Mortgagee to continue such foreclosure proceedings after the default has been cured. If the default shall be cured and the Leasehold Mortgagee shall discontinue such foreclosure proceedings, this Lease shall continue in full force and effect as if Lessee had not defaulted under this Lease.

(iv) if such Leasehold Mortgagee has complied with Subsection (i) above, upon the acquisition of the leasehold estate herein by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise, this Lease shall continue in full force and effect as if Lessee had not defaulted under this Lease.

(g) Nothing herein contained shall require any Leasehold Mortgagee or its designee, as a condition to its exercise of any right under this Lease, including, but not limited to, its right to cure defaults by Lessee pursuant to Subsection (d). above or this Subsection (g) or its right to obtain a New Lease (defined below) pursuant to Subsection (h). below, to cure any default of Lessee which is not reasonably susceptible of being cured by such Leasehold Mortgagee.

(h) New Lease. (a) In the event of the termination of this Lease for any reason, including, without limitation, any disaffirmance of this Lease by any trustee of Lessee in bankruptcy, Lessor shall, in addition to providing the notices of default and termination as required by Subsections (d) and (e) above, provide each Leasehold Mortgagee with a written notice that the Lease has been terminated (the "Notice of Termination"), together with a statement of all sums which would at that time be due under this Lease but for such termination, and of all other defaults, if any, then known to Lessor. Lessor agrees to enter into a New Lease of the Leased Premises with a Leasehold Mortgagee or its designee for the remainder of the Term, effective as of the date of termination, at the Rent, and upon the terms, covenants and conditions of this Lease, provided:

(i) Such Leasehold Mortgagee shall make written request upon Lessor for such New Lease within sixty (60) days after the date such Leasehold Mortgagee receives Lessor's Notice of Termination of this Lease. Leasehold Mortgagee or its designee shall execute and enter into the New Lease within thirty (30) after such written request to Lessor.

(ii) Such Leasehold Mortgagee or its designee shall pay or cause to be paid to Lessor at the time of the execution and delivery of such New Lease any and all sums which would at the time of execution and delivery thereof be due pursuant to this Lease but for such termination or pursuant to the New Lease which, regardless of the date of execution and delivery thereof, shall be effective as of the date of termination of this Lease, and, in addition thereto, all reasonable expenses, including reasonable attorney's fees, which Lessor shall have incurred by reason of such termination and the execution and delivery of the New Lease and which have not otherwise been received by Lessor from Lessee or other party in interest under Lessee. Upon the execution of the New Lease, Lessor shall allow to Lessee named in the New Lease, as an offset against the sums

otherwise due under this Subsection (ii) or under the New Lease, an amount equal to the net income received by Lessor and attributable to the Leased Premises during the period from the date of termination of this Lease to the date of the beginning of the New Lease. In the event of a controversy as to the amount to be paid to Lessor pursuant to this Subsection (ii), the payment obligation shall be satisfied if Lessor shall be paid the amount not in good faith controversy, and the Leasehold Mortgagee or its assignee shall agree in writing to pay any additional sum ultimately determined to be due plus interest at the Interest Rate.

(iii) Such Leasehold Mortgagee or its designee shall remedy, concurrently with the execution of the New Lease or as soon as reasonably practicable thereafter, any of Lessee's defaults of which said Leasehold Mortgagee was notified pursuant to Section 28(a) above and which are reasonably susceptible of being so cured by Leasehold Mortgagee or its designee.

(iv) Any New Lease made pursuant to this Section shall be prior to any Leasehold Mortgage or other lien, charge or encumbrance on the fee of the Leased Premises and Lessor under such New Lease shall have the same right, title and interest in and to the Leased Premises and the Improvements on the Leased Premises as Lessor had under this Lease. Upon execution of any New Lease, Lessor shall convey to the Leasehold Mortgagee, as lessee, without additional charge therefor, all right, title, and interest which Lessor may have in the Improvements on the Leased Premises which may then be located upon the Leased Premises, other than Lessor's reversionary interest therein upon the expiration or other termination of the New Lease.

(v) The lessee under the New Lease shall be liable to perform the obligations imposed on the lessee by such New Lease only during the period such person has ownership of such leasehold estate.

(i) If more than one Leasehold Mortgagee shall request a New Lease pursuant to Subsection (a) above, Lessor shall enter into the New Lease with the requesting Leasehold Mortgagee or its designee whose Leasehold Mortgage is the most senior lien on the Leased Premises; provided, that if approved by all of the more senior lienholders, the New Lease may be entered into with the holder of a junior Leasehold Mortgage, in which case the leasehold estate under the New Lease shall be subject to Leasehold Mortgages in favor of any and all Leasehold Mortgagees that held Leasehold Mortgages on the leasehold estate under this Lease that were senior to the Leasehold Mortgage held by the former Leasehold Mortgagee that has become the lessee under the New Lease.

Notwithstanding the foregoing, the parties hereto acknowledge that any Leasehold Mortgagee, through foreclosure or other appropriate proceedings, or any purchaser, through foreclosure or other appropriate proceedings, who shall acquire the rights and interest of Lessee under the terms of the Lease, shall not assume any personal liability of Lessee with respect thereto, except as specifically set forth herein.

29. QUIET ENJOYMENT. Provided Lessee has performed all of the terms, covenants, agreements, and conditions of this Lease, including the payment of Rent and

all other sums due hereunder, Lessee shall peaceably and quietly hold and enjoy the Leased Premises subject to the provisions and conditions of this Lease.

30. NOTICES. Any notices required or permitted by this Lease or by law to be sent to Lessor shall be deemed to have been duly delivered when personally delivered, sent prepaid for next day delivery via a nationally recognized overnight delivery service (such as Federal Express Corporation or UPS), or sent by certified mail, postage prepaid, return receipt requested, addressed to Lessor as follows:

City of Pensacola
Attn: City Administrator
222 West Main Street, 7th Floor
Pensacola, Florida 32502
Email: kfiddler@cityofpensacola.com
Telephone: (850) 435-1631

With a copy to:
City of Pensacola
Attn: City Attorney
222 West Main Street, 7th Floor
Pensacola, Florida 32502
Email: legal@cityofpensacola.com
Telephone: (850) 435-1615

Any notices required or permitted by this Lease or by law to be sent to Lessee shall be deemed to have been delivered when personal delivered, sent prepaid for next day delivery via a nationally recognized overnight delivery service (such as Federal Express Corporation or UPS), or sent by certified mail, postage prepaid return receipt requested, addressed to Lessee as follows:

Inspired Communities of Florida, LLC
Attention: Harold Dawson
223 W. Gregory Street
Pensacola, Florida 32502
Email: had@thedawsoncompany.com
Telephone: (404) 406 9473

With copy to:
Greenberg Traurig, P.A.
Attn: Brian J. Sherr, Esq. and Steven E. Goldman, Esq.
401 East Las Olas Boulevard, Suite 2000
Fort Lauderdale, Florida 33301
Email: sherrb@gtlaw.com; goldmans@gtlaw.com
Telephone: (954) 768-8247

Either Party may change the above address by providing written notice to the other Party.

31. JURISDICTION AND VENUE. In the event of any claim, action, or proceeding arising out of or based upon this Lease, Lessee hereby irrevocably consents to the personal jurisdiction over Lessee of the state courts of the State of Florida and irrevocably waives the right to invoke the jurisdiction of any other court, state or federal, in or with respect to such claim, action, or proceeding. Venue for any claim, action or proceeding arising out of or based upon this Lease shall be Escambia County, Florida.

32. STATE LAW APPLICATION. The laws of the State of Florida shall be the law applied in resolution of any action, claim or other proceeding arising out of this Lease.

33. FURTHER ASSURANCE. Each of the parties hereto shall, from time to time, at the request and sole expense of the other party, without any additional consideration, furnish the other party such further information of assurances; execute and deliver such additional documents, instruments, and conveyances; and take such other actions and do such other things, as maybe reasonably necessary or appropriate in the opinion of counsel to the requesting party to carry out the provisions of this Lease and any agreements required by the Lease in order to give effect to the purposes and intent of the parties in entering into this Lease.

34. RECORDING OF LEASE. Either party, at such party's sole expense, may record this Lease in the Public Records of Escambia County, Florida. Lessee, at its sole expense, may record a Memorandum of Lease in the Public Records of Escambia County, Florida.

35. ESTOPPEL CERTIFICATES. Within ten (10) business days after a written request from Lessee, Lessor shall certify, by a duly executed and acknowledged written instrument, to any mortgagee of Lessee or proposed mortgagee or proposed sublessee of the Leased Premises or any other person, firm or corporation specified by Lessee, as to the validity and force and effect of this Lease, the existence of any default on the part of any Party hereunder, and the existence of any offset, counterclaim or defense thereto on the part of Lessor, as well as to any other matters as may be reasonably requested by Lessee. Lessee shall pay the reasonable costs and attorney's fees incurred by Lessor in connection with each such estoppel certificate.

36. NON-DISCRIMINATION. Lessee agrees that it will not discriminate upon the basis of race, creed, color, national origin, age, disability or sex in the construction, alteration or demolition of the Improvements on the Leased Premises or the use, occupancy, or operation of the Leased Premises or Improvements on the Leased Premises.

37. SIGNAGE. Lessee agrees that all exterior signage on the Leased Premises or Improvements on the Leased Premises shall comply with applicable codes, ordinances and regulations imposed by the City of Pensacola against similar properties.

38. LEASEHOLD MORTGAGES BY LESSEE.

(a) Leasehold Mortgage. Lessee shall have the unrestricted right, at any time and from time to time, to encumber, hypothecate or mortgage Lessee's leasehold estate hereunder (a "Leasehold Mortgage"), without the prior approval of Lessor. Lessee solely shall be entitled to receive all proceeds of all financing (interim, construction, permanent, capital improvement, and equity) for Lessee's leasehold estate arising under this Lease and for the Improvements on the Leased Premises, or any part thereof, and any refinancing of all or any part of such financing, including, without limitation, interim, permanent, capital improvement and equity financing. For purposes of this Lease, the term "Leasehold Mortgage" shall include without limitation a mortgage, deed of trust or any other security instrument by which Lessee may encumber, hypothecate, or mortgage all or part of Lessee's leasehold estate hereunder or any Improvements on the Leased Premises. Nothing contained in this Lease shall be deemed to grant, or to authorize Lessee to grant, any lien or other encumbrance encumbering Lessor's interest or estate in the Leased Premises.

(a) Should Lessee enter into a Leasehold Mortgage with any party (a "Leasehold Mortgagee"), and provided notice of such Leasehold Mortgage and the notice address of such Leasehold Mortgagee (which address is within the United States of America) has been provided to Lessor by Lessee or the Leasehold Mortgagee, it is agreed by and between Lessor and Lessee, and for the benefit of the Leasehold Mortgagee, as follows:

(i) Lessor will deliver to the Leasehold Mortgagee a copy of any notice or other communication from Lessor to Lessee under this Lease at the time of giving such notice or communication to Lessee, and no termination of this Lease, or of Lessee's right to possession of the Leased Premises or any re-letting of the Leased Premises by Lessor predicated on the giving of such notice, shall be effective unless Lessor gives to the Leasehold Mortgagee a concurrent written notice, or a concurrent copy of its notice to Lessee, of such default or termination at the most recent address provided to Lessor in writing for such Leasehold Mortgagee. So long as Lessor has been given notice respecting the identity and notice address of a Leasehold Mortgagee, no notice to Lessee shall be effective unless duplicate copies thereof are sent to the Leasehold Mortgagee at the most recent address provided to Lessor in writing for such Leasehold Mortgagee at the same time the notice is given or served upon Lessee.

(ii) In the event of any default by Lessee under any of the provisions of this Lease, the Leasehold Mortgagee will have the same notice and cure period as is given Lessee for remedying such default or causing it to be remedied, plus, in each case an additional period of time as specified in Section 28 (e) (the "Extended Mortgagee Cure Period").

(iii) In the event of any default by Lessee under any of the provisions of this Lease, the Leasehold Mortgagee, without prejudice to any of its rights against Lessee, shall have the right to cure such default hereunder within the applicable grace or cure

period provided for in the preceding subsection (ii), and Lessor shall accept such performance on the part of the Leasehold Mortgagee as though the same had been performed by Lessee; and for such purpose Lessor and Lessee each hereby authorize the Leasehold Mortgagee to enter upon the Leased Premises in order to exercise any of Lessee's rights and powers under this Lease. Without limitation to the foregoing, any such Leasehold Mortgagee, at its option, and at any time within the notice and cure period afforded to Lessee or during the Extended Mortgagee Cure Period, may pay any of the Rent due hereunder or may affect any insurance, or pay any taxes and assessments, or may make any repairs and Improvements, or may make any deposits, or may do any other act or thing to make any other payment required of Lessee by the terms of this Lease or may do any act or thing which may be necessary and proper to be done in the observance of the covenants and conditions of this Lease, or to prevent the forfeiture of this Lease, and all payments so made and all things so done and performed by any such Leasehold Mortgagee shall be effective to prevent a forfeiture of the rights of Lessee hereunder as the same would have been if timely done and performed by Lessee instead of by the Leasehold Mortgagee.

(iv) In the event of any default by Lessee under any of the provisions of this Lease, and if prior to the expiration of the applicable notice and cure period specified in subsection (ii) above, the Leasehold Mortgagee shall give Lessor written notice that it intends to undertake the curing of such default, or to cause the same to be cured, or to exercise its rights to acquire the interest of Lessee in this Lease and in the Improvements on the Leased Premises by foreclosure or otherwise, and shall promptly commence and then proceed with due diligence to do so, whether by performance on behalf of Lessee of its obligations under this Lease or by entry on the Leased Premises by foreclosure or otherwise, then Lessor agrees that it will not terminate or take any action to effect a termination of this Lease or reenter, take possession of or re-let the Leased Premises, or otherwise enforce performance of this Lease, so long as (A) the Leasehold Mortgagee is with due diligence and in good faith engaged in effecting such foreclosure or in the curing of such default, (B) all past due Rent and other charges payable to Lessor hereunder are paid currently; provided that the Leasehold Mortgagee shall have the right, but not the obligation, to continue such possession or continue such foreclosure proceedings after such default is cured. Nothing herein shall preclude Lessor from terminating this Lease with respect to any additional default which may occur during the aforesaid period of forbearance which is not remedied within the period of grace or cure, if any, applicable to any such additional default, except that the Leasehold Mortgagee shall have the same rights specified in this Section 38 with respect to any such additional default.

(v) If an event a default under the Leasehold Mortgage by Lessee shall have occurred, the Leasehold Mortgagee may exercise with respect to the Leased Premises any right, power or remedy under the Leasehold Mortgage which is not in conflict with any of the provisions of this Lease.

(vi) In the case of an Event of Default under this Lease which is not susceptible to being cured by the Leasehold Mortgagee, such as but not limited to the bankruptcy of Lessee, the Leasehold Mortgagee may have such time as is reasonably

required in order to obtain a stay lift and otherwise institute foreclosure proceedings in connection with its Leasehold Mortgage and in such event to diligently prosecute the same to completion. In any such case, the Leasehold Mortgagee shall provide Lessor with documentation evidencing that it is so diligently proceeding and shall pay all Rent due and owing under the Lease current, in which event upon the completion of such proceedings the Event of Default shall be deemed to have been cured.

(vii) There shall be no merger of Lessee's leasehold estate hereunder with the fee estate in the Leased Premises by reason of the fact that Lessee's leasehold estate may be held directly or indirectly by or for the account of any person who shall also hold directly or indirectly the fee estate, or any interest in such fee estate, nor shall there be any such merger by reason of the fact that all or any part of Lessee's leasehold estate may be conveyed or mortgaged to a Leasehold Mortgagee who shall also hold directly or indirectly the fee estate, or any part thereof, in the Leased Premises or any interest of Lessor under this Lease.

(viii) Except as otherwise provided in Section 28 above or in this Section 38, no liability for the payment of Rent or the performance of any of Lessee's covenants and agreements hereunder shall be imposed, or attempted to be imposed, upon any Leasehold Mortgagee by reason of its exercise, or attempt to exercise any of the rights provided for or reserved herein, unless such Leasehold Mortgagee becomes the owner of the leasehold estate in the Leased Premises by foreclosure, deed in lieu of foreclosure or otherwise, all such liability being hereby expressly waived by Lessor; provided, such waiver shall not be deemed a cure of any default for non-payment of Rent or of the performance of any of Lessee's covenants and agreements in this Lease; and provided further, however, any such Leasehold Mortgagee shall be liable to Lessor for the payment and performance of Lessee's obligations under this Lease during the period any such Leasehold Mortgagee holds title other than for security purposes to Lessee's interest under this Lease.

(ix) In the event this Lease is terminated by or against Lessee, prior to the end of the Term, Leasehold Mortgagee may within the Extended Mortgagee Cure Period, elect to and enter into a new lease of the Leased Premises with Lessor ("New Lease") in accordance with and subject to the terms and conditions set forth herein, provided that Leasehold Mortgagee or its designee or assignee pays (A) all sums due under this Lease at the time of such termination, and currently thereafter, (B) all costs incurred for the recovery of possession of the Leased Premises, and (C) all document preparation costs. The New Lease shall be for what would have been the remainder of the Term (if this Lease had not been terminated), effective as of the date of such termination, and at the rent and upon the terms, provisions, covenants and agreements as herein contained, including all rights and options herein contained. The lessee under the New Lease shall be the Leasehold Mortgagee or its designee.

(x) Lessor acknowledges that, if Leasehold Mortgagee or any other party succeeds to the interest of Lessee under the Lease as a result of foreclosure proceedings, the granting of a deed in lieu of foreclosure, or through any other means, Leasehold

Mortgagee or such other party and any transferee of Leasehold Mortgagee, shall become a substituted Lessee under the Lease (and shall cease to be a Leasehold Mortgagee, if applicable, under this Lease) without necessity of any consent of, approval of or notification of Lessor. Upon such acquisition, the Lease shall continue in full force and effect as if no default by Lessee under the Lease has occurred.

(xi) Lessor and Lessee shall not amend the provisions of this Lease without the prior written consent of any Leasehold Mortgagee, provided that notice of such Leasehold Mortgage and the notice address of such Leasehold Mortgagee (which address is within the United States of America) has been provided to Lessor by Lessee or the Leasehold Mortgagee. No cancellation, surrender, amendment, or modification of this Lease shall be effective as to, or binding upon, any such Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee, and in any case no cancellation, surrender, amendment, or modification shall be effected without the express written consent of the holder of any such Leasehold Mortgage. Lessor agrees to modify this Lease from time to time for the purpose of incorporating in this Lease such additional Leasehold Mortgagee protective provisions as may be reasonably required by any Leasehold Mortgagee so long as such modifications are commercially reasonable in light of commercial lending standards then in general effect, and such modification(s) (in Lessee's, Lessor's and any Fee Mortgagee's good faith judgment) do not in any material respect adversely affect any of Lessor's or its Fee Mortgagee's rights, benefits or protections under this Lease or increase in any material respect the obligations or liabilities of Lessor. Lessee shall pay the reasonable expense of Lessor's legal counsel incurred in connection with modifications of the Lease required by this Section. In addition, in the event that Lessee elects to make use of any so-called "mezzanine" financing secured by indirect interests in the Leased Premises, Lessor will, upon request, provide notices and cure rights to the holders of the security interests securing such mezzanine financings that are reasonably comparable or analogous to the rights afforded to Leasehold Mortgagees hereunder even though such financings do not formally constitute Leasehold Mortgages hereunder.

39. MORTGAGES OR BONDS BY LESSOR. This Lease shall be prior and superior to the lien of any mortgage, deed of trust or similar encumbrance which may hereafter affect Lessor's interest in the Leased Premises (a "Fee Mortgage"), and to all renewals, modifications, consolidations, participations, replacements and extensions thereof, without the necessity of any further documentation.

40. SUCCESSORS AND ASSIGNS. The terms and provisions of this Lease are binding upon and shall inure to the benefit of Lessor and Lessee, and their respective successors and assigns.

41. RECITALS; CONTRACT INTERPRETATION. The recitals set forth at the beginning of this Lease are true and correct and are hereby incorporated herein by reference. The rule of construction to the effect that an instrument shall be construed against its draftsman shall not apply to this Lease and shall not negate or invalidate any provision of this Lease.

42. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES.** Any other provision of this Lease to the contrary notwithstanding, in no event shall Lessor or Lessee be liable to the other for any special or consequential damages by reason of any breach or default by it under this Lease, including without limitation loss of income or profits, damage to reputation, or other loss or damages suffered by a Party arising from the interruption or cessation of the business conducted by such Party.

43. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding any contrary provision of this Lease, except to the extent of the contractual obligations of Lessor expressly set forth in this Lease, nothing in this Lease shall be construed as a waiver, in whole or in part, of Lessor's sovereign immunity under the Constitution, statutes and case law of the State of Florida, nor shall any provision of this Lease be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against Lessor.

44. **FLORIDA PUBLIC RECORDS LAW.** The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by Lessor will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Lessee shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Lessee.

45. **LESSOR/LESSEE RELATIONSHIP.** Nothing herein shall be construed to be the creation of a partnership, joint venture or other relationship between Lessor and Lessee and the relationship between Lessor and Lessee under this Lease shall be that of landlord and tenant.

46. **RADON.** In accordance with Florida law, the following disclosure is hereby made:

RADON GAS: Radon gas 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 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 your county public health unit.

47. **DEFAULT BY LESSOR.** Lessor shall not be in default under this Lease unless Lessor fails to perform obligations required of Lessor within thirty (30) days after written notice by Lessee to Lessor and to the holder of any Fee Mortgage or deed of trust encumbering the Project whose name and address shall have theretofore been furnished to Lessee in writing, specifying wherein Lessor has failed to perform such obligation; provided, however, that if the nature of Lessor 's obligation is such that more than thirty (30) days are required for its cure, then Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

48. **BROKERS.** Lessor and Lessee represent and warrant to each other that neither has had any dealings or negotiations with any broker or agent in connection with this transaction, other than Lessor's dealings with Andrew Rothfeder and Kuhn Realty (collectively, "Lessor's Broker"), and any fees due and payable to Lessor's Broker are responsibility of Lessor. The party against whom a claim is made hereby agrees to indemnify and hold harmless the other party of and from any claims whatsoever that may arise from the falsity of the forgoing sentence.

49. **WAIVER OF TRIAL BY JURY.** Neither Lessor nor Lessee shall seek a jury trial on any lawsuit, proceeding or counterclaim based upon or arising out of this Lease, or the relationship between the parties hereto as Lessor and Lessee. The provisions of this paragraph shall survive the termination or expiration of this Lease.

50. **WAIVER OF LESSOR'S LIEN.** Lessor hereby expressly acknowledges and agrees that Lessor waives any and all statutory and common law lien rights in and to any of Lessee's property located at the Leased Premises.

51. **LEASE MODIFICATION.** Lessor agrees to make any modifications to this lease reasonably requested by a Leasehold Mortgagee, provided that such modifications do not change any of the economic benefits of this lease to Lessor or impose any additional obligations, risks or liabilities upon Lessor, other than to a de minimus extent.

52. **BIFURCATION OF LEASE.** Lessee, at Lessee's option, may effectuate a transfer of a portion of its rights under this Lease through a partial assignment and bifurcation of this Lease from time to time to facilitate the development, operation or sale of the various components of the Project, (each, a "Phase"), subject to the terms and conditions hereof, provided that there shall not be more than three (3) Phases, each Phase must be a buildable site with adequate area for parking (whether within that Phase or by easement right to parking areas in another Phase under the Master Covenants (as hereinafter defined), and each Phase must be identified with reasonable specificity on the Conceptual Plan. In addition, if any Phase, in connection with its development, construction or operation, will need access to or use of facilities or common areas in another Phase, then access must be granted in connection with such bifurcation pursuant to the Master Covenants. Accordingly, if Lessee desires to partially assign and bifurcate this Lease in connection with a transfer of any Phase, the following provisions shall apply to such transfer:

(a) Lessee, Lessor and the transferee, shall promptly (and, in any event within thirty (30) days following Lessee's request) enter into, execute and deliver (i) a partial assignment, bifurcation and partial termination of this Lease, and (ii) a new lease with the Permitted Transferee with respect to the bifurcated Phase of the Project (each, a "Bifurcated Lease"), each in form and content reasonably acceptable to the parties thereto.

(b) Any transferee of Lessee's interest in this Lease shall be obligated to comply with the terms and provisions of the Bifurcated Lease and shall be subject to the remedies and rights available to the Lessor under the Bifurcated Lease in the event such transferee fails to perform its obligations thereunder.

(c) Each Bifurcated Lease shall specify the allocation of the Rent and any other payments under this Lease to be paid to Lessor thereunder, provided that the sum of the Rent allocated under the Bifurcated Leases and this Lease (in the event any portion of the Project is developed under this Lease without bifurcation) shall equal the total Rent required by this Lease. Except for the Rent specifically set forth in this Lease (adjusted as provided in this paragraph), Lessor shall not be entitled to (and shall not impose or attempt to impose) any other rent, consideration or payments from Lessee or any Permitted Transferee under or with respect to a Bifurcated Lease.

(d) The Rent due and payable by Lessee under this Lease shall be adjusted and reduced, on a dollar for dollar basis, by the aggregate amount of Rent due and payable under the Bifurcated Leases. The bifurcation documents executed by the Parties shall amend this Lease to confirm such adjustment and reduction in Rent.

(e) If this Lease is bifurcated so that portions of the Leased Premises are subject to separate leases, the limitation on assignment and subletting set forth in Section 10 shall be applied separately to each Bifurcated Lease (each Bifurcated Lease will only require Substantial Completion of the Initial Improvements to be constructed on the portion of the Leased Premises demised by such Bifurcated Lease).

(f) Notwithstanding anything contained in this Lease, upon the execution of a Bifurcated Lease:

(i) Lessee shall not be obligated to perform any obligation under this Lease to the extent such obligation pertains to, or is to be performed on, any the portion of the Leased Premises leased pursuant to such Bifurcated Lease, and shall be automatically released from any and all such obligations (including, without limitation, any obligation to (x) pay any rent allocated to such Bifurcated Lease, (y) develop the Phase of the Project governed by the Bifurcated Lease, and (z) maintain insurance for such Phase or portion of the Leased Premises);

No action or omission of, or default by, a tenant(or anyone acting by, through or under a tenant) under a Bifurcated Lease, including, without limitation, any failure to develop the applicable Phase of the Project, shall in any event constitute or give rise to a default, or any liability of Lessee under this Lease or deprive Lessee of any of its rights under this Lease, including without limitation the right to develop the remainder of the Project on the balance of the Leased Premises in accordance with this Lease; and

Neither Lessee nor any assignee or successor thereof shall in any event be prohibited from developing any portion of the Project (or be in default hereunder, or have any liability), as a result of any failure of any Lessee(or anyone acting by, through or under a tenant) under any Bifurcated Lease to develop the applicable Phase of the Project.

Each Bifurcated Lease shall include provisions similar to the above confirming that (1) the tenant under such Bifurcated Lease shall not be obligated to perform any obligation under this Lease or any other Bifurcated Lease, (2) no action or omission of, or default by, Lessee

under this Lease or any other tenant under any other Bifurcated Lease, shall constitute a default under such Bifurcated Lease, and (3) neither the tenant under such Bifurcated Lease nor any assignee nor successor thereof shall be prohibited from developing the Phase of the Project covered by the Bifurcated Lease as a result of any failure by Lessee under this Lease or any other tenant under any other Bifurcated Lease to develop the portion of the Project located on its portion of the Leased Premises; it being the intention of the parties that this Lease and each Bifurcated Lease shall not be cross-defaulted in any way.

(g) Each tenant under a Bifurcated Lease shall have the right to (i) further assign the Bifurcated Lease, and (ii) enter into subleases, licenses, concession agreements, management agreements, operating agreements and other arrangements for the purpose of implementing any use, operation or activity permitted under this Lease, in accordance with the terms thereof.

53. MASTER COVENANTS FOR INTEGRATED PROJECT. Although the Leased Premises may be leased pursuant to this Lease and/or one or more Bifurcated Leases, the Project will be an integrated mixed-use development, to be used for the purposes contemplated by this Lease and developed (or redeveloped) from time to time pursuant to the terms of this Lease and/or the Bifurcated Leases (as applicable). To promote the integrated and mixed-use nature of the Project, and to ensure that the common or shared components of the overall Project are maintained and benefit the Phases and other portions of the Project intended to be served thereby, each Phase of the Project may be subject to and benefited by the "Master Covenants" as follows:

(a) The Project may include certain common or shared components (such as, without limitation, walkways, promenades, driveways, parking facilities, park areas, project-wide lighting and signage, and other shared components, areas and facilities) located on more than one Phase of the Project. Pursuant to the Master Covenants, such common or shared components, areas and facilities will be (i) available for use by each Phase and other portions of the Leased Premises intended to be served thereby, and (ii) will be administered by a master association, property owner's association and/or other entity created for such purpose as more particularly provided in the Master Covenants.

(b) Lessor agrees to recognize and not disturb the rights of Lessee, any tenant under a Bifurcated Lease, any transferee (and its or their respective sublessees and other subtenants (including residential and retail sublessees), licensees, employees, customers, guests, invitees and/or other permitted users) to the common or shared components, areas or facilities under the Master Covenants irrespective of whether this Lease or any Bifurcated Lease controlling such components, areas or facilities may have terminated or expired. Lessor agrees from time to time, promptly upon request of Lessee, any tenant under a Bifurcated Lease and/or any such transferee, to enter into an agreement in recordable form confirming such recognition and non-disturbance agreement, which agreement shall be on such other customary and reasonable terms as may be mutually acceptable to the parties. In addition, in the event this Lease or any Bifurcated Lease is terminated with respect to any Phase of the Project that is encumbered by the Master Covenants, Lessor shall have the right, at its option (and for the benefit of

itself and its tenants, subtenants, licensees, employees, customers, guests, invitees and/or other permitted users), to ratify and confirm that the Master Covenants encumber and apply to such Phase notwithstanding the termination of this Lease or such Bifurcated Lease, whereupon such Phase shall continue to be burdened by and enjoy the benefits of the common or shared components, areas or facilities under the Master Covenants, subject to the terms and conditions thereof (including without limitation the continuing obligation to pay assessments for the privilege of using such facilities). Any subsequent lease(s) or other agreements of any kind or nature whatsoever affecting the common or shared components, areas and facilities encumbered by the Master Covenants shall be subject to the terms, conditions and provisions of the Master Covenants.

(c) The Master Covenants may be recorded against and encumber any Phase of the Project at any time following commencement of construction of such Phase, but shall not be recorded against any Phase where construction has not yet commenced without the prior approval of Lessor.

(d) The form and substance of the Master Covenants shall be subject to the prior approval of Lessor, which shall not be unreasonably withheld, conditioned or delayed, provided that Lessor's comments or objections to the terms and conditions of the Master Covenants shall be limited to the provisions thereof that impact the Project or will remain binding on Lessor notwithstanding the termination of this Lease or any Bifurcated Lease. Lessor shall provide specific reasons in writing to Lessee for any disapproval of the Master Covenants simultaneously with any written notice of disapproval given by Lessor hereunder. Amendments to the Master Covenants which are material and which, if same were in the original Master Covenants, would have required Lessor approval, shall be subject to the same approval process as the original Master Covenants. The parties shall use commercially reasonable efforts to finalize the form of the Master Covenants within a period of sixty (60) days following the initial draft.

Section 54. LEASEHOLD CONDOMINIUM.

(a) As used in this Section 54, the following capitalized terms shall have the indicated meanings:

(i) "Condominium Act" shall mean the Florida Condominium Act, Chapter 718, Florida Statutes, and all amendments, modifications, supplements and replacements thereof and all regulations with respect thereto, now or hereafter enacted or promulgated.

(ii) "Condominium Association" means the condominium association referenced by the Condominium Declaration as the entity responsible for the operation of the Leasehold Condominium.

(b) During the Term of this Lease, Lessee may be permitted from time to time, to create one or more leasehold condominium regimes (a "Leasehold Condominium") pursuant to the Condominium Act, on all or a portion of the Leased Premises, in the event it obtains the prior written consent of Lessor, not to be unreasonably withheld, conditioned

or delayed. In the event such consent is given, Lessor shall reasonably cooperate with Lessee and execute any documents reasonably required by Lessee for the creation, maintenance or operation of such Leasehold Condominium, which documents shall be in form and substance reasonably acceptable to Lessor and Lessee. Notwithstanding the forgoing, in no event shall Lessor be required to encumber its fee interest in the Leased Premises or incur any cost or expense other than those associated with its negotiation and review of the forgoing requested documents.

[Separate signature pages follow.]

IN WITNESS WHEREOF, the Parties have set their respective hands and seals hereto as of the date first written above.

INSPIRED COMMUNITIES OF FLORIDA, LLC,
a Florida limited liability corporation

Sign: _____
Print: _____
Title: _____

Witness:

Sign: _____
Print: _____
Address: _____

Witness:

Sign: _____
Print: _____
Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2024, by _____, the _____ of INSPIRED COMMUNITIES OF FLORIDA, LLC., a Florida limited liability company, on behalf of said limited liability company, who () is personally known to me or () has produced a driver's license as identification.

NOTARY PUBLIC
[SEAL]

Witness:

Sign: _____
Print: _____
Address: _____

Witness:

Sign: _____
Print: _____
Address: _____

Attest:

Ericka L. Burnett, City Clerk

Approved as to form:

By: _____
Adam C. Cobb, City Attorney

CITY OF PENSACOLA, a Florida
municipal corporation

By: _____
D.C. Reeves, Mayor

(AFFIX CITY SEAL)

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2024, by D.C. Reeves, the Mayor of the City of Pensacola, a Florida municipal corporation, on behalf of said City, who () is personally known to me or () has produced a driver's license as identification.

NOTARY PUBLIC
[SEAL]

EXHIBIT A”

Title Exceptions

1. Master Lease by and between the City of Pensacola, Florida, Lessor, and Community Maritime Park Associates, Inc., Lessee, recorded in Official Records Book 5886, Page 1303; as affected by Assignment of Master Lease by and between Community Maritime Park Associates, Inc., as Assignor, and the City of Pensacola, as Assignee, recorded in Official Records Book 7722, Page 866, of the Public Records of Escambia County, Florida.
2. Option Agreement by and between City of Pensacola, a Florida municipal corporation, and Studer Properties, LLP, a Florida limited liability partnership, dated October 1, 2018, as evidenced by that certain Memorandum of Option Agreement recorded in Official Records Book 7977, Page 1225; as affected by Partial Assignment to Silver Hills Development, Inc. of the Option Agreement between the City of Pensacola and Studer Properties, LLP recorded in Official Records Book 8428, Page 1312, and Official Records Book 8517, Page 267, all of the Public Records of Escambia County, Florida.
3. Any rights, interests, or claims of parties in possession of the Leased Premises not shown by the Public Records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Leased Premises, and any adverse claim to all or part of the Leased Premises that is or was previously under water.
5. Any minerals or mineral rights leased, granted or retained by current or prior owners.
6. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
7. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of VINCE WHIBBS SR. COMMUNITY MARITIME PARK, as recorded in Plat Book 19, Page(s) 23, of the Public Records of Escambia County, Florida.
8. Underground Distribution Easement granted to Gulf Power Company by instrument recorded in Official Records Book 5011, Page 769, of the Public Records of Escambia County, Florida.
9. Interlocal Agreement (Community Maritime Park) between the Community Redevelopment Agency of the City of Pensacola, Florida and the City of Pensacola, Florida recorded in Official Records Book 5885, Page 1212; as affected by Supplement to Interlocal Agreement recorded in Official Records Book 6623, Page 1378; as affected by Amended and Restated Interlocal Agreement recorded in Official Records Book 6623, Page 1381; as affected by Agreement Ratifying and Confirming Supplement to Interlocal Agreement recorded in Official Records Book 7722, Page 852, of the Public Records of Escambia County, Florida.
10. Master Development Agreement (Community Maritime Park Project) between the City of Pensacola, Florida and Community Maritime Park Associates, Inc. recorded in Official Records Book 5886, Page 1198, of the Public Records of Escambia County, Florida.
11. Easement for Electric Services granted to Gulf Power Company by instrument recorded in Official Records Book 6780, Page 1130, of the Public Records of Escambia County, Florida.
12. Rights of others to use dirt roads that lie within the Leased Premises.

13. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

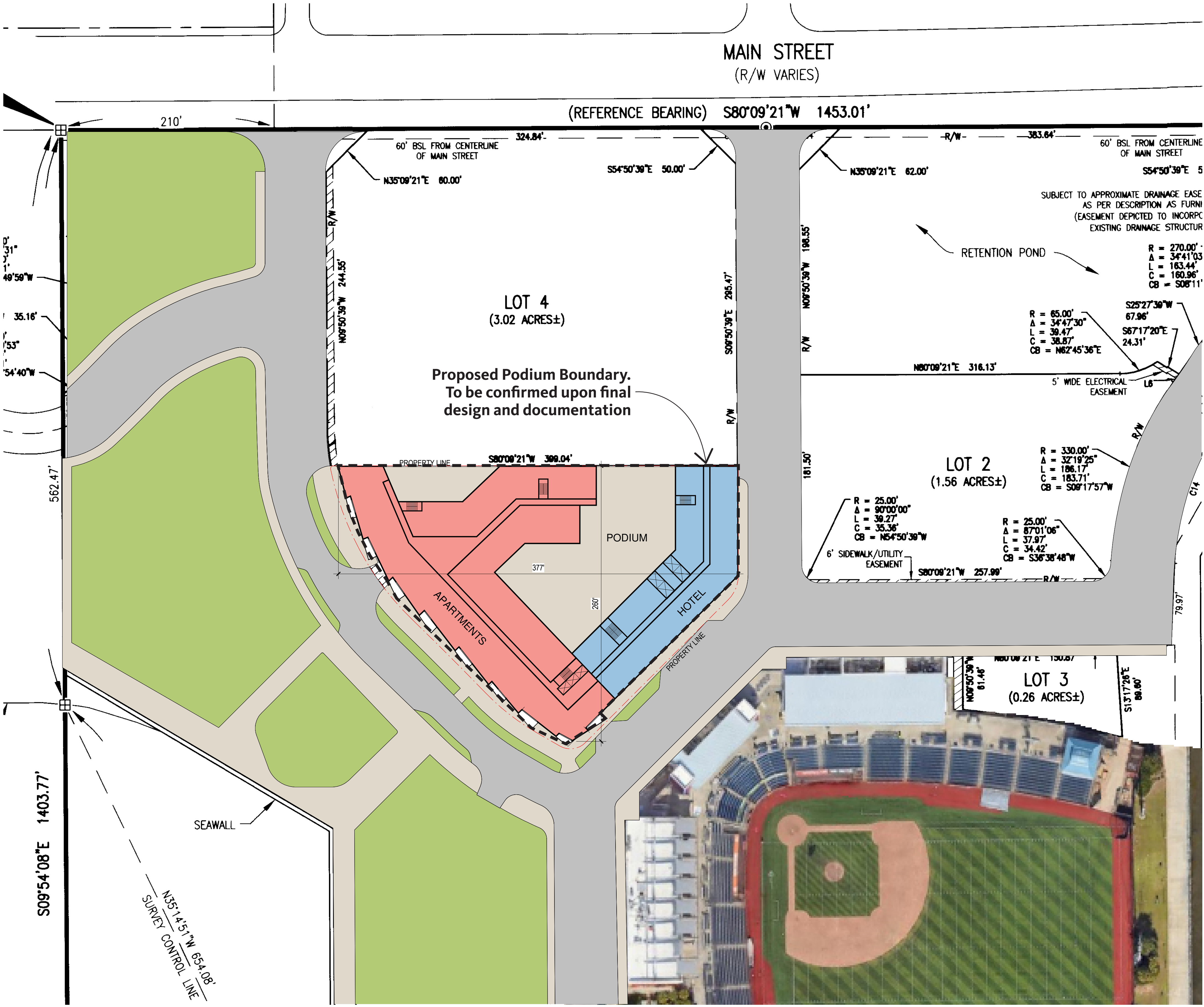
14. Ground Sub-Lease Agreement by and between Community Maritime Park Associates, Inc., Sub-Lessor, and the City of Pensacola, as City, and Maritime Place, LLC, Sub-Lessee, recorded in Official Records Book 6902, Page 96 and rerecorded in Official Records Book 7065, Page 630; as affected by Exhibit "A" to Ground Sub-Lease Agreement recorded in Official Records Book 7025, Page 1496; as affected by Assignment of Ground Sub-Lease Agreement (Maritime Place, LLC) by and between Community Maritime Park Associates, Inc., as Assignor, and the City of Pensacola, as Assignee, recorded in Official Records Book 7722, Page 871, of the Public Records of Escambia County, Florida.

EXHIBIT “B”

Conceptual Plan

(to be attached)

Site Plan - Typical Level



Apartments
26,225 SF Per Level, Approximate
309,000 Gross SF, Approximate
200 Apartment Units, Minimum
Amenities to include Clubroom, Fitness,
Pool, Coworking

Hotel
13,000 SF Per Level, Approximate
83,000 Gross SF, Approximate
125 Hotel Rooms, Minimum
Amenities to include Lobby Lounge,
Rooftop Bar, Pool, Fitness Center

Podium
189,450 Gross SF, Approximate
Accommodates Apartment and Hotel
Parking & Building Access.

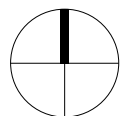


EXHIBIT “C”

Mayoral Policy 20-01 “Covenant for the Community for the city of Pensacola”

(to be attached)

MAYORAL POLICY 20-01

COVENANT FOR THE COMMUNITY FOR THE CITY OF PENSACOLA

- 1) Unless otherwise prohibited by Federal or State Law, this Covenant for the Community (the "Covenant") establishes the following local business and local resident aspirational participation goals for City procurements relating to construction projects and capital improvements in excess of \$100,000.00:
 - Local business participation of 70%;
 - 70% of all existing employees are local residents; and
 - 70% of newly hired employees are local residents.
- 2) The purpose of the Covenant is to collect data for analyzing the skillsets of the local workforce and determine whether there are skillsets that are needed in the local workforce.
- 3) The terms used in this Covenant shall have the following meanings:
 - "Contractor" shall mean a person or company awarded a Covenant Project.
 - "Covenant Project" shall mean a contract for a construction project or capital improvement in excess of \$100,000.00 to which the terms of this Covenant are applied. This will not include any architectural, engineering, or inspections performed in relation to a construction or capital improvement project. The terms of the Covenant shall apply only to those projects affirmatively designated as a Covenant Project by the City.
 - "Local" and "Local area" shall be defined as the geographical area within the boundaries of Escambia and Santa Rosa Counties.
 - "Local business" shall mean a business located in the local area with a physical address in either Escambia County or Santa Rosa County.
 - "Local resident" shall mean an employee residing in the local area.
- 4) If the Contractor fails to meet the aspirational participation goals specified for the Covenant Project, the Contractor shall submit a statement describing its efforts to meet the goals.
- 5) Upon completion of the Covenant Project, each Contractor awarded a Covenant Project is required to submit with its final request for payment the following reports:

- Local business participation report - detailing amounts billed by all subcontractors and vendors and whether the subcontractor or vendor is a local business.
- Workforce report – detailing each employee’s residential zip code and skillset or trade, and whether the employee was hired since the date the Contractor was awarded the Covenant Project.

The reports shall be on the City’s forms and affirm the accuracy and truthfulness of the reports.

- 6) All statements and reports described herein are to be submitted to:

Purchasing Manager
City Hall
222 W. Main Street
Pensacola, Florida 32502
purchasing@cityofpensacola.com

- 7) This policy shall take effect on January 1, 2021.

Signed this 5th day of November, 2020.

CITY OF PENSACOLA



GROVER C. ROBINSON, IV
Mayor

Attest:



ERICKA L. BURNETT, City Clerk

EXHIBIT “D”

Schedule of Rent

(to be attached)

Maritime Park - Lot 5 Lease Payment Schedule

Commencing on the Lease Effective Date, monthly Base Rent shall be paid in the amount of seven thousand five hundred sixty-two and 50/100 dollars (\$7,562.50).

Commencing on January 1, 2025, annual Base Rent in the amount of one hundred eighty-four thousand two hundred fifty and 00/100 dollars (\$184,250.00), shall be paid in twelve (12) equal monthly installments of fifteen thousand three hundred fifty-four and 17/100 dollars (\$15,354.17) each.

Commencing on January 1, 2026, annual Base Rent in the amount of two hundred seventy-five thousand and 00/100 dollars (\$275,000.00), shall be paid in twelve (12) equal monthly installments of twenty-two thousand nine hundred sixteen and 67/100 dollars (\$22,916.67) each.

The annual Base Rent shall be increased every five (5) years beginning June 30, 2031, and continuing on June 30th of every fifth year thereafter (e.g., 2036, 2041, 2046, etc.) to equal 105% of the annual Base Rent that was due in the immediately preceding year.

Growth rate 5.0%

Monthly Payment Schedule for Initial Period

<u>Sep-24</u>	7,562.50	<u>Jan-27</u>	22,916.67	<u>Jul-29</u>	22,916.67
<u>Oct-24</u>	7,562.50	<u>Feb-27</u>	22,916.67	<u>Aug-29</u>	22,916.67
<u>Nov-24</u>	7,562.50	<u>Mar-27</u>	22,916.67	<u>Sep-29</u>	22,916.67
<u>Dec-24</u>	7,562.50	<u>Apr-27</u>	22,916.67	<u>Oct-29</u>	22,916.67
<u>Jan-25</u>	15,354.17	<u>May-27</u>	22,916.67	<u>Nov-29</u>	22,916.67
<u>Feb-25</u>	15,354.17	<u>Jun-27</u>	22,916.67	<u>Dec-29</u>	22,916.67
<u>Mar-25</u>	15,354.17	<u>Jul-27</u>	22,916.67	<u>Jan-30</u>	22,916.67
<u>Apr-25</u>	15,354.17	<u>Aug-27</u>	22,916.67	<u>Feb-30</u>	22,916.67
<u>May-25</u>	15,354.17	<u>Sep-27</u>	22,916.67	<u>Mar-30</u>	22,916.67
<u>Jun-25</u>	15,354.17	<u>Oct-27</u>	22,916.67	<u>Apr-30</u>	22,916.67
<u>Jul-25</u>	15,354.17	<u>Nov-27</u>	22,916.67	<u>May-30</u>	22,916.67
<u>Aug-25</u>	15,354.17	<u>Dec-27</u>	22,916.67	<u>Jun-30</u>	22,916.67
<u>Sep-25</u>	15,354.17	<u>Jan-28</u>	22,916.67	<u>Jul-30</u>	22,916.67
<u>Oct-25</u>	15,354.17	<u>Feb-28</u>	22,916.67	<u>Aug-30</u>	22,916.67
<u>Nov-25</u>	15,354.17	<u>Mar-28</u>	22,916.67	<u>Sep-30</u>	22,916.67
<u>Dec-25</u>	15,354.17	<u>Apr-28</u>	22,916.67	<u>Oct-30</u>	22,916.67
<u>Jan-26</u>	22,916.67	<u>May-28</u>	22,916.67	<u>Nov-30</u>	22,916.67
<u>Feb-26</u>	22,916.67	<u>Jun-28</u>	22,916.67	<u>Dec-30</u>	22,916.67
<u>Mar-26</u>	22,916.67	<u>Jul-28</u>	22,916.67	<u>Jan-31</u>	22,916.67
<u>Apr-26</u>	22,916.67	<u>Aug-28</u>	22,916.67	<u>Feb-31</u>	22,916.67
<u>May-26</u>	22,916.67	<u>Sep-28</u>	22,916.67	<u>Mar-31</u>	22,916.67
<u>Jun-26</u>	22,916.67	<u>Oct-28</u>	22,916.67	<u>Apr-31</u>	22,916.67
<u>Jul-26</u>	22,916.67	<u>Nov-28</u>	22,916.67	<u>May-31</u>	22,916.67
<u>Aug-26</u>	22,916.67	<u>Dec-28</u>	22,916.67	<u>Jun-31</u>	22,916.67
<u>Sep-26</u>	22,916.67	<u>Jan-29</u>	22,916.67		
<u>Oct-26</u>	22,916.67	<u>Feb-29</u>	22,916.67		
<u>Nov-26</u>	22,916.67	<u>Mar-29</u>	22,916.67		
<u>Dec-26</u>	22,916.67	<u>Apr-29</u>	22,916.67		
		<u>May-29</u>	22,916.67		
		<u>Jun-29</u>	22,916.67		

Annual Payment Schedule

<u>Sep-24</u>	\$	122,375	<u>Jul-44</u>	\$	318,347	<u>Jul-64</u>	\$	386,953	<u>Jul-84</u>	\$	470,343	<u>Jul-04</u>	\$	571,705
<u>Jul-25</u>	\$	229,625	<u>Jul-45</u>	\$	318,347	<u>Jul-65</u>	\$	386,953	<u>Jul-85</u>	\$	470,343	<u>Jul-05</u>	\$	571,705
<u>Jul-26</u>	\$	275,000	<u>Jul-46</u>	\$	334,264	<u>Jul-66</u>	\$	406,300	<u>Jul-86</u>	\$	493,861	<u>Jul-06</u>	\$	600,291
<u>Jul-27</u>	\$	275,000	<u>Jul-47</u>	\$	334,264	<u>Jul-67</u>	\$	406,300	<u>Jul-87</u>	\$	493,861	<u>Jul-07</u>	\$	600,291
<u>Jul-28</u>	\$	275,000	<u>Jul-48</u>	\$	334,264	<u>Jul-68</u>	\$	406,300	<u>Jul-88</u>	\$	493,861	<u>Jul-08</u>	\$	600,291
<u>Jul-29</u>	\$	275,000	<u>Jul-49</u>	\$	334,264	<u>Jul-69</u>	\$	406,300	<u>Jul-89</u>	\$	493,861	<u>Jul-09</u>	\$	600,291
<u>Jul-30</u>	\$	275,000	<u>Jul-50</u>	\$	334,264	<u>Jul-70</u>	\$	406,300	<u>Jul-90</u>	\$	493,861	<u>Jul-10</u>	\$	600,291
<u>Jul-31</u>	\$	288,750	<u>Jul-51</u>	\$	350,977	<u>Jul-71</u>	\$	426,615	<u>Jul-91</u>	\$	518,554	<u>Jul-11</u>	\$	630,305
<u>Jul-32</u>	\$	288,750	<u>Jul-52</u>	\$	350,977	<u>Jul-72</u>	\$	426,615	<u>Jul-92</u>	\$	518,554	<u>Jul-12</u>	\$	630,305
<u>Jul-33</u>	\$	288,750	<u>Jul-53</u>	\$	350,977	<u>Jul-73</u>	\$	426,615	<u>Jul-93</u>	\$	518,554	<u>Jul-13</u>	\$	630,305
<u>Jul-34</u>	\$	288,750	<u>Jul-54</u>	\$	350,977	<u>Jul-74</u>	\$	426,615	<u>Jul-94</u>	\$	518,554	<u>Jul-14</u>	\$	630,305
<u>Jul-35</u>	\$	288,750	<u>Jul-55</u>	\$	350,977	<u>Jul-75</u>	\$	426,615	<u>Jul-95</u>	\$	518,554	<u>Jul-15</u>	\$	630,305
<u>Jul-36</u>	\$	303,188	<u>Jul-56</u>	\$	368,526	<u>Jul-76</u>	\$	447,946	<u>Jul-96</u>	\$	544,481	<u>Jul-16</u>	\$	661,820
<u>Jul-37</u>	\$	303,188	<u>Jul-57</u>	\$	368,526	<u>Jul-77</u>	\$	447,946	<u>Jul-97</u>	\$	544,481	<u>Jul-17</u>	\$	661,820
<u>Jul-38</u>	\$	303,188	<u>Jul-58</u>	\$	368,526	<u>Jul-78</u>	\$	447,946	<u>Jul-98</u>	\$	544,481	<u>Jul-18</u>	\$	661,820
<u>Jul-39</u>	\$	303,188	<u>Jul-59</u>	\$	368,526	<u>Jul-79</u>	\$	447,946	<u>Jul-99</u>	\$	544,481	<u>Jul-19</u>	\$	661,820
<u>Jul-40</u>	\$	303,188	<u>Jul-60</u>	\$	368,526	<u>Jul-80</u>	\$	447,946	<u>Jul-00</u>	\$	544,481	<u>Jul-20</u>	\$	661,820
<u>Jul-41</u>	\$	318,347	<u>Jul-61</u>	\$	386,953	<u>Jul-81</u>	\$	470,343	<u>Jul-01</u>	\$	571,705	<u>Jul-21</u>	\$	694,911
<u>Jul-42</u>	\$	318,347	<u>Jul-62</u>	\$	386,953	<u>Jul-82</u>	\$	470,343	<u>Jul-02</u>	\$	571,705	<u>Jul-22</u>	\$	694,911
<u>Jul-43</u>	\$	318,347	<u>Jul-63</u>	\$	386,953	<u>Jul-83</u>	\$	470,343	<u>Jul-03</u>	\$	571,705	<u>Jul-23</u>	\$	694,911

Sum of Payments \$ 44,427,871