

LONG-TERM LEASE
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THIS LEASE, made and entered into at Broward County, Florida, on the date last appearing in the body of this instrument, by and between CENTURY VILLAGE EAST, INC., a Florida corporation, hereinafter called the "LESSOR", and the certain CONDOMINIUM ASSOCIATION, whose name appears at the end of this instrument as LESSEE ASSOCIATION, a non-profit Florida corporation, hereinafter called the "LESSEE ASSOCIATION", joined by that person or persons whose names appear at the end of this instrument, or at the end of a duplicate of this instrument and memorandum thereof, as INDIVIDUAL LESSEE(S), hereinafter called "INDIVIDUAL LESSEE" or "UNIT OWNER".

WITNESSETH:

That the LESSOR, LESSEE ASSOCIATION, and INDIVIDUAL LESSEE, for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, and ONE DOLLAR (\$1.00) and other good and valuable consideration by each of the parties unto the other in hand paid simultaneously with the execution and delivery of these presents, the receipt whereof is hereby acknowledged, have covenanted and agreed as follows:

1. DEFINITIONS. Unless the context otherwise requires the following definitions shall be applicable herein:

1.1 "THE DECLARATION" means the DECLARATION OF CONDOMINIUM to which the LEASE is attached as EXHIBIT 2. All definitions contained in THE DECLARATION are adopted by reference as though set forth herein verbatim.

1.2 "LESSOR" means the LESSOR herein, its successors and assigns.

1.3 "INITIAL LESSEE", or "INITIAL PURCHASER" means the first purchaser of each CONDOMINIUM PARCEL from the SPONSOR.

1.4 "PARTIES HERETO" means the LESSOR, the LESSEE ASSOCIATION, and all INDIVIDUAL LESSEES, their heirs, successors and assigns, who shall or should have become parties hereto and who will be, or are intended to be, bound by the provisions hereof.

1.5 "LESSEE" means the LESSEE ASSOCIATION and all INDIVIDUAL LESSEES, their heirs, successors and assigns, who are members of said LESSEE ASSOCIATION collectively, who shall or should become parties hereto and who will or are intended to be bound by the provisions hereof.

1.6 "DEMISED PREMISES" The lands, improvements, furnishings, fixtures, machinery, equipment, goods and personal property, etc. referred to in Paragraphs 2 and 3 hereof.

1.7 "INDIVIDUAL LESSEE" means each person or corporation and their heirs, successors and assigns thereof who execute or who should have executed this instrument and a memorandum thereof as a lessee other than a LESSEE ASSOCIATION.

1.8 "MEMBERS OF THE ASSOCIATION" or "MEMBERS" shall mean all of the membership of the LESSEE ASSOCIATION who will be the owners of the CONDOMINIUM PARCELS in the CONDOMINIUM.

1.9 "ALL CONDOMINIUM PROPERTIES". The land and improvements encompassed by all DECLARATIONS OF CONDOMINIUM filed by the SPONSOR, its successors and assigns embracing lands in Broward County, Florida, known as CENTURY VILLAGE, DEERFIELD BEACH FLORIDA, less the premises demised herein.

1.10 "CONDOMINIUM PROPERTY". The land and improvements encompassed by THE DECLARATION.

1.11 "LESSEE" means all lessees who, regardless of membership in a particular CONDOMINIUM ASSOCIATION have or should have acquired a leasehold interest in the DEMISED PREMISES.

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1.12 "LIVING UNIT" means all residential dwellings in which INDIVIDUAL LESSEES of the DEMISED PREMISES reside, including, but not limited to, single family dwellings, CONDOMINIUM UNITS, apartments in an apartment building or apartments in a cooperative apartment building leased by a member or shareholder, if applicable.

2. DEMISE.

2.1 Upon the terms and conditions hereinafter set forth and in consideration of the payment, from time to time, by the LESSEE of the rents hereinafter set forth and the prompt continuous performance by the LESSEE of each and every of the covenants and agreements hereinafter contained by the LESSEE to be kept and performed, each being material, the LESSOR does hereby lease of and from the LESSOR, but not exclusively as certain real property situate, lying and being in Broward County, Florida, more particularly described on EXHIBIT A attached hereto and made a part hereof, subject to the LESSOR's paramount right to unilaterally, and without the joinder of any party whatsoever, add to, alter, modify and amend said DEMISED PREMISES at any time together with all improvements, machinery, equipment, goods and personal property of every type and nature now or hereafter brought, placed, or intended for use thereon and all additions and accessions thereto and any replacements thereof.

2.2 The DEMISED PREMISES is subject to easements, restrictions, reservations, rights of way, conditions, limitations, now or hereafter of record; taxes; zoning ordinances now or hereafter existing; this lease and other leases and instruments creating rights in and to the DEMISED PREMISES for such persons or parties as the LESSOR determines; and mortgages, all as now exist or may hereafter exist during the term of this LEASE. The LESSOR, at all times reserves unto itself the exclusive right to grant to others or to create upon, over, and under the DEMISED PREMISES, easements or licenses for ingress, egress, public utilities or for any purpose, from time to time, as the LESSOR shall deem appropriate, free and clear of the provisions of this LEASE. The LESSOR shall have the right, during the term of this LEASE, to relocate and change the size and dimensions of any easements or licenses for such purposes as LESSOR, in its discretion, deems advisable. The dedication and creation of such easements and licenses by LESSOR shall not require the consent and approval of any LESSEE.

3. CONSTRUCTION OF IMPROVEMENTS BY LESSOR.

3.1 The LESSOR has or will construct, at LESSOR's sole cost and expense, upon the DEMISED PREMISES certain recreation facilities which shall consist initially of swimming pools and sun-deck areas, shuffleboard court, community recreation building which includes and provides for a cardroom, space for arts and crafts, sewing and billiards, together with equipment and presently contained therein, and such other improvements and personalty as LESSOR, in its sole discretion, determines. The aforesaid may also contain offices for the exclusive use of the LESSOR and such persons or firms as the LESSOR may designate. The LESSOR shall be the sole judge of the size, contents, design, style, plan and specifications of all improvements, including equipment, on the DEMISED PREMISES. The LESSOR reserves the absolute right to, from time to time in its sole discretion, construct, at its own expense, additional improvements upon any lands owned by LESSOR and to modify and change the facilities and improvements now or then constituting the DEMISED PREMISES. IT IS UNDERSTOOD AND AGREED between the PARTIES HERETO that by this provision the LESSOR is not obligated to nor has LESSOR represented that it would modify or add to the DEMISED PREMISES as they are constituted as of the date hereof.

3.2 The LESSOR shall have the unequivocal right, at any time, to change and add to the facilities which are a part of the DEMISED PREMISES and this right shall include the right to add additional areas and facilities as a part of the DEMISED PREMISES. The LESSOR shall be the sole judge of the foregoing, including the plans, design, size and contents of any areas and facilities or changes.

The provisions of this Paragraph do not require LESSOR to construct improvements to be added to, or add to, the DEMISED PREMISES. The right of LESSOR to add to the DEMISED PREMISES is conditioned upon no increase in base rent monthly hereunder, because of said improvements, except each increase which shall be hereinafter specifically provided. Notwithstanding the foregoing, the LESSOR shall have the right to specify that certain Lessees shall not have the right to use said additional area and, in such event, said Lessees entitled to the use of the same shall bear the increased rent attributable thereto, if any. In the

absence of specific designation, all Lessees shall have the right to use the additional facilities. Notwithstanding anything in the DECLARATION or this lease to the contrary, an amendment to the LONG-TERM LEASE in accordance with this Paragraph shall only require the signature of the LESSOR and need not be approved by the ASSOCIATION, UNIT OWNERS, LESSEES, LIENORS, MORTGAGEES or any other persons whomsoever, except those Lessees who are designated to use said additional facilities and pay the increased rent attributable thereto, if any. Said amendment shall, upon recording in the Public Records, be deemed to relate back as though said this LEASE had initially reflected the inclusion of the additional area.

4. TERM. The term and duration of this LEASE shall be for a period commencing as of the date hereof and continuing up to and including the 31st day of December, 2072, unless sooner terminated in accordance with the terms hereof.

5. RENT.

5.1 Reference is hereby made to EXHIBIT 1 of THE DECLARATION wherein the type of each CONDOMINIUM UNIT in this CONDOMINIUM is designated as being any one of 4 types, to wit: 1 Bedroom 1 Bath; 1 Bedroom 1½ Bath; 2 Bedroom 1½ Bath; and 2 Bedroom 2 Bath. The monthly rent shall be determined by multiplying the number of 1 Bedroom 1 Bath UNITS set forth therein by \$29.50 and by multiplying the number of 1 Bedroom 1½ Bath UNITS set forth therein by \$33.50 and by multiplying the number of 2 Bedroom 1½ Bath UNITS set forth therein by \$36.50 and by multiplying the number of 2 Bedroom 2 Bath UNITS set forth therein by \$38.00. The sums shall then be totalled and each total sum shall be and shall constitute the BASIC MONTHLY RENT due and payable in advance by the LESSEE to the LESSOR during each and every month of the term of this LEASE.

5.2 LESSEE shall, in addition to the sums called for above, pay all Florida Sales and like taxes, whether by law payable by a landlord or tenant, if applicable, to the LESSOR, who shall remit the same to the appropriate State Agency.

5.3 BASIC MONTHLY RENTAL due shall be adjusted based upon the cost of living for the month of December 1972 as reflected in the "Consumer Price Index", United States average—all items and food, published in the monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor. The adjustments shall be at one (1) year intervals, the first of which shall be five (5) years from the date of the recording of the DECLARATION OF CONDOMINIUM to which this LEASE is attached as an EXHIBIT, plus whatever period of time to the next ensuing January 1st or July 1st, whichever is earlier, and continuing yearly on January 1st or July 1st, whichever is applicable, thereafter for the term of this LEASE.

Subject to the foregoing, the BASIC MONTHLY RENT shall be adjusted in the following manner to reflect increases and decreases in the cost of living as set forth in said Index, or if there be no such Index, then by the most nearly comparable successor to the Index, adjusted to the December 1972 base: The amount of the increased or decreased rental shall be determined by multiplying the BASIC MONTHLY RENT provided for in Paragraph 5.1 by a fraction of which the numerator shall be the Index number for the October preceding each January 1st, or the May preceding each July 1st, whichever is applicable, and the denominator shall be the Index figure for December, 1972.

The product of such multiplication shall be the amount of the monthly sums to be paid hereunder for the succeeding year until the next computation provided for hereunder shall be made. Any increase in the BASIC MONTHLY RENTAL so obtained shall be payable in addition to and with the BASIC MONTHLY RENTAL. Nothing in this paragraph shall, however, require or allow the rent to ever be reduced below the BASIC MONTHLY RENTAL as initially provided for in Paragraph 5.1 above, but that said BASIC MONTHLY RENTAL is, and shall be, for the term of this LEASE the minimum rental due monthly from LESSEE to LESSOR.

If there is no Consumers Index or comparable successor thereto and the parties are unable to agree upon the use of a new Index, then the parties agree to submit the question of the proper increased or decreased contemplated herein to arbitrators selected in accordance with the arbitration laws of the State of Florida. The determination made by such arbitrators shall be binding upon the PARTIES HERETO.

In the event of any controversy arising as to the proper adjustment for the monthly sum due as herein provided, the LESSEE shall continue to pay the money sum to the LESSOR as determined under the last preceding adjustment until such time as the controversy has been concluded. At the conclusion of the controversy, the adjustment will be retroactive to the beginning of the adjustment period and the increased rental, if any, shall be forthwith due and payable. The failure of LESSOR to make the rent adjustment in any one

or more years shall not be deemed a waiver of LESSOR's right, either prospectively or retroactively, to do so in any succeeding year(s) during the term of this Lease.

5.4 All increases in the BASIC MONTHLY RENTAL or ADDITIONAL RENT due in accordance with the terms of Paragraphs 5 hereof shall be shared in the following manner: The number of INDIVIDUAL LESSEES who are members of the LESSEE ASSOCIATION shall be the numerator and the number of ALL LESSEES shall be the denominator; each fraction converted to a percentage shall be the percentage of the increase that the LESSEE ASSOCIATION and its members shall bear. Thereafter said increased amount shall be shared amongst the INDIVIDUAL LESSEES in accordance with the provisions of Paragraph 5.5.

5.5 All increases in the BASIC MONTHLY RENTAL or ADDITIONAL RENT due in accordance with the terms of this Lease, shall be shared by the INDIVIDUAL LESSEES in the following manner: After the total adjustment has been made and assessed to the LESSEE ASSOCIATION, each INDIVIDUAL LESSEE shall pay his proportionate share of such increase in the same percentage as the percentage of undivided interest of said UNIT in the COMMON ELEMENTS. (EXHIBIT 1 of THE DECLARATION.)

5.6 Should any UNIT OWNER, his guests, invitees, licensees, agents, servants or employees, do anything which increases the cost of maintaining or operating the DEMISED PREMISES, or cause damage to any part of the DEMISED PREMISES, the LESSOR shall determine and assess against the UNIT OWNER the amount of money necessary to repair such damage and the same shall constitute rent due from the UNIT OWNER to the LESSOR.

5.7 The LESSOR may assess against a UNIT OWNER special assessments in such amounts as it, in its sole discretion, determines, for the use of the DEMISED PREMISES for guests and invitees of such UNIT OWNER and the same shall constitute rent due from the UNIT OWNER to the LESSOR, provided, however, that this Paragraph shall not be deemed to grant permission to an INDIVIDUAL LESSEE to so use the DEMISED PREMISES but the same shall not be so used, except as herein provided, without the prior written approval of LESSOR being first had and obtained.

5.8 All ADDITIONAL RENT and increases in the BASIC MONTHLY RENTAL due under this LEASE shall be effective on the date determined by the LESSOR and set forth in the notice thereof to the LESSEE ASSOCIATION and/or INDIVIDUAL LESSEE. The LESSOR may give notice to the INDIVIDUAL LESSEES or may require the LESSEE ASSOCIATION to give such notice. All such sums due shall be payable at the time and in the manner and account provided in such notice. Failure to give notice shall not relieve the LESSEE from liability for such sums due. Said sums shall be due from the time when accrued, subject, however, to the other provisions of this Lease.

5.9 Every INDIVIDUAL LESSEE shall be obligated to pay the monthly rent and all additional rent and other sums due from him hereunder and shall be obligated to pay the same to the ASSOCIATION or designee, who shall remit the same to the LESSOR, or, if specified, directly to the LESSOR or designee. Until further notice each INDIVIDUAL LESSEE shall be obligated to make payments of rent to MANAGEMENT FIRM, as the designee of the ASSOCIATION, as long as the MANAGEMENT AGREEMENT remains in effect. Should the LESSOR elect to have INDIVIDUAL LESSEES make payments directly to LESSOR, then and in that event the LESSOR shall give notice thereof in writing to each INDIVIDUAL LESSEE. Thereafter the payments shall be payable to the LESSOR at the address set forth in such notice.

5.10 Should the LESSEE ASSOCIATION fail to pay any sums when due, time being of the essence, then and in that event all said payments that are in default shall bear interest at the rate of ten per cent (10%) per annum. Upon such default, after ten (10) days prior written notice thereof, the LESSOR may elect to accelerate the rent due from the LESSEE ASSOCIATION for a period of two years (12 months from the date that such rental payment first became delinquent).

5.11 Should any INDIVIDUAL LESSEE fail to pay any sums when due, time being of the essence, then and in that event, all said payments that are in default shall bear interest at the highest rate of

interest then allowed to be charged to individuals in the State of Florida. Upon each default, after ten (10) days prior written notice thereof, the LESSOR may elect to accelerate the rent due from such INDIVIDUAL LESSEE for a total of up to twelve (12) months from the date that such rental payment first became delinquent.

5.12 All rental due shall be payable in current legal tender of the United States as the same is constituted by law at the time and sums become due. For the present, and until further notice, such rental shall be paid with the INDIVIDUAL LESSEE'S monthly payment and until to CEN-DEER MANAGEMENT, INC., Deerfield Beach, Florida, for the benefit of the LESSOR.

5.13 All monies due under this LEASE shall be the joint and several obligation of the LESSEE ASSOCIATION and the INDIVIDUAL LESSEE(S). The sums due under this LEASE are COMMON EXPENSES of the CONDOMINIUM, except that the sums shall be paid in the proportion specified. Notwithstanding the power of the Board of Directors of the ASSOCIATION or MANAGEMENT FIRM to determine assessments for COMMON EXPENSES, assessments and the method of sharing the same for monies due pursuant to this LEASE shall be as determined by the LESSOR and this LEASE.

5.14 The monthly rent shall begin to accrue on the date of the filing of THE DECLARATION, and shall thereafter be due and payable in advance, without notice or demand, on the first day of each month during the term of this LEASE. Should THE DECLARATION to which this LEASE is an Exhibit be recorded on other than the first day of a month, the first monthly rental installment shall be prorated as to the remaining number of days in said month, and shall be paid with the first regular payment. Notwithstanding the contrary contained herein, no rent shall ever accrue as to any UNIT owned by the SPONSOR nor shall rent as to any UNIT accrue until the date of a deed of conveyance or grant of right of occupancy from the SPONSOR to any UNIT OWNER or OCCUPANT. Until all the UNITS in the LESSEE ASSOCIATION are closed, the ASSOCIATION shall be liable only for the rental payment for the number of UNITS closed times the LESSEE opening rental one for said unit.

5.15 Should the improvements described in Paragraph 3 of this LEASE be not substantially completed upon the date of the recording of THE DECLARATION, then in that event the BASIC RENTAL called for hereunder shall abate until such time as a Certificate of Occupancy therefor (partial, temporary or permanent) is issued by the City of Deerfield Beach, Florida, or upon the notification by an architect duly licensed to practice in the State of Florida that such improvements have been substantially completed. Substantially complete, as used herein, shall be deemed to mean when at least fifty (50%) per cent of the proposed floor space of the recreation building is capable of being used.

5.16 IF AN INDIVIDUAL LESSEE FAILS TO PAY THE RENT DUE HEREUNDER WITHIN TEN (10) DAYS AFTER THE DUE DATE, THE LESSOR MAY LEVY A \$25.00 LATE CHARGE WHICH THE INDIVIDUAL LESSEE AGREES TO PAY FORTHWITH. SAID CHARGE SHALL BE DEEMED ADDITIONAL RENTAL DUE HEREUNDER.

6. USE OF DEMISED PREMISES.

6.1 During the term of this LEASE, the DEMISED PREMISES shall be used and enjoyed by LESSEE on a non-exclusive basis in common with other persons, entities, and corporation who may, but are not required to be other lessee associations and/or other individual lessees of the DEMISED PREMISES. Neither the LESSEE ASSOCIATION nor the INDIVIDUAL LESSEE(S) shall have an exclusive right of possession of, use, or enjoyment of DEMISED PREMISES, but shall only use and all times during the term of this LEASE, and from time to time, to further additionally lease, let and demise the DEMISED PREMISES to other lessee associations and other individual lessees and/or other persons, firms or corporations, as LESSOR deems fit. All such other leases shall be valid for the purpose therein expressed, and neither the same, or the creation of the leasehold estate thereby, despite the fact that the same shall implicate this lease, reduce, or abate the rent due pursuant to this LEASE from the LESSEE to the LESSOR, or give the LESSEE the right to avoid any of the covenants, agreements or obligations to be performed hereunder. The LESSEE ASSOCIATION and all INDIVIDUAL LESSEES executing this LEASE are hereby put on notice of other leases, if any, now in existence and shall be

necessary, PROVIDED, HOWEVER, that the use, occupancy, and possession of the DEMISED PREMISES shall be in recognition of, and co-extensive with, the rights of the LESSEE under this LEASE. No default by any individual lessee in the performance of the covenants and promises contained in this LEASE or by any tenant in any other lease of the DEMISED PREMISES, or any other act of omission by any other individual lessee, or any other person, firm or corporation, shall, concerning the INDIVIDUAL LESSEE signing this LEASE, be construed or considered: (a) as a breach by the LESSEE ASSOCIATION, the INDIVIDUAL LESSEE, or LESSOR of any of their promises or covenants in this LEASE made, or (b) as an actual, implied or constructive eviction from the DEMISED PREMISES by LESSOR or anyone acting by, through, under, or for LESSOR, or (c) as an excuse, justification, waiver or indulgence by the LESSOR to the LESSEE or INDIVIDUAL LESSEE of their covenants and promises herein.

6.2 No INDIVIDUAL LESSEE shall commit or permit members of their families, their guests, or invitees to commit any acts or carry on any practices which may possibly injure the DEMISED PREMISES, or be a nuisance or menace to, or interfere with, the rights of other INDIVIDUAL LESSEES, the LESSOR, or others validly using the DEMISED PREMISES.

6.3 The DEMISED PREMISES shall be used by the LESSEES solely for "RECREATIONAL PURPOSES". Unless otherwise consented to in writing by the LESSOR, "RECREATIONAL PURPOSES" shall not include the use of the DEMISED PREMISES by any group, club, association, society, party, affiliation, or the like, for any religious, political, charitable, fraternal, civic, or other group purpose.

6.4 THE DEMISED PREMISES SHALL AT ALL TIMES BE UNDER THE COMPLETE SUPERVISION, OPERATION, CONTROL AND MANAGEMENT OF THE LESSOR.

6.5 Each INDIVIDUAL LESSEE and the members of their family, invitees and guests shall observe and comply with all RULES AND REGULATIONS which now or may hereafter be promulgated, from time to time, by the LESSOR, its successors and assigns, as the LESSOR, in its sole discretion, deems necessary for the use, care, safety and cleanliness of the DEMISED PREMISES, for the preservation of good order therein, and for the comfort, quiet and convenience of all users of the DEMISED PREMISES. The RULES and REGULATIONS as promulgated, from time to time, under this Paragraph shall be posted in a conspicuous place on the DEMISED PREMISES and shall be effective from the date of posting. The LESSOR shall not be liable to the LESSEE ASSOCIATION or any INDIVIDUAL LESSEE due to any violation of the RULES and REGULATIONS by any INDIVIDUAL LESSEE or person using the DEMISED PREMISES. The RULES and REGULATIONS as promulgated, from time to time, shall be specifically enforceable by injunction or otherwise, and shall have the effect of covenants as if set forth herein verbatim, the compliance therewith agreed to by the LESSEE.

6.6 Notwithstanding any of the provisions of this Paragraph 6 to the contrary, the LESSOR may, in its sole discretion, grant to any party, including itself, the right to use such portion of the DEMISED PREMISES as the LESSOR deems necessary in connection with the development and sale of such lands that LESSOR deems proper. In connection therewith, such party shall have the right to maintain a sales office and to occupy such portion of the DEMISED PREMISES as the LESSOR shall specify and shall have the right to use portions of the DEMISED PREMISES for parking as necessary to effectuate the aforementioned purpose. The right of use of the DEMISED PREMISES shall include, but shall not be limited to, the right to display and erect, keep, show and exhibit signs, billboards and placards; distribute audio and visual promotional materials and the right to use portions of the DEMISED PREMISES for display purposes. The LESSOR shall have the perpetual right to use the DEMISED PREMISES, or any portion thereof as it deems necessary, for administering the LESSOR's interests under the terms of this LEASE. All of the foregoing may be accomplished and enjoyed by the LESSOR without any cost or expense to LESSOR and without abatement or reduction of the rental due under the terms of this LEASE, nor shall the same give the LESSEE the right to avoid any of its covenants, agreements or obligations to be performed hereunder, nor shall the same be construed as an actual, implied or constructive eviction of the LESSEE from the DEMISED PREMISES or the LESSOR or any one acting by, through or under the LESSOR.

6.7 The transfer of the fee title to each CONDOMINIUM PARCEL in the CONDOMINIUM whether voluntarily or by operation of law, terminating the INDIVIDUAL LESSEES' membership in the

LESSEE ASSOCIATION shall terminate said INDIVIDUAL LESSEES' right to the use and enjoyment a of the DEMISED PREMISES. The INDIVIDUAL LESSEES' rights and privileges under this LEASE are ' not separately assignable. The OWNER of each CONDOMINIUM PARCEL when he automatically becomes a member of the LESSEE ASSOCIATION, or succeeds to his predecessor's title, is entitled to the use and enjoyment of the DEMISED PREMISES and is burdened with the duties and responsibilities in accordance with the provisions of this LEASE. All parties acquiring any right, title and interest in and to the lands described in Paragraph 1.10 of this LEASE, or any CONDOMINIUM PARCEL thereon, are hereby put on notice that in acquiring said interest, that they shall be fully bound by the terms of this LEASE. In no event shall an OWNER of a CONDOMINIUM PARCEL subsequent to an INITIAL PURCHASER acquire any rights in the DEMISED PREMISES or against the LESSOR or the LESSEE ASSOCIATION that are greater than the rights granted to, and limitations placed upon, an INITIAL

PURCHASER pursuant to the terms of this LEASE. .

6.8 LESSOR may grant franchises or concessions to commercial concerns on all or part of the DEMISED PREMISES and the LESSOR shall be entitled to all income derived therefrom.

6.9 Any INDIVIDUAL LESSEE together with members of the INDIVIDUAL LESSEE's immediate family and guests may use the DEMISED PREMISES subject to the RULES and REGULATIONS concerning such use promulgated by the LESSOR.

6.10 Where an INDIVIDUAL LESSEE is not a natural person, the person designated as OCCUPANT pursuant to THE DECLARATION shall be deemed to be the INDIVIDUAL LESSEE for purposes of regulating the use of the DEMISED PREMISES.

6.11 If an INDIVIDUAL LESSEE, or his family, or guests violates the RULES and REGULATIONS concerning the use of the DEMISED PREMISES, the LESSOR may unilaterally suspend the INDIVI- DUAL LESSEE for a reasonable time, as the LESSOR in its sole discretion determines, from the use of the DEMISED PREMISES at no abatement or reduction in rent due from the suspended INDIVIDUAL LESSEE.

6.12 If an INDIVIDUAL LESSEE leases his CONDOMINIUM PARCEL(S) only the lessee thereof shall have the use of the DEMISED PREMISES provided however, that both the INDIVIDUAL LESSEE and said party shall be jointly and severally liable for all sums due hereunder and the LESSOR's lien rights shall continue undiminished.

7. EMINENT DOMAIN.

7.1 If any part of the DEMISED PREMISES shall be taken under the power of eminent domain, the obligations of the LESSEE under this LEASE, including the obligation to pay rent and other sums due hereunder, shall continue unaffected unless such portion of the DEMISED PREMISES is taken so as to completely destroy the usefulness of the DEMISED PREMISES for the purposes for which such premises were leased, then, from that day, the LESSEE ASSOCIATION shall have the right to terminate this LEASE on behalf of all LESSEES that are members of the LESSEE ASSOCIATION by written notice given by the LESSEE ASSOCIATION to the LESSOR, within thirty (30) days after such property is taken, or to continue in the possession of an undivided leasehold interest in the remainder of the DEMISED PREMISES under all of the terms of this LEASE. All damages awarded for such taking shall belong to, and be the property of, the LESSOR, whether such damages shall be awarded as compensation for diminution in the value of this LEASE or the LESSOR's interest in the DEMISED PREMISES. The right of termination herein granted shall only have effect in the event the LESSOR elects not to replace the DEMISED PREMISES that was taken, with other property for use as the DEMISED PREMISES, in which event the LESSEES shall have no right of termination and shall be bound by the terms hereof as if the substituted property were the original DEMISED PREMISES.

7.2 If a part of the DEMISED PREMISES, as provided above, is taken under the power of eminent domain and such taking does not completely destroy the usefulness of the DEMISED PREMISES for the purposes for which such premises were leased, all sums awarded for the appropriation shall be payable to the LESSOR and the LESSEE shall not be entitled to any portion thereof. Where there is an appropriation of part or all of a building or improvement which is not sufficient to terminate this LEASE, as hereinbefore set forth, the LESSOR shall determine, in its sole discretion, whether to replace the appropriated building or improvement upon the

remaining land area of the DEMISED PREMISES. Failure to so replace the improvement shall not relieve the LESSEE from its obligations hereunder. Should LESSOR determine to replace same, it shall be of such size, dimension, contents, decor, plans and specifications as the LESSOR determines in its sole discretion.

7.3 If during the term of this LEASE there shall be a taking of all or a portion of the CONDO- MINIUUM PROPERTY by eminent domain which involves a "total taking" of the fee simple title to any UNITS or where the taking makes the UNIT uninhabitable as a dwelling, the same shall be deemed a "total taking" as to that UNIT, and this LEASE shall terminate as to those UNITS so taken, effective as of the date of taking, and the rent provided in Paragraph 5.1 shall be reduced, as of the date of taking, as if the UNITS taken had never existed as part of the CONDOMINIUM PROPERTY.

8. BANKRUPTCY. This LEASE and LESSEE's interest herein shall not pass to any trustee or receiver or assignee for the benefit of creditors, or otherwise by operation of law. Should the LESSEE ASSOCIATION be adjudged a bankrupt, or make a voluntary assignment for the benefit of creditors, or ° if a receiver or trustee in bankruptcy is appointed for the property of the ASSOCIATION, and such receiver or trustee is not discharged within thirty (30) days after date of appointment, then the LESSOR herein shall have the right, at LESSOR's option, of terminating this LEASE as to the LESSEE ASSOCIATION upon giving fifteen (15) days written notice thereof, and this LEASE shall cease and terminate as to such LESSEE ASSOCIATION on the date specified in said notice. In that event, this LEASE shall not terminate as to the INDIVIDUAL LESSEE (S), but shall remain in full force and effect.

9. LESSOR'S LIENS—CREATION, EFFECT AND ENFORCEMENT; PROVISIO.

9.1 The LESSEE ASSOCIATION hereby covenants and warrants unto the LESSOR that prior to admitting each INITIAL LESSEE into the ASSOCIATION it will cause or allow the SPONSOR to cause said INITIAL LESSEE, joined by his or her spouse, to execute a copy of this LEASE, and a memorandum thereof, such copy not being executed by the LESSOR and LESSEE ASSOCIATION, and will cause said memorandum to be recorded in the Public Records of Broward County, Florida, together with the deed of conveyance from the SPONSOR to each INITIAL LESSEE. The INITIAL LESSEE's CONDOMINIUM PARCEL and the recording data as to THE DECLARATION shall be described and set forth in the copy of each said LEASE and memorandum thereof, in the space provided therefore, and said INITIAL LESSEE and SPOUSE shall be deemed to have executed the LEASE attached to THE DECLARATION. In such LEASES and memorandum as are executed by the INITIAL LESSEES, where reference is made to THE DECLARATION to which this LEASE is an EXHIBIT, the same shall mean and refer to THE DECLARATION to which this LEASE, executed by the LESSEE ASSOCIATION and LESSOR, is attached.

9.2 LESSOR retains and shall have a first lien, paramount to all others, on every right and interest of the LESSEE ASSOCIATION and INDIVIDUAL LESSEES in and to this LEASE and on any furniture, furnishings, appliances, equipment, fixtures and goods of every kind, and on the equity therein, which is owned or purchased by the LESSEE ASSOCIATION, and upon the LESSEE ASSOCIATION's | assets and COMMON SURPLUS. This lien is granted for the purpose of securing the payment of rents to LESSOR, and taxes, assessments, charges, liens, penalties and damages herein covenanted to be paid by the LESSEE, and for the purpose of securing the performance of any, all and singular, the covenants, conditions and obligations of this LEASE to be performed and observed by the LESSEE.

9.3 In order to secure the obligations of the INDIVIDUAL LESSEE to the LESSOR for the payment of all rent and any other monies due and to become due hereunder and to secure the performance by the INDIVIDUAL LESSEE of each of the terms and provisions of this LEASE, the INDIVIDUAL LESSEE, as the OWNER of a CONDOMINIUM UNIT does hereby grant, sell, bargain, convey and confirm unto the LESSOR, in fee simple, a lien upon that certain CONDOMINIUM UNIT together with its proportionate interest in the COMMON ELEMENTS and those certain other items, all of which are described on Page 17 of this LEASE.

This lien upon the tangible personal property described therein shall be subordinate to prior bona fide liens properly perfected.

The execution of a copy of this LEASE and memorandum thereof, by the INITIAL LESSEE whereby said INITIAL LESSEE impresses a lien upon and encumbers his CONDOMINIUM PARCEL shall be, a confirmation of said lien in favor of the LESSOR. However, in the event said INITIAL LESSEE fails a to execute a copy of this LEASE and

memorandum, as required above, or said memorandum is not recorded in the Public Records of Broward County, or is executed, witnessed, notarized or recorded in a defective manner, the same shall not affect the LESSOR's liens on said CONDOMINIUM PARCEL. The lien upon each CONDOMINIUM PARCEL in the INDIVIDUAL LESSEE's CONDOMINIUM, created by virtue of this LEASE shall continue for the term of this LEASE and subsequent OWNERS, (ie., OWNERS after the INITIAL LESSEE's purchase from the SPONSOR who are not to execute a copy of this LEASE) shall own said CONDOMINIUM PARCEL subject to the lien created herein.

Such subsequent OWNER(S) taking title to a CONDOMINIUM PARCEL or LIVING UNIT shall be deemed to have assumed and agreed to pay the sums due and coming due under this LEASE and to be bound by the terms and provisions of this LEASE. Said assumption and agreement shall be noted in the instrument of conveyance to the subsequent OWNER(s) in accordance with the provisions of THE DECLARATION. A CONDOMINIUM PARCEL-OWNER shall be released from all personal liability under this LEASE upon his conveying title to his CONDOMINIUM PARCEL to another party, provided that he has paid all sums due the LESSOR under this LEASE as to his CONDOMINIUM PARCEL and said assumption and agreement is properly affected by an approved purchaser.

9.4 The liens herein granted may be foreclosed at the option of the LESSOR in the manner in which a mortgage on real property is foreclosed, or in the manner in which statutory liens on real property are foreclosed, or by any other remedy available to the LESSOR for the foreclosure of said liens. In the event of a foreclosure, the defaulting INDIVIDUAL LESSEE shall be required to pay a reasonable rental for the CONDOMINIUM PARCEL to the LESSOR and the LESSOR shall be entitled to the appointment of a receiver to collect the same.

9.5 The LESSOR hereby agrees that it will not terminate or cancel this LEASE by statutory summary proceedings, or otherwise, because of an INDIVIDUAL LESSEE's failure to pay the sums provided and reserved to be paid hereunder, PROVIDED that the lien created herein remains available to the LESSOR and is enforceable by the LESSOR.

9.6 The LESSEE's leasehold interest in and to the DEMISED PREMISES has been acquired pursuant to §711.121, Florida Statutes. All monies due and to become due under the provisions of this LEASE are declared to be COMMON EXPENSES of the CONDOMINIUM. The LESSOR shall have the right, in its sole discretion, to require the LESSEE ASSOCIATION to pay any or all of the rent due under this LEASE to the LESSOR and the LESSEE ASSOCIATION will then assess the UNIT OWNERS therefor as COMMON EXPENSES.

9.7. In the event that the LESSOR's liens provided for in this LEASE shall, for any cause or reason whatsoever, be determined to be invalid, extinguished, or unenforceable, then the LESSEE agrees that such event shall not extinguish or diminish the LESSEE ASSOCIATION's and the INDIVIDUAL LESSEE's financial or other obligations hereunder, and the LESSEE ASSOCIATION will, in the manner as now prescribed by Chapter 711, Florida Statutes, make such assessments and enforce its lien therefor on the INDIVIDUAL CONDOMINIUM PARCELS in the CONDOMINIUM PROPERTY in order to comply with and fulfill the LESSEE ASSOCIATION's and INDIVIDUAL LESSEE's obligations to the LESSOR hereunder. The LESSOR shall be deemed a direct beneficiary of this Agreement by the LESSEE ASSOCIATION and to any agreements by the LESSEE ASSOCIATION in this LEASE.

9.8 A default arising from the nonpayment of rent or other monies due to the LESSOR by the LESSEE ASSOCIATION or by any INDIVIDUAL LESSEE will not be a default on the part of those INDIVIDUAL LESSEES who have paid the share of rent and other monies for which they are severally liable, and the LESSOR may exercise those rights and remedies as described in this LEASE only against the defaulting INDIVIDUAL LESSEES and the LESSEE ASSOCIATION.

9.9. Should an INDIVIDUAL LESSEE fail to pay any sum due under this LEASE within ten (10) days after the day same shall become due, the LESSOR may deny to said INDIVIDUAL LESSEE and/or authorized user of the DEMISED PREMISES the use and enjoyment of same until such time as all said sums then due are paid. Such denial of use shall not relieve said INDIVIDUAL LESSEE from the obligation to pay the rent due then, or in the future.

9.10 Notwithstanding anything herein to the contrary, where an INSTITUTIONAL MORTGAGEE, or other purchaser of a CONDOMINIUM PARCEL obtains title to said CONDOMINIUM PARCEL as a result of a foreclosure of an INSTITUTIONAL MORTGAGE, or when an INSTITUTIONAL MORTGAGEE accepts a Deed to said CONDOMINIUM PARCEL in lieu of foreclosure, or where the LESSOR under this LEASE obtains title as a result of foreclosure of LESSOR's lien, such acquirer of title, his successors and assigns, shall not be liable for sums which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure.

9.11 The LESSOR understands and acknowledges that in connection with the sale of each UNIT in the CONDOMINIUM the purchaser thereof may desire to purchase his UNIT utilizing the proceeds of a mortgage loan encumbering the UNIT being acquired. The LESSOR hereby covenants that the LESSOR's lien described in this LEASE is subordinate to the extent hereinafter specifically set forth to the lien of such INSTITUTIONAL MORTGAGE, provided, however, that said mortgage is made with an INSTITUTIONAL MORTGAGEE, as defined in THE DECLARATION and FURTHER, PROVIDED, said mortgage has been made only in connection with the initial purchase of the UNIT from SPONSOR. The subordination provisions of this Paragraph shall be self-operative. If requested, the LESSOR shall confirm said subordination in writing. The subordination provided in this Paragraph is limited to the following provisions:

- (a) In the event the INSTITUTIONAL MORTGAGEE, to which the lien above referred to has been made subordinate, forecloses its mortgage against said CONDOMINIUM PARCEL and obtains title to the same as a public sale held as a result of such foreclosure suit, or said INSTITUTIONAL MORTGAGEE acquires title by conveyance in lieu of foreclosure, said INSTITUTIONAL MORTGAGEE, for so long as it shall continue to hold title, shall receive an abatement of the sums due pursuant to Paragraphs 5 and 15 of this LEASE for said CONDOMINIUM PARCEL, and said sums coming due pursuant to Paragraphs 5 and 15 of this LEASE shall be temporarily reduced to the extent as if said CONDOMINIUM PARCEL did not exist, provided said INSTITUTIONAL MORTGAGEE must, if applicable, receive in full the benefit of such reduction by credit against its portion of the COMMON EXPENSES of the CONDOMINIUM if the rents are, at that time, being collected by the ASSOCIATION. This subordination shall not reduce nor abate any other of the promises, covenants or obligations of the LESSEE ASSOCIATION and INDIVIDUAL LESSEES under this LEASE. Upon said INSTITUTIONAL MORTGAGEE conveying its title to the CONDOMINIUM PARCEL so acquired by it, the foregoing abatement shall immediately cease and terminate. If during any period of time that the title to the CONDOMINIUM PARCEL is held by the INSTITUTIONAL MORTGAGEE said CONDOMINIUM UNIT is occupied or leased there shall be no such abatement.
- (b) INSTITUTIONAL MORTGAGEES shall be required to give written notice to the LESSOR if the promissory note and mortgage given as security therefor are in default. LESSOR shall have the right, but not the obligation, to cure said Mortgagor's default and to make any payments due by the Mortgagor within the same time period allowed to the Mortgagor or, in no event, less than ten (10) days from the date of receipt of the notice. In the event that the LESSOR makes any such payments, it shall, in addition to all other rights reserved in this LEASE, be subrogated to all rights of the INSTITUTIONAL MORTGAGEE. Any payment made by LESSOR in order to protect LESSOR's lien hereunder shall be deemed additional rent due from LESSEE.

9.12 The foreclosure or maintenance of any action to enforce the lien herein provided by the LESSOR shall not be considered or construed as a termination or cancellation of all or any part of this LEASE or of the lien rights created herein. If an INSTITUTIONAL MORTGAGEE shall foreclose its mortgage, the same shall not operate as an extinguishment of all or any part of this LEASE or of the LESSOR's lien against the CONDOMINIUM UNIT. Such lien shall be effective without any act on the part of the LESSOR, mortgagee, or subsequent owner for money which shall become due and payable hereunder after the foreclosure or conveyance, SUBJECT, HOWEVER, to the paramount provisions concerning temporary abatement of such sums due LESSOR as provided in Paragraph 9.11.

10. RIGHT OF LESSOR AND LESSEE ASSOCIATION TO ENCUMBER, CONVEY OR ASSIGN.

10.1 The LESSOR shall have the unequivocal right to, at all times, and may have previous to the execution hereof, mortgage and encumber LESSOR's interest in this. LEASE and/or in and to the DEMISED PREMISES.

The LESSEE's interest in and to the use of the DEMISED PREMISES shall at all times be subordinate and inferior to such mortgages, provided, that the LESSEE's shall at all times : have the rights provided under this LEASE as long as they shall perform all of the covenants herein. The LESSEE ASSOCIATION and INDIVIDUAL LESSEES do hereby agree that, if required by the Mortgagees, the LESSEE ASSOCIATION will, as agent for all of the INDIVIDUAL LESSEES, (or, all Lessees will) forthwith execute such documents as may be requested to confirm the provisions hereof including the joinder, as mortgagor, in such mortgage. Such joinder by the LESSEE shall not be an assumption of the obligations of the Mortgagor. The failure of the LESSEE to execute such instrument of sub-ordination or joinder shall be deemed a default by the LESSEE of this LEASE. Notwithstanding the foregoing, any interest or right of the LESSEE ASSOCIATION and the INDIVIDUAL LESSEES to the DEMISED PREMISES shall not be a lien thereon and shall be deemed subordinate and inferior to a mortgage granted by the LESSOR on said DEMISED PREMISES.

10.2 The LESSOR may freely assign or convey all or any part of its right, title and interest in and to this LEASE and/or the DEMISED PREMISES. In such event, upon the assignee's or purchaser's, as the case may be, assuming and agreeing in writing to perform the terms and covenants of the LESSOR herein contained, the LESSOR shall be relieved of all liability under this LEASE.

10.3 Neither the LESSEE ASSOCIATION nor any INDIVIDUAL LESSEE shall have the right to mortgage, encumber, assign or convey any of its or their leasehold right, title and interest in and to this LEASE or the DEMISED PREMISES, except as an appurtenance to their Unit.

11. DEFAULT.

11.1 If the LESSEE ASSOCIATION defaults in the payment of any of the sums herein provided, or if the LESSEE ASSOCIATION shall fail to perform any of the covenants of this LEASE by it to be kept and performed, the LESSOR, may, at its election, declare this LEASE terminated. Thereafter, the LESSEE ASSOCIATION and/or the members of said ASSOCIATION shall have no rights to the use and enjoyment of the DEMISED PREMISES nor any rights hereunder. In addition, the LESSOR shall have all such other remedies as the law and this instrument afford.

(a) The LESSOR shall not declare this LEASE terminated where the default consists of non-payment of sums due hereunder until such nonpayment shall have continued for fifteen (15) days after written notice of such default shall have been given by the LESSOR to the LESSEE ASSOCIATION.

(b) Where the default consists of some other violation of the terms hereof, the LESSOR may not declare this LEASE terminated until such violation shall have continued for thirty (30) days after the LESSOR shall have given the LESSEE ASSOCIATION written notice of the violation and the LESSEE ASSOCIATION shall not have undertaken, during said thirty day period, action to cure said violation. Nothing herein contained shall be construed as precluding the LESSOR from having any remedy necessary to preserve the LESSOR's rights and interest in the DEMISED PREMISES and in this LEASE before the expiration of the notice period if the allowance of such grace period or the giving of such notice would prejudice or endanger LESSOR's rights and interest in this LEASE and/or the DEMISED PREMISES.

(c) All notice periods shall run concurrently and not consecutively.

(d) In the event one or more INDIVIDUAL LESSEES violate any of the terms hereof and such violation is not such that the notice provisions of this Paragraph 11 would be practical, the LESSOR shall have the unequivocal right to take any necessary action, including the suspension of said individual's rights of use of the DEMISED PREMISES for reasonable periods of time at LESSOR's discretion, without any abatement or reduction in rent due from suspended LESSEE or the same being construed to be a termination of the LEASE as to said INDIVIDUAL LESSEE.

11.2 The various rights, powers, options, elections, privileges and remedies of the LESSOR in this LEASE shall be construed as cumulative, and no one shall be construed as being exclusive of another or exclusive of any rights or priorities provided by law.

11.3 The relationship between the parties hereto is that of landlord and tenant and therefore all statutory proceedings shall be available to LESSOR for collection of rent or possession of the premises, except as herein specified to the contrary.

11.4 The right given to the LESSOR to collect the rent and other sums due under the terms of this LEASE or to enforce the terms and provisions of this LEASE, shall not affect the right of such LESSOR to declare this LEASE terminated as herein provided.

11.5 If, at any time, due to the failure of the LESSEE ASSOCIATION and/or any INDIVIDUAL LESSEE to keep and perform any covenant in this LEASE that they, jointly or severally are bound to keep and perform, it becomes necessary for LESSOR to employ an attorney to protect the rights and interests of the LESSOR in the DEMISED PREMISES or to enforce the terms and provisions of this LEASE or proceed under this LEASE in any particular, including a proceeding in the nature of a suit for declaratory judgment, then in any such event, the LESSEE ASSOCIATION and/or any INDIVIDUAL LESSEE, as the case may be, will owe any pay to LESSOR all costs, including court costs and attorneys' fees, incurred or expended by the LESSOR in taking or defending such actions.

11.6 In the event of termination of this LEASE, at any time, prior to the natural expiration hereof, due to a breach by the LESSEES, then all of the right, estate and interest of the LESSEES so terminated, in and under this LEASE shall cease and be held for naught without any compensation therefor unto the LESSEE ASSOCIATION and/or INDIVIDUAL LESSEES.

12. LESSOR'S INTEREST NOT SUBJECT TO MECHANIC'S LIENS.

12.1 The LESSEE ASSOCIATION and INDIVIDUAL LESSEES shall never, under any circumstances, have the power to subject the interest of the LESSOR in the DEMISED PREMISES and the DEMISED PREMISES themselves to any mechanic's or materialman's lien or liens of any kind. Any mortgage lien or encumbrance granted by a UNIT OWNER is not a lien upon the DEMISED PREMISES nor the INDIVIDUAL LESSEES' rights thereto, nor upon any right, title or interest the LESSEE ASSOCIATION may have under this LONG-TERM LEASE. If any mechanics' liens or other liens are filed or asserted against the LESSOR's interest in the DEMISED PREMISES or against the DEMISED PREMISES by virtue of any action of the LESSEE ASSOCIATION and/or any INDIVIDUAL LESSEE, such party shall, within thirty (30) days from the filing thereof, cause such lien to be released from the LESSOR's interest in the DEMISED PREMISES and as to the DEMISED PREMISES in the manner provided by the Statutes of the State of Florida. It is the intent hereof that, if an INDIVIDUAL LESSEE has caused the lien to be filed, both the LESSEE ASSOCIATION and such INDIVIDUAL LESSEE shall be responsible for the release thereof. Failure to so remove the lien shall entitle the LESSOR to do so and assess the cost thereof, including attorneys fees, as rent due hereunder.

13. INDEMNIFICATION. The LESSEE ASSOCIATION and INDIVIDUAL LESSEES agree to, and by these presents do, indemnify and save harmless the LESSOR against any and all claims, debts, demands or obligations, including costs and attorneys' fees, which may be made against the LESSOR, or against the LESSOR's title in the premises, arising by reason of or in connection with the making of this LEASE and/or the ownership by the LESSEES of the leasehold interest hereby created. If it becomes necessary for the LESSOR to defend any action seeking to impose any such liability, the LESSEES will pay to the LESSOR all costs of court and reasonable attorneys' fees incurred by the LESSOR in effecting such defense, plus any other sums which the LESSOR may be called upon to pay by reason of the entry of a judgment against the LESSOR in said litigation.

14. OPTION TO PURCHASE. The LESSEES are hereby granted the option to purchase the DEMISED PREMISES at the expiration of the term of this LEASE upon the following terms and conditions.

14.1 The LESSEE ASSOCIATION may exercise this option only in conjunction with all LESSEES who also have this option and elect to exercise it. The LESSEE ASSOCIATION, in the event it chooses to exercise this option, shall be liable for a prorata share of the purchase price determined by multiplying the purchase price by a fraction, the numerator of which shall be the number of CONDOMINIUM UNITS contained in this CONDOMINIUM PROPERTY and the denominator of which shall be the total number of LIVING UNITS represented by ALL LESSEES exercising this option.

14.2 Between twelve (12) and six (6) months prior to expiration of this LEASE, the LESSOR shall be notified in writing by the LESSEE ASSOCIATION of the exercise of this option to purchase. The notice shall be irrevocable.

14.3 The INDIVIDUAL LESSEE(S) does hereby irrevocably appoint and authorize the LESSEE ASSOCIATION to give the above required notice to exercise such option as their duly authorized agent and attorney-in-fact, and any such acts by the LESSEE ASSOCIATION shall be binding upon and shall not be the act of all the INDIVIDUAL LESSEES in that ASSOCIATION.

14.4. Within thirty (30) days from the giving of the notice, the LESSOR and all LESSEES who elect to exercise this option, will enter into a contract for sale and purchase of the DEMISED PREMISES as follows:

(1) The closing date shall be the last day of the term of this LEASE.

(2) The LESSOR shall deliver to the LESSEES good and insurable title subject only to: (

- (a) Conditions, restrictions and limitations of record;
- (b) Applicable zoning ordinances; ;
- (c) Restrictions and prohibitions imposed by governmental authority;
- (d) Public utility easements of record;
- (e) Questions of locations, measurements and survey;
- (f) Current ad valorem or like taxes.

(3) Purchasing LESSEES will pay all costs incurred in the sale, including but not limited, to documentary stamps and surtax on deed, title insurance premiums and recording fees.

(4) Any existing mortgages on said premises shall be satisfied with the proceeds of the sale.

14.5 The purchase price will be an amount equal to the total annual rental payable to LESSOR ' by all LESSEES in 2071 A.D. multiplied by a factor of 8, payable in cash at closing.

14.6 In the event that the option to purchase is not exercised, this LEASE shall terminate and the LESSEES shall immediately peaceably and quietly deliver possession of the DEMISED PREMISES to the LESSOR.

14.7. Any LESSEE remaining in possession of the DEMISED PREMISES after the expiration of this LEASE shall be deemed to be occupying said premises as a tenant from month to month and shall be subject to all the conditions, provisions and obligations of a LESSEE under this LEASE.

15. INSURANCE, TAXES, MAINTENANCE and OPERATING EXPENSE.

15.1 Insurance coverage, including but not limited to, fire, casualty, public liability, rental insurance and all other types of insurance which the LESSOR deems necessary shall be maintained by the LESSOR on the DEMISED PREMISES or this LEASE in such amounts and with such deductibles as LESSOR deems fit. This coverage shall be paid by the LESSOR out of the monthly rent payable by LESSEES, provided, however, that if the premiums increase or the LESSOR shall deem additional insurance is necessary and as a result the premiums paid shall increase over the premiums paid in the year 1975 such increased amount shall be prorated between ALL LESSEES as additional rent.

15.2 Real and Personal Property Taxes attributable to the DEMISED PREMISES shall be paid by LESSOR out of the monthly rent payable by LESSEES provided, however, that if said taxes increase over the taxes paid in the year 1975 such increased amount shall be prorated between ALL LESSEES as additional rent. If any governmental authorities levy a Sales or similar tax, an intangible tax or documentary stamp tax on this LEASE or the rent received hereunder, such taxes shall | be prorated between ALL LESSEES as additional rent.

15.3 All assessments of all types levied upon, or liens placed on, the DEMISED PREMISES by any governmental authority shall be prorated between ALL LESSEES as additional rent.

15.4 The care and maintenance of the DEMISED PREMISES, including the providing of utility service, shall be the LESSOR'S responsibility and shall be accomplished in the manner in which | the LESSOR deems fit.

15.5 No damage or destruction of all or any part of the DEMISED PREMISES by fire, windstorm or any other casualty shall entitle the LESSEE to terminate this LEASE, to violate the provision hereof, or to entitle LESSEES to any abatement or rebate of rent due or to become due under the provisions hereof. LESSOR shall be obligated to, at its own expense, repair and reconstruct those damaged portions of the DEMISED PREMISES within a reasonable time. If more than seventy-five per cent (75%) of the buildings in the DEMISED PREMISES

are damaged, the LESSOR within fm, thirty (30) days of the casualty may terminate this LEASE by giving written notice thereof to LES- SEES. LESSEES shall not be entitled to any compensation due to the termination. The termination shall be effective on the first day of the month following the giving of notice.

15.6 If any governmental authority requires any further improvements or additions to the DEMISED PREMISES, the cost of the same shall be prorated between all LESSEES as additional rent.

15.7 All additional rent required to be paid pursuant to Paragraph 15 or the other provisions of this LEASE shall have the same force and effect as the monthly rent due by virtue of this LEASE and shall be secured by the lien heretofore granted, provided, however, that the LESSOR shall only charge additional rent due pursuant this Paragraph 15, at such times as adjustments are made pursuant to Paragraph 5.3 hereof.

15.8 Any additional rent due under this LEASE which is to be apportioned between the LES- SEE ASSOCIATIONS as provided in Paragraph 5 hereof may, at the discretion of the LESSOR, be enforced and collected from some, but not all, LESSEES and the election of the LESSOR to collect the increase from one but not the other shall not relieve the ones so assessed from its obligation to pay the same. In addition, the LESSOR shall have the unequivocal right to waive any rental due under this LEASE from one or more INDIVIDUAL LESSEES and said waiver shall not affect the obligation of any other LESSEE to pay the sums due hereunder.

15.9 The failure of LESSOR to make any adjustments for additional rent provided in this Paragraph 15 in any one or more years shall not be deemed a waiver of LESSOR's right to do so, either retroactively or prospectively, for the term of this LEASE.

16. COVENANT OF QUIET ENJOYMENT. For as long as the LESSEE complies with all of the covenants and conditions herein, the LESSEE shall have the use and enjoyment of the DEMISED PREMISES subject to the provisions of this LEASE. A breach of this covenant of quiet enjoyment by LESSOR shall give rise only to a cause of action to enjoin such breach but in no event shall a breach of this covenant be a ground or grounds for termination or cancellation of this LEASE.

17. NOTICES. Except as otherwise specifically provided for in this LEASE, all notices shall be given in writing and shall be delivered to the party concerned or mailed to the party concerned by certified or registered mail, return receipt requested, postage prepaid and addressed to the respective parties as stated herein. Notices to LESSEE ASSOCIATION and/or INDIVIDUAL LESSEE(S) shall be mailed or delivered to their addresses at the CONDOMINIUM PROPERTY. Notice to LESSOR shall be mailed or delivered to: CENTURY VILLAGE EAST, INC., Century Boulevard, Deerfield Beach, Florida or, as from time to time, otherwise designated by LESSOR.

18. TERMINATION OF CONDOMINIUM. No termination of the CONDOMINIUM created by THE DECLARATION shall terminate, cancel, or abate any sums due under the terms of this LEASE. The CONDOMINIUM may not be terminated, except when terminated pursuant to Paragraph 13.8 of THE DECLARATION, without the prior written consent of the LESSOR which shall not be deemed given until recordation thereof in the Public Records of Broward County, Florida. In the event of the termination of said CONDOMINIUM for any reason, the lien granted to and reserved by the LESSOR herein shall continue in full force and effect on the lands and improvements of the former CONDOMINIUM, upon the undivided interest of each INDIVIDUAL LESSEE therein, or upon any entity holding title thereto, who shall jointly and severally be personally responsible and liable for the full performance of each and every of the terms and conditions of this LEASE, including the liability for the payment of monies due hereunder. In the event of termination pursuant to Paragraph 13.8 of THE DECLARATION, the LESSOR's lien shall only be subordinate only to those of INSTITUTIONAL MORTGAGEES as to any insurance proceeds and COMMON SURPLUS.

19. AMENDMENT TO LEASE. This LEASE may only be amended by agreement in writing, executed by the LESSOR and the LESSEE ASSOCIATION, for itself and for all INDIVIDUAL LESSEES who are members of the ASSOCIATION, which shall be duly recorded in the Public Records of Broward County, Florida. No amendment shall change an INDIVIDUAL LESSEE's share of the monthly sum under this LEASE, nor materially impair the rights of any INDIVIDUAL LESSEE without the INDIVIDUAL LESSEE, and all record owners of mortgages so

affected joining in the execution of said amendment. No amendment shall change the provisions of this LEASE with respect to INSTITUTIONAL MORTGAGEE, nor shall any amendment affect, impair, or prejudice the validity, rights and priorities of any mortgages encumbering CONDOMINIUM PARCELS in the said CONDOMINIUM without the written consent of the mortgagees affected. The foregoing is subject to the paramount provisions applicable thereto in this LEASE and the DECLARATION as to the LESSOR's right to amend this LEASE and said DECLARATION OF CONDOMINIUM. The LESSOR shall also have the right to amend this LEASE unilaterally pursuant to Paragraph 17 of the DECLARATION, and if said amendment entails additional expenses to a particular group of INDIVIDUAL LESSEES and/or LESSEE ASSOCIATION only those affected shall join in said amendment.

20. MISCELLANEOUS PROVISIONS.

20.1 No waiver of a breach of any of the covenants contained in this LEASE will be construed to be a waiver of any succeeding breach of the same covenant. The LESSOR specifically reserves the right to waive any portion of the rent due hereunder, including the right to waive rent attributable to INDIVIDUAL LESSEE or any CONDOMINIUM PARCEL. Such waiver will not affect the obligation for any payment by all other LESSEES for which rent has not been waived.

20.2 Time is of the essence in every particular, except where otherwise specified herein.

20.3 The terms, conditions, provisions, covenants and agreements set forth in this LEASE shall be binding upon the LESSOR and LESSEE ASSOCIATION and INDIVIDUAL LESSEES, their respective heirs, legal representatives, successors and assigns, and shall be deemed to be covenants running with the DEMISED PREMISES as well as the premises described in THE DECLARATION, including each and every CONDOMINIUM UNIT owned by an INDIVIDUAL LESSEE.

20.4 If any term or provision of this LEASE, or the application thereof, shall to any extent be invalid or unenforceable, the remainder of this LEASE, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected and each term and provision of this LEASE shall be valid and enforced to the fullest extent permitted by law.

20.5 This LEASE is to be construed in accordance with the laws of the State of Florida.

20.6 Reference to any paragraph hereof shall include all subparagraphs thereof unless the context requires otherwise.

20.7 The LESSEES shall not do or suffer any waste or damage to the DEMISED PREMISES.

20.8 The LESSEE ASSOCIATION shall not amend its ARTICLES OF INCORPORATION, its BY-LAWS, or THE DECLARATION OF CONDOMINIUM during the term of this LEASE in such a manner as to affect or impair the rights of the LESSOR, unless the LESSOR shall first approve such amendments in writing, which approval must be contained in any such amendment.

20.9 Whenever the context hereof so permits, the use of plural will include the singular, the singular the plural, and the use of any gender will be deemed to include all genders.

20.10. In the event the LESSEE ASSOCIATION is dissolved, or if its existence is otherwise terminated, or if for any reason it ceases to be responsible for the operation of any of the CONDOMINIUM PROPERTY, none of the rent or other monies due hereunder will abate or be diminished. In any or all of such events, the INDIVIDUAL LESSEE(S) will continue to have the possession, use and occupancy of the DEMISED PREMISES and they will be severally bound by all of the provisions of this LEASE.

20.11 No act or action of the LESSOR permitted in this LEASE and no use by the LESSOR, or any person, firm or corporation designated by the LESSOR of the DEMISED PREMISES shall entitle the LESSEE ASSOCIATION or any INDIVIDUAL LESSEE to an abatement of the rent reserved in this LEASE, nor shall any of the same constitute an ouster or a constructive eviction of the LESSEE ASSOCIATION or any INDIVIDUAL LESSEE, nor shall the same give the LESSEE ASSOCIATION or any INDIVIDUAL LESSEE the right to avoid any term, provision, covenant or obligation of this LEASE.

20.12 Each and every term, covenant and provision contained in the DECLARATION OF CONDOMINIUM to which this LEASE is an exhibit is hereby incorporated herein by reference. If any provision of this LEASE is in conflict with any provision of said DECLARATION OF CONDOMINIUM, the provisions of this LEASE shall prevail.

20.13 The captions and titles contained in this LEASE are for convenience and reference only and in no way define, limit, or describe the scope or intent of this LEASE, or any part thereof, nor shall the same in any way affect this LEASE.

20.14. None of the LESSEE's covenants shall be in any way reduced or abated, suspended or limited by reason of the fact that there are or may be other LESSEES of the DEMISED PREMISES. No failure on the part of any other LESSEE to perform similar covenants contained in its LEASE with the LESSOR, or failure on the part of the LESSOR to enforce the same shall operate as a waiver, extension or indulgence to this LESSEE.

20.15 Any and all sums in addition to the BASIC MONTHLY RENTAL hereunder due to the LESSOR hereunder, including, but not limited to, any increased rents, attorneys' fees, advancements or otherwise, shall be deemed ADDITIONAL RENT hereunder and shall be payable to the LESSOR on demand, or, at the option of the LESSOR, may be added to any rent then due or thereafter becoming due under this LEASE. To facilitate the collection thereof the LESSOR shall have, in addition to any and all other rights and remedies available to the LESSOR, the same rights and remedies as available to the LESSOR on account of the failure of the LESSEE to pay rent.

20.16 No act or action of the LESSOR shall be deemed an implied cancellation or termination of this LEASE or of the term hereof, and all remedies upon LESSEE's default may be taken, elected or sought by LESSOR without cancellation or termination of this LEASE. Only an expressed Declaration of Cancellation or Termination by LESSOR or the successful prosecution of a suit in which the LESSOR's prayer for relief is for cancellation and termination shall be effective to cancel or terminate this LEASE.

20.17 Liability for the payment of rent and other obligations arising under this LEASE cannot be avoided by the waiver of the use and enjoyment or the abandonment of the DEMISED PREMISES or any part thereof by either the INDIVIDUAL LESSEE(S) or LESSEE ASSOCIATION, or both.

20.18 This instrument constitutes the entire LEASE agreement between the parties hereto as of the date of execution. No party hereto has been induced by any other by representations, promises or understandings not expressed herein, and there are no stipulations, promises or understandings whatsoever in any way touching the subject matter of this instrument which are not expressly contained herein or in THE DECLARATION.

20.19 The LESSOR covenants that it will, so long as the LESSEES shall continue to pay the rent reserved by this LEASE and observe the terms of this LEASE, keep all mortgages executed by it and encumbering the DEMISED PREMISES in good standing and pay promptly all sums required to be paid on any such mortgage.

20.20 Notwithstanding the fact that the LESSOR may have some right, title or interest in the stock of the SPONSOR, or they may be the same entity, the LESSEES acknowledge and agree that the LESSOR and SPONSOR shall not, for purposes of construing this Lease, be construed or considered as being one and the same and neither of them as the agent for the other, but, even if they are the same entity, they shall be viewed in their separate capacities. No act of commission or omission by the SPONSOR shall ever be construed or considered: (a) as a breach by the LESSOR of any of its promises and covenants in this LEASE made; or (b) as an actual, implied or constructive eviction of the LESSEES from the: DEMISED PREMISES by the LESSOR; or (c) as an excuse, justification, waiver or indulgence by the LESSOR to the LESSEES with regard to the LESSEES' prompt, full, complete and continuous performance of their covenants and promises herein.

20.21 THE INDIVIDUAL LESSEE EXECUTING THIS LEASE AGREES TO BE BOUND BY THIS LEASE AND BY HIS EXECUTION HEREOF HE HEREBY:

(a) Covenants and agrees to perform each and every of the promises, duties, and undertakings to be performed by the INDIVIDUAL LESSEES or UNIT OWNERS or, where applicable, LESSEES, herein.

(b) Covenants and agrees to do all things possible to assure that the LESSEES herein and the LESSEE ASSOCIATION performs the promises, duties, and undertakings to be performed by them hereunder.

(c) Ratifies and confirms each and every provision of this LEASE, and all the terms and provisions hereof, as being reasonable and in the best interest of, and for the benefit of, the LESSEE, CONDOMINIUM ASSOCIATION and all its members, and himself, as INDIVIDUAL LESSEE.

(d) Ratifies and affirms the acts of the LESSEE ASSOCIATION in executing this LEASE and agrees that the Directors of the LESSEE ASSOCIATION in entering the LEASE have not breached any duties and obligations to the ASSOCIATION and/or its members and agrees that the fact that some of the Directors of the LESSEE ASSOCIATION executing this LEASE are or may be Officers, Directors, Employees or Stockholders of LESSOR shall not or cannot be construed as a breach of their duties or obligations to the ASSOCIATION or its members or as grounds to invalidate this LEASE in whole or part.

20.22 THE INDIVIDUAL LESSEE EXECUTING THIS LEASE ACKNOWLEDGES THAT HE HAS HAD ADEQUATE OPPORTUNITY TO READ THIS LEASE AND THE DECLARATION OF CONDOMINIUM AND THE EXHIBITS THERETO AND AGREES TO BE BOUND BY ALL OF THEM. INDIVIDUAL LESSEE ACKNOWLEDGES THAT HE UNDERSTANDS THE NATURE OF THIS LEASE AND THAT HIS OBLIGATIONS, INCLUDING THE PAYMENT OF RENT DUE UNDER THIS LEASE, ARE SECURED BY THE LIEN DESCRIBED IN THIS LEASE AGAINST HIS CONDOMINIUM UNIT AND PROPERTY, TO WIT:

CONDOMINIUM PARCEL NO. 25 IN Harwood B CONDOMINIUM, ACCORD-
ING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL
RECORD BOOK 5881 AT PAGE 249 OF THE PUBLIC RECORDS OF BROWARD
COUNTY, FLORIDA; together with a lien on all tangible personal property, including furniture,
furnishings, fixtures, appliances, equipment and goods now or hereafter located therein and all
additions and accessions thereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and have caused
these presents to be signed respectively by their proper Officers, and the Corporate Seal of the Lessor
Corporation has been duly affixed, this 15th day of October, 1974.

Signed, Sealed and Delivered in
the presence of:

CENTURY VILLAGE EAST, INC.

witness

witness

witness

witness

Lorely J. Chaparras
witness

Margaret H. Mayer
witness

By _____ (SEAL)
Vice President
(LESSOR)

ASSOCIATION INC.

By _____ (SEAL)
President

By _____ (SEAL)
Secretary
(LESSEE ASSOCIATION)

✓ Moe Shore (SEAL)
Moe Shore

✓ Laura Shore (SEAL)
Laura Shore
(INDIVIDUAL LESSEE(S))

STATE OF FLORIDA)
) ss.
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared _____

to me well known to be the individual described in and who executed the foregoing instrument as Vice President of CENTURY VILLAGE EAST, INC., a Florida Corporation, and he acknowledged before me that he executed such instrument as such Officer of said Corporation, and that the Seal affixed by the Lessor Corporation is the Corporate Seal of said Corporation and was affixed thereto by due and regular Corporate authority, and that said instrument is the free act and deed of said Corporation, for the purpose therein expressed.

WITNESS my hand and official seal, at the State and County aforesaid, this ____ day of _____, 197__.

My Commission Expires:

_____(SEAL)
NOTARY PUBLIC
State of Florida at Large

STATE OF FLORIDA)
) ss.
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared _____

to me known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively of _____ CONDOMINIUM ASSOCIATION, INC., a non-profit Florida Corporation and they severally acknowledged before me that they executed such instrument as such Officers of said Corporation, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal, at the State and County aforesaid, this ____ day of _____, 197__.

My Commission Expires:

_____(SEAL)
NOTARY PUBLIC
State of Florida at Large

STATE OF ~~FLORIDA~~ *Florida* _____
) ss.
COUNTY OF *Alachua* _____

BEFORE ME, the undersigned authority, personally appeared _____

Moe Shore and Laura Shore, his wife

to me well known to be the individual(s) described in and who executed the foregoing instrument, as the Individual Lessee therein, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal, at the State and County aforesaid, this 18th day of October, 1974.

My Commission Expires:

Jean McLaughlin (SEAL)
NOTARY PUBLIC
State of Florida at Large

Notary Public, State of Florida at Large
My Commission Expires Nov. 28, 1977
Bonded by American Fire & Casualty Co.

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WEIMER AND COMPANY

INCORPORATED

land surveyors • planners • engineers

land development consultants

MEMBER • P. O. BOX 15766 • 2566 FOREST HILL BOULEVARD • WEST PALM BEACH, FLORIDA 33406 • PHONE 305 965-8960

ROLF ERNST WEIMER, P.L.S.
THOMAS P. SOKOL, P.E.

December 28, 1973
Century Village East, Inc.

LEGAL DESCRIPTION OF DEMISED PREMISES:

"CLUBHOUSE AREA"

A parcel of land in Sections 2 and 3, Township 48 South, Range 42 East, Broward County, Florida; said parcel of land being more specifically described as follows:

From the Southwest corner of said Section 2, bear North $01^{\circ}-15'-00''$ West, along the West line of said Section 2, a distance of 1980.75 feet to the POINT OF BEGINNING;

Thence, North $60^{\circ}-00'-00''$ East, a distance of 53.18 feet; Thence, South $30^{\circ}-00'-00''$ East, a distance of 84.07 feet; Thence, North $60^{\circ}-00'-00''$ East, a distance of 229.78 feet; Thence, North $15^{\circ}-00'-00''$ West, a distance of 165.00 feet; Thence, North $12^{\circ}-25'-42''$ East, a distance of 223.77 feet; Thence, North $44^{\circ}-00'-00''$ East, a distance of 200.00 feet; Thence, North $64^{\circ}-32'-51''$ East, a distance of 125.00 feet; Thence, North $03^{\circ}-10'-00''$ West, a distance of 115.32 feet; Thence, North $36^{\circ}-00'-00''$ East, a distance of 202.96 feet to a point on the Southerly right of way line of Century Boulevard; said right of way line being a curve concave to the North, having a delta angle of $29^{\circ}-52'-47''$, a radius of 1550.00 feet, a chord distance of 799.20 feet and whose center bears North $0^{\circ}-37'-46''$ West; Thence, along the arc of said curve, a distance of 808.32 feet; Thence, North $29^{\circ}-15'-01''$ East, a distance of 10.00 feet; Thence, North $58^{\circ}-50'-23''$ West, a distance of 299.88 feet; Thence, North $60^{\circ}-45'-00''$ East, a distance of 200.11 feet; Thence, South $29^{\circ}-15'-00''$ West, a distance of 490.82 feet; Thence, South $57^{\circ}-46'-20''$ East, a distance of 290.00 feet; Thence, South $45^{\circ}-22'-44''$ East, a distance of 262.34 feet; Thence, due South, a distance of 345.00 feet; Thence, South $56^{\circ}-50'-33''$ East, a distance of 89.88 feet; Thence, South $30^{\circ}-00'-00''$ East, a distance of 329.76 feet; Thence, North $60^{\circ}-00'-00''$ East, a distance of 128.30 feet to the POINT OF BEGINNING.

Containing: 21.94 Acres