

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease") is made and entered into by The Meadows Community Association, Incorporated, a Florida not for profit corporation, hereinafter referred to as the "MCA," and The Meadows Country Club, Inc., a Florida not for profit corporation, hereinafter referred to as the "Club".

WHEREAS, the MCA owns a sports and leisure complex including three golf courses, 17 tennis courts, a wellness center a pool and a clubhouse located at 3101 Longmeadow, Sarasota, FL 34235 (the "Meadows Country Club"); and

WHEREAS, the MCA wishes to contract with the Club to manage, operate and maintain the sports and leisure complex including but not limited to 3 golf courses, 2 golf pro shops, a snack bar, 2 driving ranges, 2 putting ranges and storage facilities for carts; a tennis complex including seventeen (17) tennis courts, tennis pro shop, a restaurant and outdoor deck; swimming pool complex with bathrooms and changing facilities; a wellness center with card room and library, a clubhouse with two (2) restaurants, banquet and lounge facilities, offices, meeting rooms, outdoor decks, locker rooms, maintenance shops and all other areas of the clubhouse building and the grounds including all buildings, roads, common ground, landscaping and parking lots within and on the real property that comprise the Meadows sport and leisure complex.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter specified to be kept and performed by the parties hereto, IT IS HEREBY AGREED by and between the MCA and the Club as follows:

### **1. PREMISES:**

The MCA leases to the Club for the term and upon the conditions and provisions hereinafter specified, and the Club accepts the full responsibility and obligation to manage, operate and maintain the Meadows sports and leisure complex and, in particular, the facilities as referenced in the recitals to this Lease and as noted on Exhibit A, situated on the real property located in the State of Florida, County of Sarasota, as more particularly described on Exhibit B from the Deed (which, prior to closing, constituted the "Club Property"), including but not limited to 3 golf courses, 2 golf pro shops, a snack bar, 2 driving ranges, 2 putting ranges and storage facilities for carts; a tennis complex including seventeen (17) tennis courts with pickleball courts, tennis pro shop, a restaurant and outdoor deck; swimming pool complex with bathrooms and changing facilities; a clubhouse with two (2) restaurants, banquet and lounge facilities, offices, meeting rooms, outdoor decks, locker rooms, maintenance shops and all other areas of the clubhouse building and the grounds including all buildings, roads, common ground, landscaping and parking lots within and on the real property that comprise the Meadows sport and leisure complex, all of which such facilities shall be hereinafter referred to as the "Premises". a The lease shall also include a wellness center until such time as a new MCA Community Wellness and lifestyle Building is complete. Following completion of said new building, which shall be operated by the MCA, fitness operations shall lease a portion of said new building under the terms detailed below.



Upon completion of the new building operated by the MCA, the Club will operate a fitness center including provision of all equipment, staff, and maintenance of said equipment for a monthly fee equal to the full cost of Dickens operations, maintenance, utilities, taxes, assessments, insurance R & M, etc., beginning the first month such new facility becomes operational.

Notwithstanding the foregoing, it is understood and agreed that the Club currently contracts with ICON to provide subject to the oversight and governance by the Club through its Board of Directors said previously mentioned services, together with other operational obligations, pursuant to that certain agreement by and between the Club and ICON (the "ICON Agreement").

The Meadows sports and leisure complex is leased to the Club solely for the purposes specified in this agreement, and the MCA reserves the right, in its sole discretion, to lease or convey portions of the Premises to other parties for other purposes that do not materially or substantially interfere with its use as a sports and leisure complex. By way of illustration, and without limitation, the MCA may lease portions of the Premises for locating, managing, operating, and maintaining cellular towers. The Club shall not sublease any portion of the Premises, and may not use the Meadows sports and leisure complex for any purposes other than those specified in this Lease. The Club shall have no right, title or claim to any lease payments and other compensation received by the MCA for its lease or conveyance of portions of the Premises to other parties.

2. USE OF PREMISES:

The Premises are leased by the MCA to the Club solely for the purposes of managing, operating, and maintaining a sports and leisure complex featuring three (3) golf courses, 17 tennis courts, a pool, a wellness center, driving ranges, pro shops, and golf cart rental facility, for providing golf instruction services, and for providing food and beverage services and other social, recreational and educational programs to its members, their guests and residents of the Meadows. The Club shall not use the Premises for any other purposes without the advance written consent of the MCA, which it may withhold in its sole discretion.

3. TERM:

The term of this agreement shall be for three (3) years, commencing July 1, 2021 ("Commencement Date"), or earlier as may be mutually agreed, and terminating June 30, 2024, except as otherwise provided by this agreement.

4. REVENUES, RENT, FEES, CHARGES, AND REPORTS:

A. Revenues: Fees and all other income generated from golf course, tennis and banquet and restaurant operations by the Club in private business on the Premises shall become the property of the Club from and after the effective date of this Lease.

B. Payments to the MCA: The Club shall pay to the MCA an annual lease fee of \$10.00, plus the monthly fee for the fitness facility as provided for above, and shall be responsible for all such other costs and payments as provided for herein. This shall be inclusive of rent for



golf courses, driving ranges, tennis courts, wellness center, pool, the clubhouse and other buildings on the golf course Premises.

C. Other Conditions:

- The MCA Board Liaisons to the Club who are appointed annually by the MCA board president shall hold two (2) non-voting seats on the Club's board of directors. In addition, the MCA president may appoint one member to each of the Club's standing committees.
- The "ICON Agreement" shall not be terminated or materially altered without prior written MCA approval. The MCA shall receive copies of any notices of defaults under the ICON Agreement and the MCA shall have the right to cure thereunder prior to the Club being declared in default under the ICON Agreement or consent by ICON .
- Annual Budget of the Club must be reviewed and approved by the MCA before being finalized by the Club's Board of Governors.
- Annual Budget of anticipated Capital for the Club to be spent for each fiscal year will be reviewed and approved by the MCA.
- The Club shall maintain such community access programs as are negotiated between the parties, which shall be reviewed and adjusted if necessary on an annual basis.
- MCA Treasurer, Board Liaison and/or other designated MCA representative may review financial reports monthly and have access to other financial information of the Club upon request.
- The MCA will hold confidential all proprietary information of the Club shared with its officers, directors and representatives working with the Club board, management and committees to monitor this agreement or to develop and evaluate new programs and plans for the Club.

5. TAXES, FEES AND LICENSE CHARGES:

The Club shall timely pay all federal state and local fees, taxes, and license charges assessable in connection with the use of the Premises, including the taxes on the real property owned by the MCA.

The Club shall pay the MCA's annual assessment by the due date.

The Club shall also timely pay all fees, charges or costs, if any, for governmental inspections or examinations related to its use or occupancy of the Premises; shall timely pay all license fees and state and any excise taxes, occupation taxes, and sales taxes covering the business



conducted on the Premises; and shall timely pay all taxes on the Personal Property (as defined below in Paragraph 16) of the Club and the Premises.

6. OPERATIONS AND SERVICE:

In managing and operating the Premises, the Club shall be required during the term of this Lease to provide or ensure by contract that the following services are provided on the Premises:

A. The Club shall prepare the application, apply, and assume responsibility for all costs and expenses of the liquor license from the State of Florida. As owner of the Premises, the MCA shall execute any reasonably appropriate documents that may be required in conjunction with such application.

B. No alcohol may be brought on to the Premises by private parties, except as provided for by dining policies and applicable corkage fees. The Club is responsible for patrolling the Premises to enforce this regulation at all times. Notwithstanding the foregoing, the Club management shall have the discretion to permit diners to bring on to the Premises personal wine bottles for special functions for personal consumption (subject to a corkage fee), as provided in accordance with the Club's food and beverage policy.

C. The Club shall maintain as the operating name of the Premises "The Meadows Country Club" throughout the term and any extension of this Lease unless a name change is agreed upon in writing between the MCA and the Club.

D. The Club shall provide notice of changes to membership dues and other operational changes in writing to the MCA by no later than October 1 of the year preceding the changes.

E. The Club shall ensure that the MCA is fully informed at all times of all material developments or events relating to the operation of the Club, including changes in key personnel or the manner of operating the business.

7. UTILITIES:

The Club shall pay all deposits and monthly charges for electricity, water, sewer, natural gas, vehicle fuel, propane, garbage collection, cable television, and all other utilities, including telephones furnished or required at the Premises.

8. IMPROVEMENTS:

A. No alterations, material changes or improvements shall be made to the Premises without the consent of the MCA, which consent shall not be unreasonably withheld, conditioned or delayed, so long as such changes or improvements are consistent with MCA requirements for said facilities or property..

B. Unless otherwise agreed in writing, any alterations or improvements, except trade fixtures, approved by the MCA shall become the property of the MCA upon fixation. Such



alterations or improvements shall be installed solely at the Club's expense unless the MCA expressly agrees in writing to contribute toward the costs thereof.

C. The Club shall obtain all necessary governmental permits and approvals as required to accomplish the approved alterations or improvements and to submit copies of same to the MCA prior to commencing any construction on the Premises.

D. The Club shall maintain records on the costs of alterations or improvements and shall make such records available to the MCA for audit.

E. The Club will pay any and all taxes due on improvements.

9. MAINTENANCE:

A. The Club's Responsibilities: The Club shall provide or contract to provide, sufficient and qualified personnel, supervision, supplies and funding, to perform maintenance to the Premises as follows:

(1) Sports Facilities: Maintenance of all sports and wellness facilities shall be performed in accordance with the ICON Agreement.

(2) Equipment: All equipment will be maintained in good working order at the current condition or better. The Club, directly or by contract, will be responsible for routine maintenance and repairs of the equipment necessary for the operation and maintenance of the Premises.

(3) Buildings: Buildings will be maintained at the same level of condition or greater as received on the Commencement Date hereof for the length of this Lease Agreement. At its cost, either directly or by contract, the Club shall provide maintenance and repair for interior light fixtures, bulbs, kitchen equipment, including dishwashers, walk-in coolers, sinks, toilets, garbage disposals, grease traps, exhaust hoods and associated fire extinguisher systems, sprayers, fry pan. The Club will maintain tables, chairs, carpet, painting, PA systems, burglar and fire alarm systems, telephone system, all furniture and fixtures, and the other interior furnishings and surfaces in the buildings.

(4) Golf Courses: The Club will be responsible for all routine maintenance, sodding, irrigating, mowing, fertilizing and upkeep on the golf courses. The MCA will be responsible for repair of major damage (more than \$10,000 in cost) that is not the result of neglect, mismanagement or misuse of the courses.

(5) ADA Compliance: Compliance with standards required by the Americans with Disabilities Act shall be the responsibility of the Club.

(6) Parking Lots: The Club shall have responsibility to maintain and repair the parking lots as needed.



(7) Golf Course Ponds and Irrigation: The Club, either directly or by contract, will maintain the pumps and motors, mainlines and delivery systems for the irrigation system. The MCA will maintain all ponds on the golf course from top of bank to normal water level.

(8) Building exteriors: The MCA shall provide major maintenance and repair for the exterior of the buildings, including roof, painting, rain gutters, all sewer, water and other utility lines located outside of buildings which are not the responsibility of a particular utility company, and other repairs costing more than \$10,000 per repair which are not a result of any action, omission, negligence or lack of reasonable maintenance on the part of the Club or its employees. The Club shall and maintain and repair HVAC systems, locks and hardware, gutters, minor roof repair problems and all routine maintenance and minor repairs to any part of the exterior of the building.

(9) Pest control and Mold: The Club must perform or contract for performance of termite, bug and mold inspections on a regular basis, as necessary. Remediation plans, if needed, must be included in the Club's budget process.

(10) Landscaping: The Club is responsible for all landscaping within the sports and leisure complex, including on the golf courses and around the core area of the Clubhouse. The MCA is responsible for landscaping in front of the Clubhouse that is in the Longmeadow right-of-way, including the entrance medians. The MCA will also maintain the landscaped areas of all golf cart crossings that are in the right-of-way and run parallel to MCA roadway.

(11) The Club shall submit an Architectural Application for all trees removed and replace trees in accordance to the MCA tree policy.

#### 10. MCA'S RESPONSIBILITIES:

During the term of this agreement, the MCA's responsibilities shall be as follows:

A. To monitor and evaluate the Club's performance as needed for compliance with the terms of this Lease.

B. To perform inspections at least annually but no more than FOUR (4) times per year, at reasonable times and with reasonable prior notice.

C. To provide reasonably adequate funds for capital programs or projects as agreed upon by the MCA and the Club.

#### 11. REPRESENTATIONS AND LIEN PROHIBITION:

The Club shall keep the Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Premises. At the MCA's request, the Club shall furnish the MCA written proof of payment, or evidence that such claims are being protested in



good faith, of any item, which would, or might, constitute the basis for such a lien or encumbrance on the Premises, if not paid. As provided in Section 713.10, Florida Statutes, the interest of MCA in the Premises shall not be subject to liens for improvements made by Club, and the Club shall notify any contractor making such improvements of this provision. An appropriate notice of this provision may be recorded by MCA in the Public Records of Sarasota County, Florida, without the Club's joinder or consent, in accordance with said statute, without Lessee's joinder or consent.

12. CONTINUOUS OPERATION:

A. The Club shall keep the various areas of the Premises open, and use those areas to transact business with the members/public, daily during hours in which golfing, tennis and social activities may be normally expected to occur.

B. Hours of operation for food and beverage will be coordinated by the Club, with the intention of providing reasonable daily service.

C. Subject to the MCA approval, the Club may, upon posted written notice to the public of TEN (10) days, close the clubhouse, snack bar and/or pro shop areas of the sports and leisure complex for a reasonable period of time for repairs or remodeling, taking inventory, or to accommodate construction of public improvements as authorized elsewhere in this Lease. The Club is not required to provide notice, or receive the MCA approval of closures due to fire, vandalism, weather or acts of nature or mechanical failures.

D. The Club may close the entire Premises, or parts thereof; without the MCA approval or prior notice, when weather conditions are such the course is not playable or likely to sustain damage if play occurred.

13. ACCESS TO BOOKS AND RECORDS:

The MCA, or its agents, shall have the right at reasonable times to examine and audit books and records of the Club bearing upon or connected with the business conducted upon the Premises to the extent necessary to determine compliance with the applicable revenue provisions of this Lease.

14. PHOTOGRAPHS AND PROMOTION:

A. Either party shall have the right, without liability to the other, to make photographs or motion pictures of the Premises, activity therein, and/or displays or exhibits.

B. Joint marketing and communications team will continue to coordinate efforts for the promotional material for MCA and for The Meadows Country Club.

C. The Club will be provided access as specified by the MCA to the communications vehicles of the MCA for the purposes of promoting its programs and events in the Meadows Community.

15. ASSIGNMENT OF CONTRACT/SUBCONTRACTING:



A. The Club shall not subcontract, assign, encumber, or transfer this agreement nor otherwise convey any leasehold right or privilege granted hereunder or any part of the Premises unless the written consent of the MCA be first obtained, which consent shall not be unreasonably withheld. Neither this Lease nor any right, privilege or interest therein or there under shall be transferable by operation of law or by any process of proceeding of any court.

B. The Club shall be responsible for the standards of performance of any subcontractor approved by the MCA. The Club shall assure the work or services performed by any subcontractor shall satisfy the terms of this agreement. The Club agrees no subcontractor shall relieve the Club of any obligations under this Lease.

C. The Club shall not acquire any debt beyond those expenses and accounts payable that are ordinarily and customarily incurred in doing business without first obtaining written permission from the MCA. This includes loans from financial institutions, vendors or other parties. **The Club may make intra club cash management arrangement with members to facilitate operational requirements provided such arrangements in no way impair the rights of the MCA nor its claim on an property or revenues of the Club.**

#### 16. CONDITION OF PREMISES UPON TERMINATION:

Upon termination or expiration of this Lease, the Club shall leave the Premises in as good a condition as at the date of execution of this Lease, except for the effects of reasonable wear and tear, alterations and repairs made with the concurrence of the MCA, and property damage due to fire, wind, storm or other natural causes, and other perils insured in contracts or policies of fire, extended coverage and vandalism insurance in current practice.

Except in the ordinary course of business, the Club shall not have the right to sell, lease, transfer, lien, encumber, convey or assign any of the Personal Property (as defined below) owned by the Club and located on the Premises. In the event the Club is in default hereunder, or if this Lease is terminated for any reason, all of the equipment, furniture, furnishings, inventory and other personal assets of the Club on the Premises (the "Personal Property") shall become the property of the MCA. In addition, the MCA shall have the right to sell all clubs, carts and other property of members stored on the Premises, with notice to the Club, after it has been stored for a period of THIRTY (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, and third to the payment of any other amounts which may then be due from the Club to the MCA, and the balance, if any, shall be paid to the Club.

#### 17. INSURANCE:

A. The Club shall maintain fire, wind and other perils insurance on the buildings, facilities, improvements and equipment located on the Premises, which shall have MCA as named insured. The Club shall also maintain E & O Liability Umbrellas coverage which names the MCA as a named insured. The MCA shall be named as Named Insured and the buildings shall be insured for replacement value with value set after a review every three years.



B. Prior to the Commencement Date of this Lease, the Club shall, at its own expense, obtain and file with the MCA a certified copy of a valid, full policy of commercial general liability insurance, which must be approved by the MCA as to form and coverage, and which policy fully protects the MCA from any and all claims and risks in connection with the Club's operation of activities upon or use or occupation of the Premises, as well as any and all claims and risks in connection with any activity performed by the Club by virtue of the rights granted pursuant to this Lease. Such liability insurance policy must be written on an occurrence form, underwritten by an A XI rated carrier by AM Best with limits of \$1,000,000 per occurrence, \$2,000,000 General Aggregate, \$2,000,000 Products and Completed Operation and must specifically name the MCA as an additional insured party thereunder as evidenced by an endorsement to the policy. Club shall provide the MCA with a certificate of insurance and additional insured endorsement on ISO form 2010 or on the combination of ISO form CG2010 10 01 and CG2037 or equivalent forms naming the MCA as an additional insured. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to the MCA. The coverage available to the MCA shall not be less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$2,000,000 Products and Completed Operations Aggregate and \$1,000,000 Personal and Advertising Injury. Such insurance shall cover liability arising from premises, operations, products and completed operation including the tort liability of another assumed in a business contract. There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. The Club shall purchase and maintain liquor liability with minimum limits of TWO MILLION DOLLARS (\$2,000,000.00) per occurrence. The Club shall purchase and maintain automobile liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000.00) combined single limit. Provided, that the MCA may raise said minimum limits declaring such increase necessary to adequately protect the MCA, and further provided any year-to-year increase may not exceed TWENTY PERCENT (20%). The Club shall purchase a separate policy covering pollution with a limit of \$1,000,000 and a \$25,000,000 umbrella policy.

C. The Club shall maintain Directors and Officers coverage on its board members and officers as well as the directors and officers of the MCA. The insurance coverages and requirements of the Club as set forth herein in subparagraph B. and C. are collectively referred to as the "Club's Required Insurance."

D. The Club shall provide certificates of insurance required by this Lease within TEN (10) days of the execution of this Lease, and on or prior to the annual renewal date of each successive year of the Lease term

E. Said insurance policies shall remain in full force and effect at the Club's sole expense throughout the entire term of this Lease and such policies or endorsements thereto must contain the following provisions:

(1) The coverage provided by the Club's Required Insurance to the MCA or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least SIXTY (60) days written notice to the MCA.



(2) The failure of the Club to comply with the provision of the Club's Required Insurance, as provided in this Section 17, shall subject this Lease to termination as provided herein. Notwithstanding the foregoing, it is understood and agreed by the MCA and the Club that the parties do not intend to require commercially unreasonable insurance in terms of deductibles, coverage or terms and both parties hereto agree to mutually cooperate in order to obtain the most commercially reasonable insurance with the best coverage and terms, currently offered within the Sarasota insurance market.

18. CASUALTY OR LOSS TO PREMISES:

A. In the event of a total or partial loss of the Premises, or facilities thereon, from any perils insured against under the MCA's required insurance coverage, the MCA shall have the option to either rebuild said Premises, or make distribution of such settlement funds between the MCA and the Club, as their respective interests shall be determined at the time of such loss. The MCA shall notify the Club of its decision within SIXTY (60) days of said loss. Respective interest as set forth in this section is specifically understood to be subject to the arbitration procedure(s) contained in this Lease. In the event the MCA elects not to rebuild the Premises, the Club may terminate this Lease by giving notice to the MCA within THIRTY (30) days of the MCA's election to build or not rebuild. In the event of such termination, neither party shall be further obligated to the other or otherwise liable under the terms of this Lease.

B. In the event that the Premises or a substantial portion thereof are rendered unusable by a hurricane, tropical storm, act of war, or other extraordinary casualty destroying or damaging the Premises, either party may terminate this Lease by giving notice to the other party within THIRTY (30) days after such conditions are discovered. Neither party shall be required to restore or reconstruct the Premises, in part or in whole.

19. WAIVER OF SUBROGATION:

The MCA and the Club hereby agree to release and relieve the other and its agents and waive their entire claim of recovery against each other from any loss, damage, or injury arising out of or incident to any of the perils included in or covered by contracts or policies of fire, extended coverage, and vandalism insurance in current practice owned by the parties to the extent said loss is covered by such policies, whether due to the negligence of either of the parties, their agents, or employees, or otherwise.

20. INDEMNIFICATION:

A. The Club hereby agrees to defend, indemnify and hold harmless the MCA, its appointed and elected officers, and its agents and employees, from and against all loss or expense, including but not limited to, judgments, settlements, attorney's fees, and costs by reason of any and all claims and demands upon the MCA, its appointed and elected officers, and its agents and employees, for damages because of personal or bodily injury including death at any time resulting there from, sustained by any person or persons and on account of damage to property including



loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due to the negligence of the Club, the MCA, its appointed and elected officers, employees or their agents. Such indemnity shall not include claims arising out of or the result of the sole negligence or intentional act of the MCA, its appointed and elected officers, employees or agents, but shall include but not be limited to, any liability as may arise or occur from concurrent, contributing, or joint actions or omissions of the Club to the MCA.

B. The Club hereby agrees to defend, indemnify, hold harmless the MCA, its appointed and elected officers, and its agents and employees against any and all claims, costs, judgments and awards, including claims by the Club's own employees, arising out of the acts or omissions of the Club, its principals, or its agents or employees.

The Club agrees to defend, indemnify, and hold harmless the MCA, its appointed and elected officers, and its agents and employees against any and all claims, costs, judgments and awards; including claims by the Club's own employees, if any, arising out of the MCA's ownership or control of the Premises, the Club's exercise of the rights granted herein, or use of the Premises by the Club.

C. The MCA, its appointed and elected officers, and its agents and employees, shall not be liable for any injury or death to any person(s) or for damage to any property, regardless of how such injury, death, or damage be caused, sustained, or alleged to have been sustained by the Club or others as a result of any of the following:

(1) Any condition, including existing or future defects, on the Premises, excluding latent defects on the Premises;

(2) Any occurrence whatsoever arising from or related in any way to the Premises, the Club's use and occupancy of the Premises, or the Club's use of the property adjacent thereto; or

(3) Any actions of the public in or about the Premises. All Personal Property on the Premises shall be at the risk of the Club and the MCA shall have no responsibility or liability for such Personal Property.

D. In the event of suit against the MCA, The Club agrees to appear and defend the same, provided the Club is notified in writing, within THIRTY (30) days of the suit. In the event judgment is rendered against the MCA, the Club will cause the same to be satisfied within NINETY (90) days after a final determination thereof (after all appeals have been exhausted).

E. Nothing in the foregoing shall be construed to mean the Club is to be precluded, or prevented, from initiating suit against the MCA for recovery of any expenses or damages caused by the sole negligence or intentional act(s) or inactions of the MCA or its officers or directors.

F. The Club shall indemnify and hold harmless the MCA, its appointed and elected officers, and its agents and employees, from and against all claims, damages, losses and expenses, fees and charges of attorneys and court costs, arising out of or resulting from hazardous waste,



pollutants or environmental contamination caused either by the Club or its agents, or at the direction of the Club. Any expenses associated with remedial actions to satisfy any environmental issues resulting from the actions of the Club or its agents, will be the sole responsibility of the Club. Any expenses incurred by the MCA for such environmental remediation will be fully reimbursed by the Club.

G. These indemnification provisions extend to claims, which arise out of, or related to, or are based upon the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkali, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or water course, (c) objects, or (d) any tangible or intangible matter, whether sudden or not.

H. Should the Club leave or otherwise vacate the Premises, the Club shall certify to the MCA in writing to the best of the Club's knowledge that said Premises are free and clear of any and all hazardous waste, pollutants and contamination.

21. ASSUMPTION OF RISK: The Club assumes the risk of damage to its Personal Property located on the Premises. The Club covenants not to bring suit, and releases and waives any and all claims against the MCA, its appointed and elected officers, and its agents and employees for damage to or destruction of the Personal Property of the Club caused by or arising out of the errors or omission of the MCA, its appointed and elected officers, and its agents and employees, except to the extent any such damage or destruction is caused by or arises from the willful and/or malicious action on the part of the MCA.

22. LEASE EXTENSION:

If the parties so desire and as long as the Club is in full compliance with its obligations to the MCA under the terms of this Lease, The MCA may extend the term of the Lease at the Club's written request under terms and conditions mutually agreed upon by the Club and the MCA.

If the Club remains in possession of the Premises after the expiration of this Lease with the consent of the MCA, such possession shall create a month-to-month tenancy on the terms herein specified under this Lease which thereafter may be terminated at any time by either party upon THIRTY (30) days written notice to the other party of such intention to terminate.

23. ARBITRATION:

A. Should the MCA and the Club have a dispute regarding specific performance, or as to any alleged default or deficiency except payment of rent or production of insurance coverage, or any provision of this Lease Agreement, either party may request the dispute be submitted to binding arbitration.

B. The arbitrator shall be selected by the parties from a panel of SEVEN (7) qualified arbitrators, such panel to be requested from the American Arbitration Association. If an arbitrator



cannot be mutually agreed to by the parties, selection will be determined by each party alternately striking an arbitrator until only one arbitrator remains.

C. All costs of the arbitration shall be shared equally by the parties, except fees of legal representatives, expert witnesses, etc.

D. The MCA and the Club agree the arbitrator shall establish the procedures, rules, methods, and processes for the dispute resolution, and the parties agree to cooperate with the arbitrator in good faith to establish the facts necessary to resolve the dispute. The parties agree that, without mutual consent to extend the time, this dispute resolution procedure shall conclude not more than THIRTY (30) days after its initiation.

#### 24. WORKER'S COMPENSATION:

A. The Club agrees that all persons furnishing services pursuant to this Lease Agreement, either directly or by contract, are for purposes of workmen's compensation liability (if not provided pursuant to the ICON Agreement), employees solely of the Club and not employees of the MCA. The Club shall bear the sole responsibility and liability for furnishing workmen's compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of the Club pursuant to this agreement. The Club agrees to provide and maintain workmen's compensation insurance in amounts required by state law.

B. The Club shall provide a certificate(s) of worker's compensation insurance as applicable or as required within TEN (10) days of the execution of this Lease Agreement or documentation as to such insurance as provided under the ICON Agreement, and prior to March 1 of each successive year of the term of this Lease.

#### 25. INDEPENDENT CONTRACTOR STATUS:

This Lease is not intended, and should not be construed, to create a relationship of agent, servant, employee, joint venture, or association as between the MCA and the Club, or any of the Club's employees, agents, contractors, or vendors, if any. The Club shall at all times be considered an independent contractor with respect to its relationship with the MCA under this Lease Agreement.

#### 26. ADDRESSES FOR NOTICES:

Unless otherwise directed in writing, notices shall be by regular and certified mail-return receipt requested, and shall be made:

To the MCA at the following address:  
Frances Rippcondi, General Manager  
Meadows Community Association Incorporated  
2004 Longmeadow  
Sarasota, FL 34235



and

To the Club at the following address:

Tony Johnson, General Manager  
The Meadows Country Club, Inc.  
3101 Longmeadow  
Sarasota, Florida 34235

Notices sent out by mail shall be deemed given on the date of the postmark affixed by the United States Post Office.

27. WAIVER:

No waiver, modification or amendment of any term or condition of this Lease shall be effective unless in writing. This Lease shall not be qualified, modified or supplemented by course of dealing, usage of trade or course of performance. The consent of either party in any variation of the terms of this Lease shall not be construed as a permanent waiver as to any subsequent breach of the same or any of the covenants herein contained.

No waiver or forbearance of any breach of any term or condition of this Lease shall be construed to be a waiver or forbearance of any other or subsequent breach of this same, or of any other, term or condition, and the acceptance of any performance hereunder or payment of any sum of money after the same has become due, or at a time when any other default exists hereunder, shall not constitute a waiver of the right to demand payment of all sums owing, or a waiver of any other default then or thereafter existing.

28. BANKRUPTCY:

If the Club commences any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, readjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, all of equipment, furniture, furnishing and other Personal Property of the Club contained in the Premises shall become the property of the MCA.

29. MISCELLANEOUS:

A. As used in this Lease, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.

B. Paragraph headings have been included for the convenience of the parties and shall not be considered a part of this Lease for any purpose relating to construction or interpretation of the terms of this Lease.



C. The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the legal representatives and proper assigns and successors of the parties.

D. This Lease is intended to constitute the entire, final and complete agreement of the parties pertaining to the leasing of said Premises, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as said Premises are concerned.

E. In the event of litigation between the parties hereto, declaratory or otherwise, in connection with this Lease, the venue for any such action shall be Sarasota County, Florida, and the prevailing party shall recover its costs and attorney's fees actually incurred, including for appeals, which shall be determined and fixed by the court as part of the judgment.

F. The Club shall comply with all applicable federal or state laws and the MCA declarations and restrictive covenants.

G. If the last day for performance of any of the provisions of this agreement, during a stated period of days, shall fall upon a Saturday, Sunday or holiday observed by the MCA, the final day for performance shall be the following weekday at 5:00 p.m. on which both parties would normally be open for the conduct of business.

H. The Club shall conduct its business (either directly or through contract) in such a manner that assures fair, equal and nondiscriminatory treatment at all times in all respects to all persons without regard to race, color, religion, sex, age, sexual orientation, or national origin. No person shall be refused service, be given discretionary treatment, or be denied any privilege, use of facilities, or participation in activities on the Premises because of race, color, religion, sex, age, sexual orientation, or national origin.

I. Exhibits A, B and C are attached to this agreement and by this reference made a part hereof.

IN WITNESS WHEREOF, the parties have executed this agreement this 19<sup>th</sup> day of May, 2021.

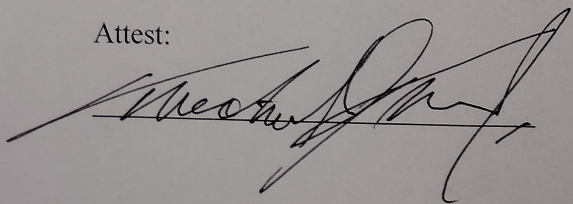
MCA:

THE MEADOWS COMMUNITY  
ASSOCIATION, INCORPORATED, a Florida  
not for profit corporation

By: 

Jan Lazar, as its President

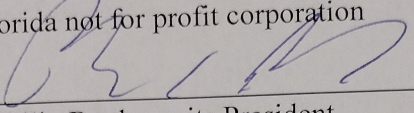
Attest:



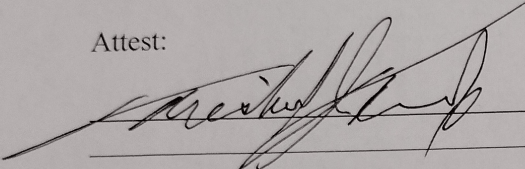


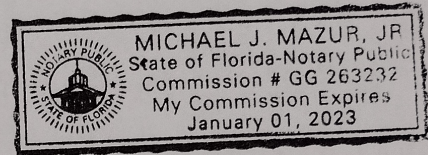
CLUB:

THE MEADOWS COUNTRY CLUB, INC.,  
a Florida not for profit corporation

By:   
Philip Boyle, as its President

Attest:





STATE OF FLORIDA  
COUNTY OF Sarasota

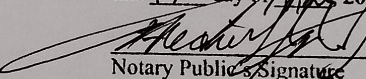
Sworn to (or affirmed) and subscribed before me  
this 17 day of May, 2022, by Philip Boyle  
 Michael J. Mazur, Jr.  
Notary Public's Signature Notary Name  
Personally Known X OR  
Type of Identification Produced \_\_\_\_\_



Exhibit "A"  
Facilities

Three (3) golf courses, Two (2) golf pro shops, a snack bar, Two (2) driving ranges, 2 putting ranges and storage facilities for carts; a tennis complex including seventeen (17) tennis courts, tennis pro shop, a restaurant and outdoor deck; swimming pool complex with bathrooms and changing facilities; a wellness center with card room and library, a clubhouse with two (2) restaurants, banquet and lounge facilities, offices, meeting rooms, outdoor decks, locker rooms, maintenance shops and all other areas of the clubhouse building and the grounds including all buildings, roads, common ground, landscaping and parking lots within and on the real property that comprise the Meadows sport and leisure complex,