

PARKER COMMONS OFFICE PARK

13411 - 21 & 13461 Parker Commons Blvd
Fort Myers, FL 33912



For More Information Contact:

Paul Sands, x177

Tiffany Martin, x198

psands@vipcommercial.com

tmartin@vipcommercial.com

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FOR LEASE

PARKER COMMONS OFFICE PARK

13461 Parker Commons Blvd • Fort Myers, FL 33912

ONE YEAR FREE BASE RENT



PROPERTY FEATURES

- Beautiful Class A office park located off Daniels Parkway, adjacent to Cross Creek Country Club.
- Unit sizes from 2,200± SF. Landlord will build out space to Tenant's specs.
- Just minutes to I-75 and Southwest Florida International Airport and the new Gulf Coast Hospital which is scheduled to open in 2009.
- Zoned CPD – Commercial Planned Development, Lee County
- County water and sewer
- Strap #21-45-25-15-00000.00CE
- \$20.00 PSF for Tenant Improvements
- **LEASE RATE: \$12.00 PSF PLUS CAM**



For More Information Contact:

PAUL SANDS

239.489.3303, x177

Fax: 239.437.7277

psands@vipcommercial.com

TIFFANY MARTIN

239.489.3303, x198

Fax: 239.437.7256

tmartin@vipcommercial.com

www.paulsands.com

VIP Commercial – TCN Worldwide
13131 University Drive
Fort Myers, Florida 33907

Phone 239.489.3303

Fax 239.437.7299

Toll Free 1.866.308.9170

www.vipcommercial.com

vipcommercial
Licensed Real Estate Broker

TCN
WORLDWIDE

10730 | 1365 | 14822668

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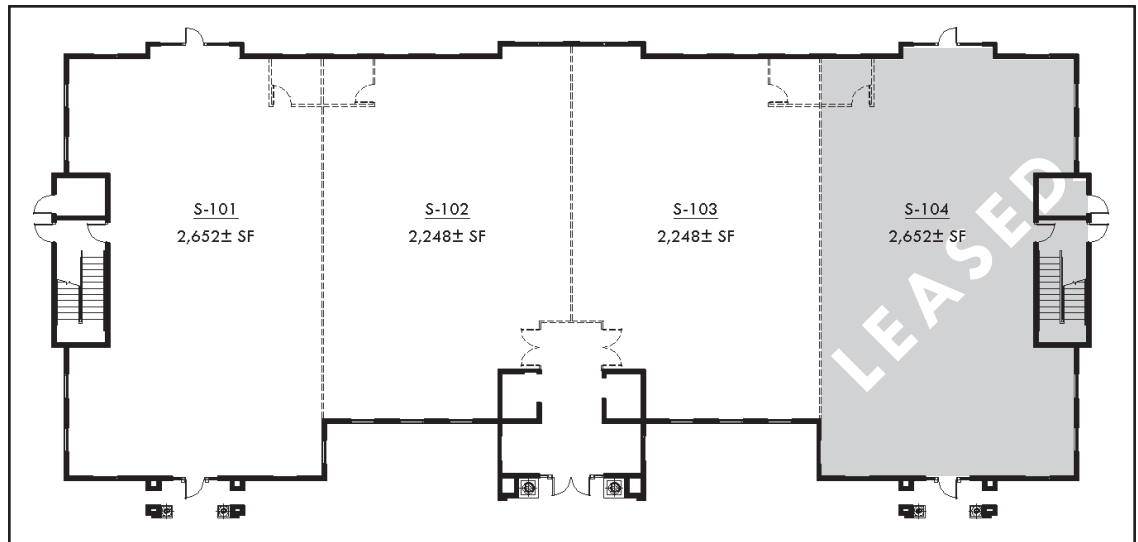
TCN
WORLDWIDE

FOR LEASE

PARKER COMMONS OFFICE PARK

13461 Parker Commons Blvd • Fort Myers, FL 33912

ONE YEAR FREE BASE RENT



BUILDING 2, FLOOR 1 – 9,800± SF

13461 Parker Commons Boulevard

UNIT	SIZE	PRICE
S-101	2,652± SF	\$12.00 PSF + CAM
S-102	2,248± SF	\$12.00 PSF + CAM
S-103	2,248± SF	\$12.00 PSF + CAM
S-104	2,652± SF	LEASED

BUILDING 2, FLOOR 2 – 8,848± SF

13461 Parker Commons Boulevard

UNIT	SIZE	PRICE
S-201	2,219± SF	\$12.00 PSF + CAM
S-202	2,219± SF	\$12.00 PSF + CAM
S-203	2,205± SF	\$12.00 PSF + CAM
S-204	2,205± SF	\$12.00 PSF + CAM

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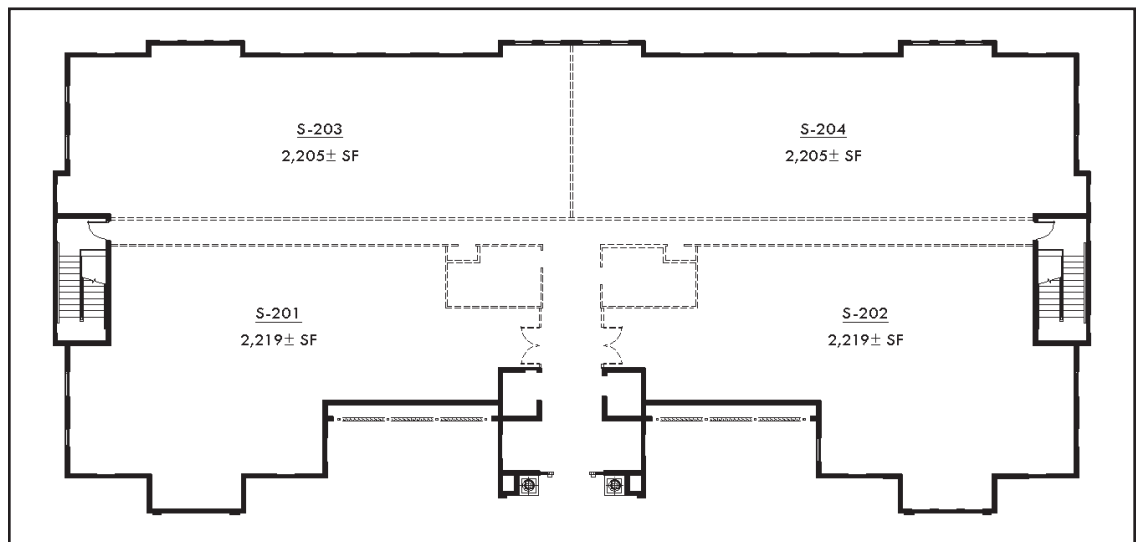
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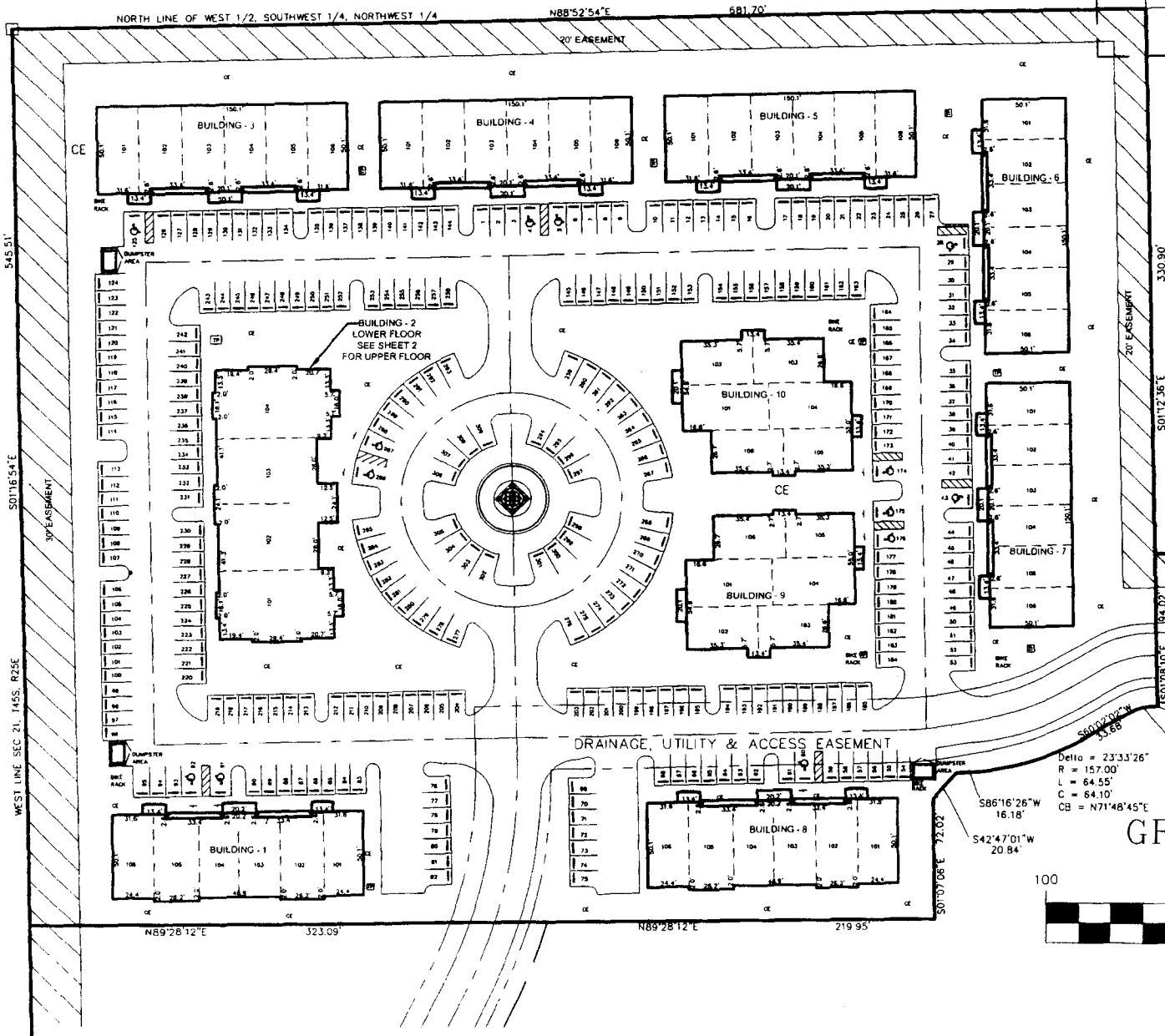
PARKER COMMONS OFFICE PARK SITE PLAN



Boundary and Plot Plan

PARKER COMMONS, OFFICE PARK A CONDOMINIUM

CONDOMINIUM BOOK _____
PAGE _____



NOTES:

CE = COMMON ELEMENT
1 = PARKING SPACE INDIVIDUAL SPACES ASSIGNED BY THE ASSOCIATION BECOME LIMITED COMMON ELEMENTS

LEGAL DESCRIPTION:

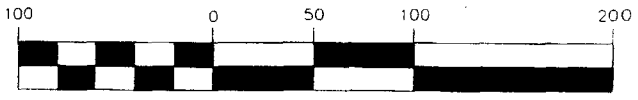
TRACT "A", PARKER COMMONS, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED AT INSTRUMENT NUMBER 200600031434-3, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Joseph S. Boggs DATE: 8/10/06
JOSEPH S. BOGGS
PROFESSIONAL SURVEYOR AND MAPPER
P.S.M. 3516, STATE OF FLORIDA

Delta = 23°33'26"
R = 157.00'
L = 64.55'
C = 64.10'
CB = N71°48'45"E

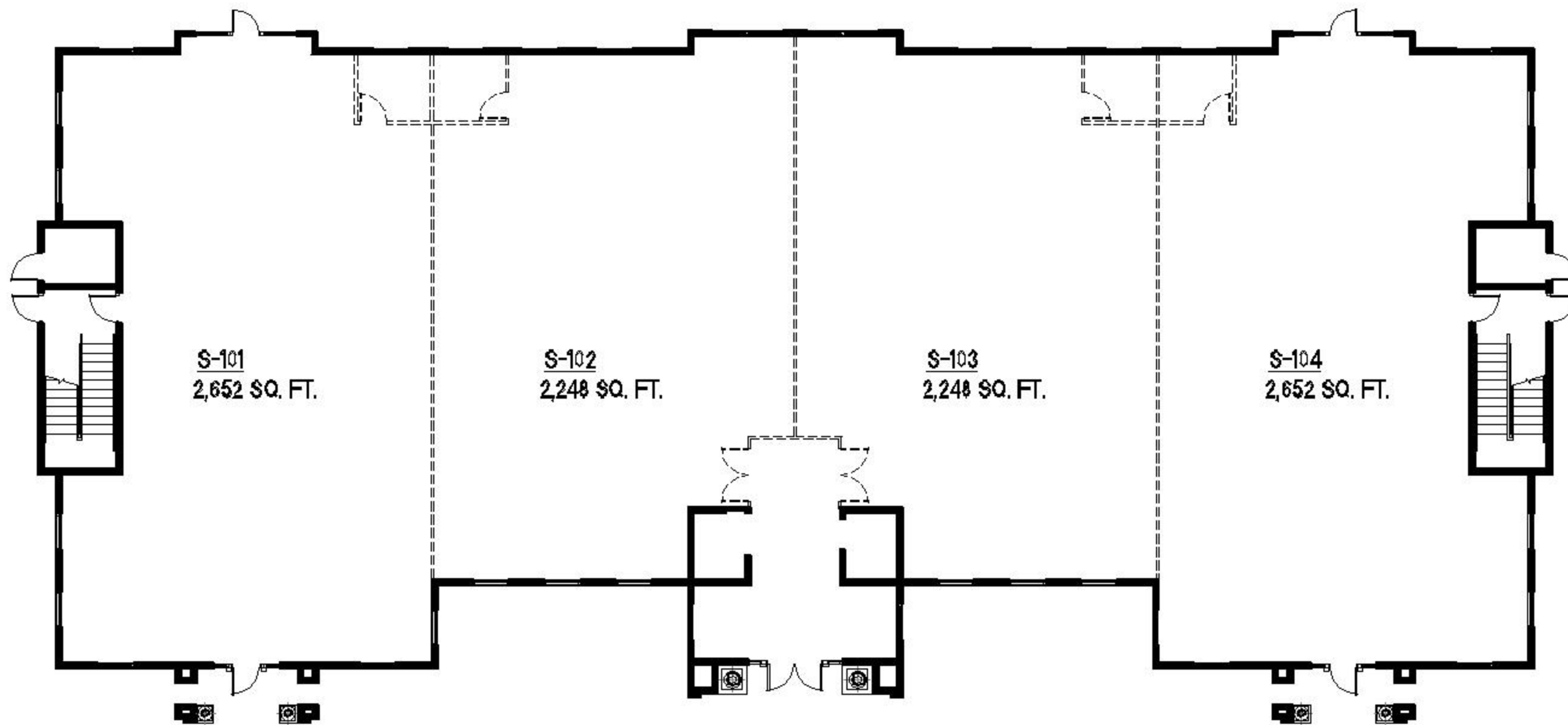
Delta = 28°39'42"
R = 28.00'
L = 14.01'
C = 13.86'
CB = S74°21'53"W

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

EXHIBIT A

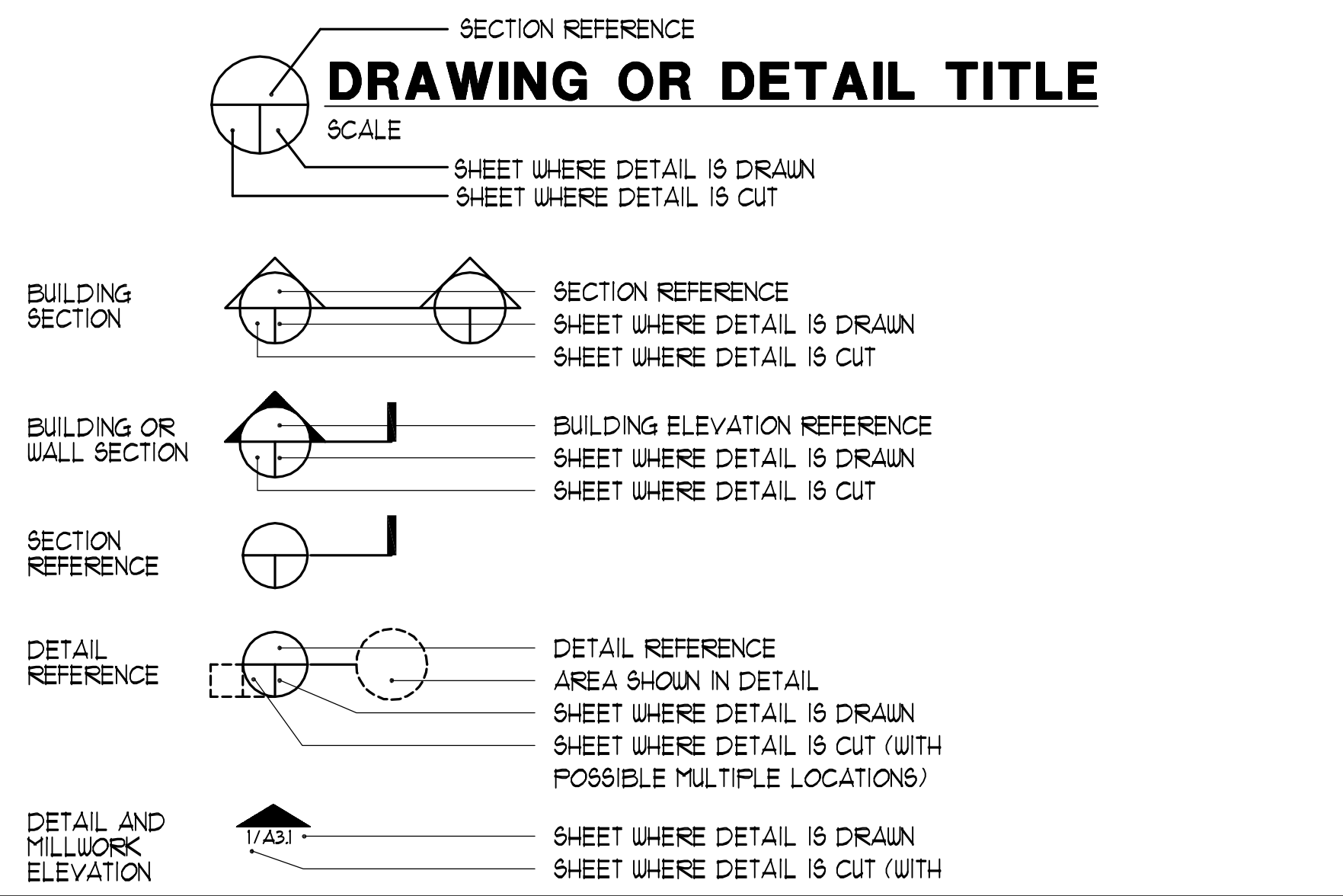


BUILDING 2 (TYPE II) - FLOOR 1

- NOTES:**
- ALL DIMENSIONS AND SPECIFICATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHOUT NOTICE.
 - ALL HALLWAYS, STAIRS, ELEVATORS AND OTHER AREAS ON THIS FLOOR, OTHER THAN THE UNITS AND THE PATIOS, ARE COMMON ELEMENTS.
 - CHASE AND COLUMNS WITHIN EACH UNIT ARE COMMON ELEMENTS.
 - ALL PATIOS AND TERRACES ARE LIMITED COMMON ELEMENTS.

LEASEABLE AREA:	
S-101:	2,652 SQ. FT.
S-102:	2,248 SQ. FT.
S-103:	2,248 SQ. FT.
S-104:	2,652 SQ. FT.
TOTAL=	9,800 SQ. FT.

REFERENCE INDICATORS



AREA

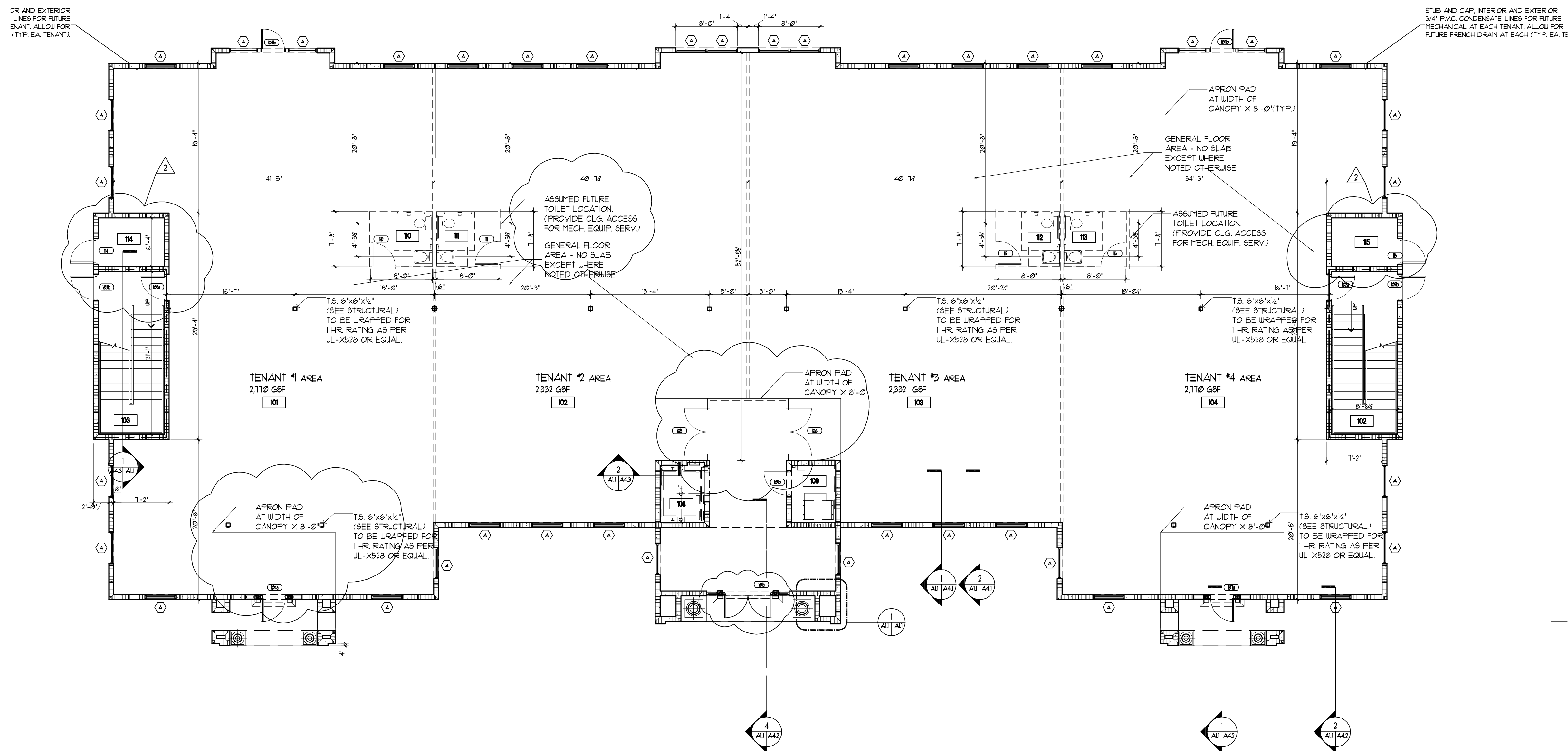
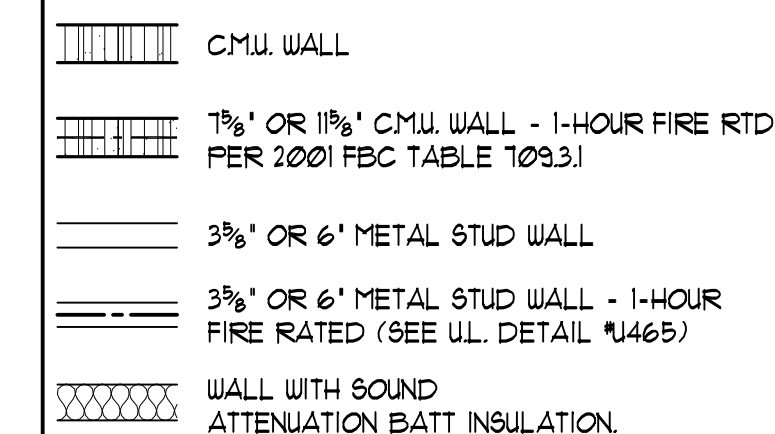
TENANT #1	2,110
TENANT #2	2,332
TENANT #3	2,332
TENANT #4	2,110
TOTAL	10,204

TOTAL 10,822.51 SF GROSS

GENERAL NOTES

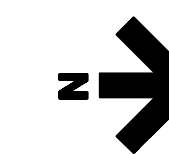
1. THE CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION AND SHALL COORDINATE THE WORK OF ALL TRADES. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT.
2. UNLESS OTHERWISE INDICATED, EXTERIOR DIMENSIONS ARE TO OUTSIDE FACE OF SHEATHING, CMU OR BRICK AND CENTERLINE OF STRUCTURAL COLUMNS. INTERIOR DIMENSIONS ARE TO FACE OF CONC., CMU OR STUD. WALL THICKNESSES SHOWN ARE ACTUAL.
3. ALL BUILT-IN WOOD NAILERS, BLOCKING AND PLYWOOD CONCEALED IN THE FINISHED CONSTRUCTION SHALL BE FIRE RETARDANT TREATED, UL LABEL. MEMBERS IN CONTACT WITH THE MASONRY OR CONCRETE OR CONCEALED WITHIN THE EXTERIOR WALL OR ROOF ASSEMBLIES SHALL BE EXTERIOR GRADE FIRE RETARDANT TREATED, UL LABEL PER SPECIFICATIONS.
4. SEE CIVIL DRAWINGS FOR FINISH FLOOR AND GRADE ELEVATIONS, SIDEWALK, CURBS, ETC.
5. ONLY APRON PADS INDICATED ARE TO BE POURED IN THIS PHASE OF CONSTRUCTION. POUR SHALL INCLUDE MAIN LOBBY AREA, INCLUDING 8' INTO THE INTERIOR SPACE.
6. FIRE PROTECTION SYSTEM DESIGN, EQUIPMENT, ENGINEERING AND PERMITTING SHALL BE PROVIDED BY A LICENSED CONTRACTOR.

WALL TYPE LEGEND



MAS. WALL DETAIL

SCALE: 1/8"=1'-0"



FIRST FLOOR PLAN

SCALE: 1/8"=1'-0"

REVISIONS

REV. 1-11-05	REM1
PREMIT REV. 1-26-05	REM1
OWNER REV. 8-11-05	REM1

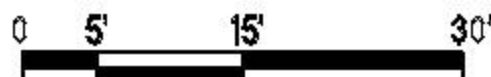
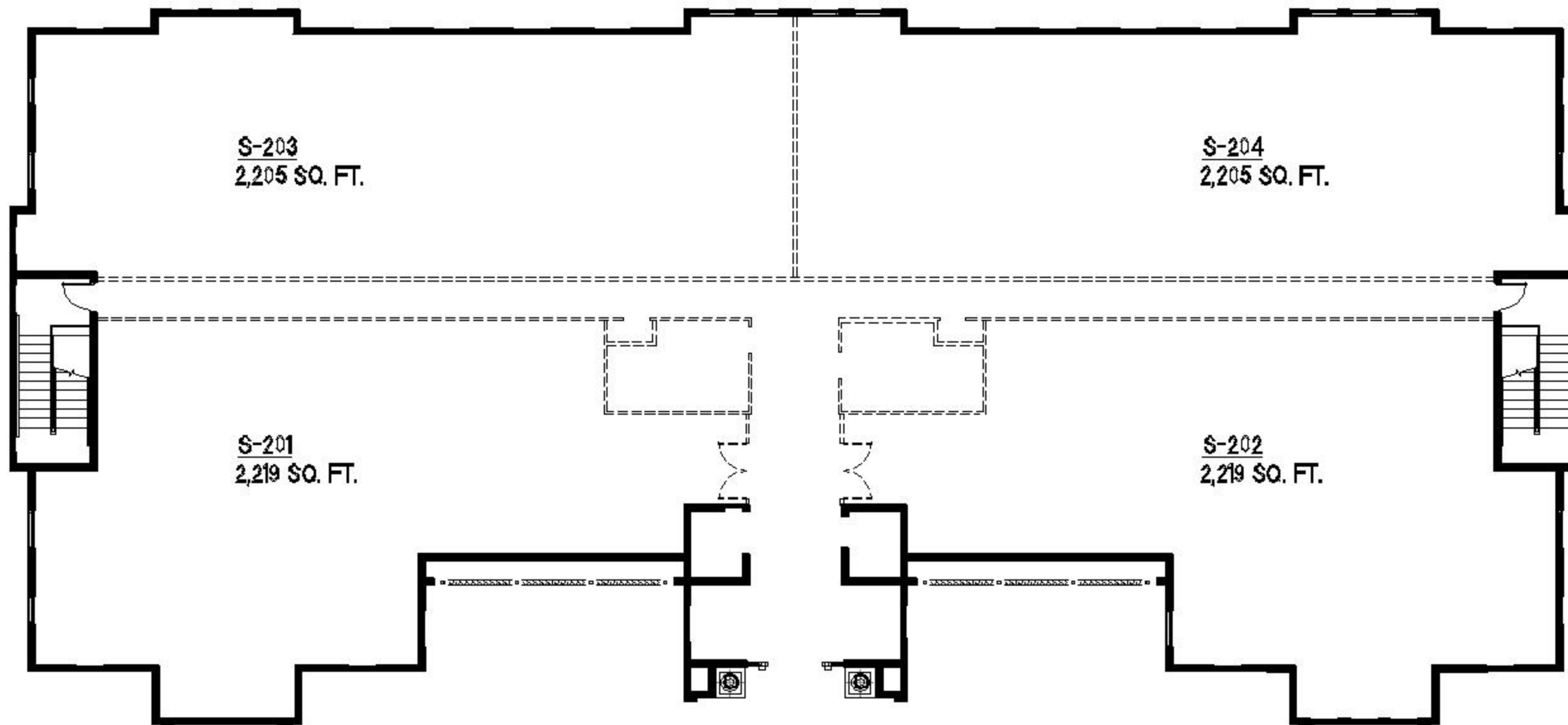
CONSTRUCTION DOCUMENTS FOR
21,000 SF, TYPE II BUILDING
PARKER COMMONS OFFICE PLAZA
FORT MYERS, FLORIDA

SHEELEY ARCHITECTS
INCORPORATED
 UNIVERSITY PARK FINANCIAL CENTER
 7800 UNIVERSITY POINTE DRIVE, SUITE 400
 FORT MYERS, FLORIDA 33907
 PHONE (239) 482-2121 FAX (239) 482-1225
 # AA2319



JOB:	0404
DATE:	08-26-04
DRAWN BY:	AER
CAD REF:	X404FLR

SHEET A1.1



BUILDING 2 (TYPE II) - FLOOR 2

LEASEABLE AREA:	
S-201:	2,219 SQ. FT.
S-202:	2,219 SQ. FT.
S-203:	2,205 SQ. FT.
S-204:	2,205 SQ. FT.
TOTAL=	8,848 SQ. FT.



NOTES:
 -ALL DIMENSIONS AND SPECIFICATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHOUT NOTICE.

- ALL HALLWAYS, STAIRS, ELEVATORS AND OTHER AREAS ON THIS FLOOR, OTHER THAN THE UNITS AND THE PATIOS, ARE COMMON ELEMENTS.

- CHASE AND COLUMNS WITHIN EACH UNIT ARE COMMON ELEMENTS.

- ALL PATIOS AND TERRACES ARE LIMITED COMMON ELEMENTS.

REVISIONS	
REV. 1-1-05	REV1
PERMIT REV. 1-26-05	REV1
PERMIT REV. 2-23-05	REV1
OWNER REV. 8-1-05	REV1

CONSTRUCTION DOCUMENTS FOR
21,000 SF, TYPE II BUILDING
 PARKER COMMONS OFFICE PLAZA
 FORT MYERS, FLORIDA

SHEELEY ARCHITECTS
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 7800 UNIVERSITY POINTE DRIVE, SUITE 400
 FORT MYERS, FLORIDA 33907
 PHONE (239) 482-2121 FAX (239) 482-1225
 # AA239



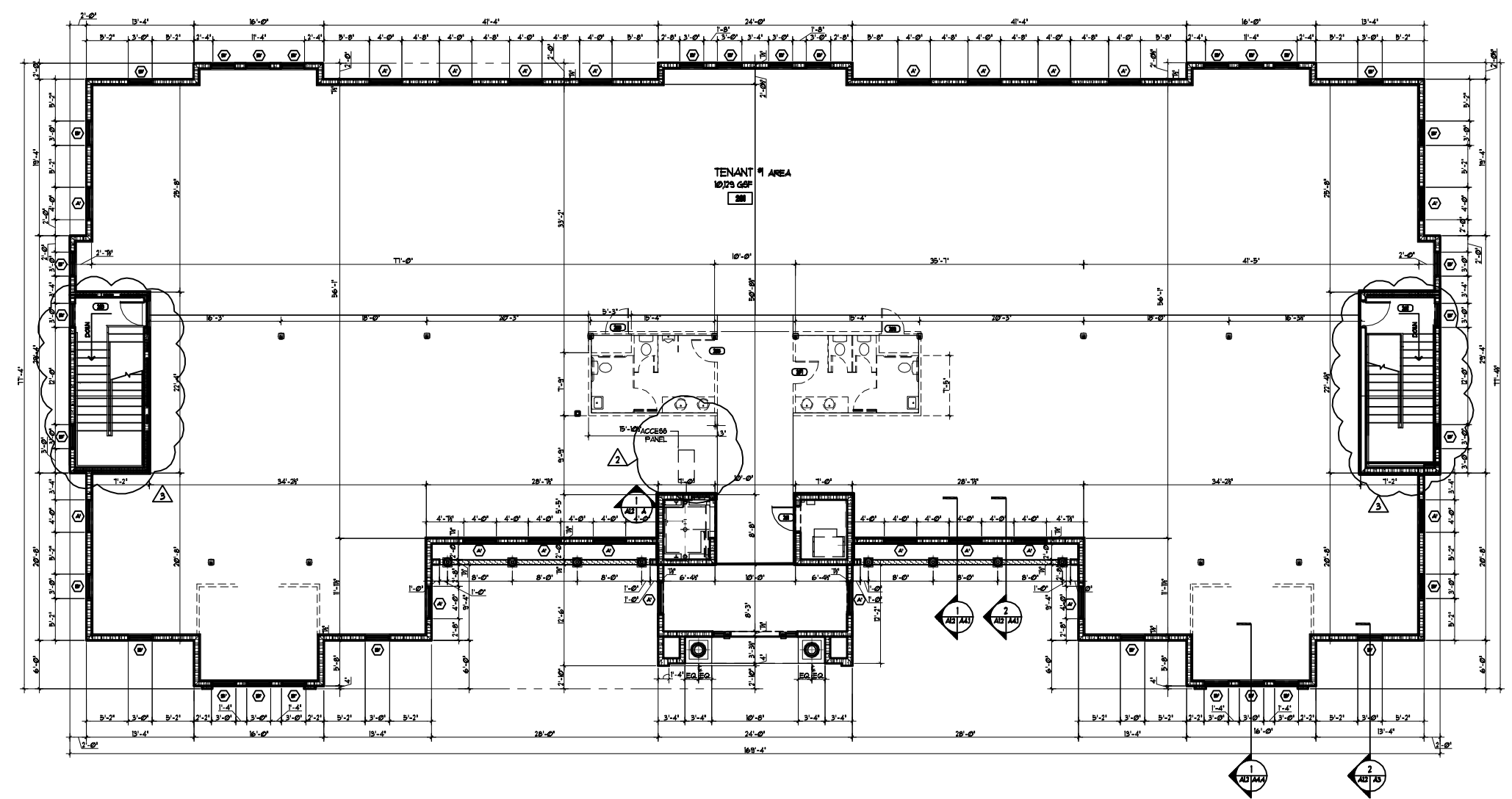
JOB	0404
DATE	8-21-04
DRAWN BY	CFB
CAD REF	X404FLR

**SHEET
 A1.2**

**BUILDING OCCUPANCY CONTENT
 (FOR EXITING PURPOSES)**

1. BUSINESS OCCUPANCY: 113 PERSONS

WALL TYPE LEGEND	
	CMU WALL
	1/2" OR 5/8" CMU WALL - 1-HOUR FIRE RATED PER 2001 IBC TABLE 1023.1
	3/8" OR 6" FUTURE METAL STUD WALL
	3/8" OR 6" METAL GRID WALL - 1-HOUR FIRE RATED (SEE I.L. DETAIL 41465)
	WALL WITH SOUND ATTENUATION BATT INSULATION



SECOND FLOOR PLAN
 SCALE: 1/8"=1'-0"

Photographs

PARKER COMMONS OFFICE PARK BUILDING 2



BUILDING 9



BUILDING 10



Zoning Description

LEE COUNTY
RECEIVED

RESOLUTION NUMBER Z-02-021

02 NOV 21 AM 11:19

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

COMM. DEV/
PUB. WORKS. CNTR.
SECOND FLOOR

WHEREAS, an application was filed by the property owner, Vince Gullo, to rezone a 31.26 acre parcel from Agricultural (AG-2) to Commercial Planned Development (CPD), in reference to The Parker Plaza Office Park CPD; and

WHEREAS, a public hearing was advertised and held on May 17, 2002 before the Lee County Zoning Hearing Examiner, who gave full consideration to the evidence in the record for Case #DCI2001-00048; and

WHEREAS, a second public hearing was advertised and held on September 16, 2002 before the Lee County Board of Commissioners, who gave full and complete consideration to the recommendations of the staff, the Hearing Examiner, the documents on record and the testimony of all interested persons.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS:

SECTION A. REQUEST

The applicant filed a request to rezone a 31.26-acre parcel from AG-2 to CPD, to allow a maximum of 30,000 square feet of retail uses and 170,000 square feet of office uses, for a total of 200,000 square feet of commercial uses, in buildings that will not exceed 45 feet/three stories in height. The property is located in the Outlying Suburban Land Use Category and legally described in attached Exhibit A. The request is APPROVED, SUBJECT TO the conditions and deviations specified in Sections B and C below.

SECTION B. CONDITIONS:

All references to uses are as defined or listed in the Lee County Land Development Code (LDC).

1. The development of this project must be consistent with the two-page Master Concept Plan entitled "Master Concept Plan for Parker Plaza Office Park – A 30 AC. C.P.D.," stamped "Received Nov 12 2002, Community Development," (both sheets) dated 11/9/02 (with revisions on Sheet 1 on 11/09/02 and revisions on Sheet 2 on 11/08/02), except as modified by the conditions below. This development must comply with all requirements of the Lee County LDC at time of local development order approval. If changes to the Master Concept Plan are subsequently pursued, appropriate approvals will be necessary.
2. The following limits apply to the project and uses:

a. Schedule of Uses

Tracts A & D:

Administrative Offices
Animals: Clinic – Limited to Indoor Only and Ancillary to Veterinarians Office
ATM (Automatic Teller Machine)
Banks and Financial Establishments: Group I with Drive-Through
Broadcast Studio and Television
Business Services: Group I
Business Services: Group II – Limited to Messenger Services, Packaging Services, Parcel and Express Services
Cleaning and Maintenance Services
Clothing Stores, General
Clubs: Commercial
Computer and Data Processing Services
Consumption on Premises, Limited to 1 on Tract A only, in accordance with §34-1264 of the LDC
Contractors and Builders: Group I
Cultural Facilities – Limited to Art Galleries, Botanical Gardens or, Historical Sites
Day Care Center – Adult, Child
Essential Services
Essential Service Facilities: Group I
Excavation: Water Retention
Food and Beverage Service, Limited
Food Stores: Group I – Limited to Bakeries, Retail; Confectionery Stores; Delicatessens; Specialty Food Stores
Health Care Facility: Group III
Insurance Companies
Medical Office
Parking Lot: Accessory
Personal Services: Group I – Limited to ATM's (Automatic Teller Machines); Barbershops or Beauty Shops; Clothing Alterations and Repair, Including Dressmakers, Seamstresses, and Tailors
Personal Services: Group II – Limited to Beauty Spas; Health Clubs or Spas; Massage Establishments
Personal Services: Group IV – Limited to Portrait Copying; Shopping Services; Tax Return Preparation Services
Pet Services
Pet Shop
Printing and Publishing
Place of Worship
Research and Development: Group II and Group IV
Restaurants: Group II – Limited to Cafes; Grills; Lunch Bars; Sandwich Shops and Yogurt Shops
Restaurants: Group III – Limited to Restaurants,
Standard Schools, Commercial
Signs in Accordance with Chapter 30
Social Services: Group I

Social Services: Group II – Limited to Job Training; Manpower Training; Skill Training
Specialty Retail Shops: Group I – Limited to Bookstores; Cigar Stores; Florists; Gift, Novelty, and Souvenir Shops; Gift Shops; Golfing Equipment; Jewelry Stores; Music Stores; Newsstands; Tennis Equipment; Tobacco Stores
Specialty Retail Shops: Group II – Limited to Apparel Accessory Stores, Retail; Bathing Suit Stores; Blouse Stores; Bridal Shops, Except Custom; Clothing, Ready to Wear, Women's; Corset and Lingerie Stores; Cosmetic Shops; Custom Tailors; Dress Shops; Handbag Stores; Hat Stores; Hosiery Stores; Maternity Shops; Sports Apparel Stores; Tie Shops; Umbrella Stores
Storage: Indoor Studios
Temporary Uses, per §34-2 of the LDC

Tract B:

Administrative Offices
Banks and Financial Establishments: Group I
Broadcast Studio and Television
Business Services: Group I
Business Services: Group II – Limited to Messenger Services, Packaging Services, Parcel and Express Services
Cleaning and Maintenance Services
Computer and Data Processing Services
Contractors and Builders: Group I
Cultural Facilities – Limited to Art Galleries, Botanical Gardens or, Historical Sites
Day Care Center – Adult, Child
Essential Services
Essential Service Facilities: Group I
Excavation: Water Retention
Health Care Facility: Group III
Insurance Companies
Medical Office
Parking Lot: Accessory
Personal Services: Group II – Limited to Beauty Spas; Health Clubs or Spas; Massage Establishments
Personal Services: Group IV – Limited to Portrait Copying; Shopping Services; Tax Return Preparation Services
Pet Services
Printing and Publishing
Place of Worship
Research and Development: Group II and Group IV
Schools, Commercial
Signs in Accordance with Chapter 30
Social Services: Group I
Social Services: Group II – Limited to Job Training; Manpower Training; Skill Training
Storage: Indoor Studios Temporary Uses, per §34-2 of the LDC

Tract C:

Administrative Offices

Banks and Financial Establishments: Group I

Broadcast Studio and Television

Business Services: Group I

Business Services: Group II – Limited to Messenger Services, Packaging Services, Parcel and Express Services

Cleaning and Maintenance Services

Contractors and Builders: Group I

Cultural Facilities – Limited to Art Galleries, Botanical Gardens or, Historical Sites

Day Care Center – Adult, Child

Essential Services

Essential Service Facilities: Group I

Excavation: Water Retention

Food and Beverage Service, Limited

Health Care Facility: Group III

Insurance Companies

Medical Office

Parking Lot: Accessory

Personal Services: Group II – Limited to Beauty Spas; Health Clubs or Spas; Massage Establishments

Personal Services: Group IV – Limited to Portrait Copying; Shopping Services; Tax Return Preparation Services

Printing and Publishing

Recreational Facilities, Commercial – Limited to Passive and Active

Recreational and Educational Activities, Swimming Pools, Tennis Courts, Outdoor Game Fields, Other Similar Outdoor Activities Not Grouped Elsewhere; Gymnasiums, Health Clubs, Racquetball, Handball, Squash or Tennis Courts, and Swimming Pools and Aquatic Centers

Place of Worship

Research and Development: Group II and Group IV

Schools, Commercial

Signs in Accordance with Chapter 30

Social Services: Group I

Social Services: Group II – Limited to Job Training; Manpower Training; Skill Training

Storage: Indoor

Temporary Uses, per §34-2 of the LDC

b. **Site Development Regulations**

Development of the CPD will comply with the following Property Development Regulations:

Tracts A, B, & D:

Area Dimensions:

Minimum Lot Area 10,000 square feet
Minimum Lot Width 100 feet
Minimum Lot Depth 100 feet

Minimum Setbacks:

Street, front: 20 feet
Side Yard: 10 feet
Rear/Rear with Water: 20 feet
Accessory Structures 5 feet

Maximum Building Height: 45 feet 4 stories

Maximum Lot Coverage: 45 percent

Tract C:

Area Dimensions:

Minimum Lot Area 10,000 square feet in conjunction with page 1 of the MCP; 2 acres in conjunction with alternative shown on page 3 of the MCP

Minimum Lot Width 100 feet
Minimum Lot Depth 100 feet

Minimum Setbacks:

Northern Property Line: 50 feet
Street, front: 20 feet
Side Yard: 10 feet
Rear/Rear with Water: 20 feet
Accessory Structures 5 feet

Maximum Building Height: 35 feet/2 stories

Maximum Lot Coverage: 45 percent

Tracts A, B, C, & D:

Maximum Gross Floor Area by Use:

Retail Uses 30,000 square feet
Office Uses 170,000 square feet

*Maximum Gross Floor Area by Tract:

Tract A 30,000 square feet
Tract B 90,000 square feet

Tract C	120,000 square feet
Tract D	55,000 square feet

***Note 1:** The Tract areas shown above, which exclude perimeter buffer areas, may vary up to 25 percent at the time of development order approval. The Applicant may seek adjustments to Tracts exceeding 25 percent subject to approval of an administrative amendment. The Department of Community Development Director may determine that such an amendment is subject to a public hearing.

Note 2: The sum of all development tracts will not exceed 200,000 square feet, of which a maximum of 30,000 square feet may consist of Minor Commercial Retail consistent with Policy 6.1.2 of the Lee Plan.

3. Retail development of the CPD, consistent with Policy 6.1.2 of the Lee Plan, must not exceed a total of 30,000 square feet. The total 30,000 square feet, in conformance with Policy 6.1.2, is limited to Tracts A & D of the proposal.
4. Prior to execution of the resolution by the Chairman of the Board of County Commissioners, the Master Concept Plan must be revised to show the exact location of all existing easements, whether or not those easements are recorded, and how those easements are incorporated into the design of the proposed development. If the applicant alleges an easement has been extinguished prior to such final approval of the resolution by the Board, then the applicant must provide the County with appropriate confirmation of unencumbered ownership in the underlying fee of the property to the satisfaction of the County Attorney. This may be accomplished by submitting a Title Opinion by an attorney qualified to render such an opinion.
5. Prior to approval of a development order for the Parker Plaza site, a restoration plan for the Native Open Space and Wetland Conservation Tract must be submitted to Lee County Environmental Sciences staff. The restoration plan must be in accordance with standards set forth in Chapter 14 of the LDC, and include appropriate upland and/or wetland vegetation. All plant material used to meet restoration requirements must be indigenous to southwest Florida, per LDC §10-701. Exotic vegetation removal and restoration plantings must be completed prior to issuance of a Certificate of Compliance.
6. Prior to any site work involving the placement and/or construction of a boardwalk or foot path within the Native Open Space and Wetland Conservation Tract, a Vegetation Removal Permit must be obtained from Lee County Division of Environmental Sciences (ES) staff. Additionally, an onsite meeting with ES staff discussing the clearing limits of the proposed boardwalk must occur prior to site work. Clearing limits must be field located prior to the onsite meeting. ES staff may field adjust clearing limits to minimize impacts to the existing native vegetation, particularly large trees, within the conservation area.
7. Any passive recreational uses, besides boardwalk and nature trail, proposed within the Native Open Space and Wetland Conservation Tract are subject to review and approval by Division of Environmental Sciences staff.
8. The development order must include an enhanced right-of-way buffer along Daniels Parkway. There will be a 40 foot setback that will contain a minimum 20-foot-wide enhanced buffer that must incorporate existing native vegetation to the maximum extent

possible. A minimum of 7 trees and 66 shrubs per 100 linear feet must be installed within the 20-foot-wide plantable area within the buffer. The buffer will not be constructed through the approximate 400-foot wide Native Open Space and Wetland Conservation Tract. Existing mature, native trees will be credited against buffer requirements as outlined in LDC §10-420(h). All buffer planting material used to meet this requirement must be indigenous species to southwest Florida, per LDC §10-701.

Uses permitted within this 40 foot setback area are limited to: mail and newspaper delivery boxes; utility equipment; landscaping, including walls and fences; project identification signs; and dry retention/detention areas.

9. The development order must include an enhanced Type "C" buffer beginning at the northwestern property corner, continuing east along the northern property boundary, and then south, adjacent to the existing single family residences to the north of Tract C. The enhanced buffer must be a minimum of 20 feet wide and include an eight-foot-high solid wall or wall and berm combination. The buffer must include 5 trees per 100 linear feet and 18 shrubs per 100 linear feet. The development order must include an enhanced Type D buffer along Shire Lane to include 8 trees per 100 linear feet and a double staggered hedge.
10. No outdoor or exterior lighting will be permitted in conjunction with the outdoor playfields and courts proposed as part of the recreational uses on Tract C.
11. No outdoor PA or sound system will be permitted in conjunction with recreational uses on Tract C.
12. Note 1 to the CPD Development Tract Table on Page 2 of the MCP must be removed prior to approval by the Board of County Commissioners (BOCC).
13. All phases of this project must connect to central water and sewer service.
14. Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions consistent with the Lee County LDC may be required to obtain a local development order.
15. Approval of this rezoning does not guarantee local development order approval or vest present or future development rights for Lee Plan consistency. Development order approvals must satisfy the requirements of the Lee Plan Planning communities Map and Acreage Allocation Table, Map 16 and Table 1(b), be reviewed for, and found consistent with, the retail commercial standards for site area, including range of gross floor area, location, tenant mix and general function, as well as all other Lee Plan provisions.

SECTION C. DEVIATIONS:

1. Deviation (1) seeks relief from the LDC §34-2011(a) provision that requires new projects to provide off-street parking, to allow for up to 35 8-ft. X 22-ft dimensioned on-street parallel surplus parking along the projects internal loop road. This deviation is APPROVED, SUBJECT TO development order approval by the County.

2. Deviation (2) - WITHDRAWN BY APPLICANT.
3. Deviation (3) - WITHDRAWN BY APPLICANT
4. Deviation (4) - WITHDRAWN BY APPLICANT
5. Deviation (5) requests relief from the LDC §10-415(b) provision that requires large scale projects to provide 50-percent of the open space as indigenous open space, to allow 3.45 acres of indigenous open space as depicted on the MCP. This deviation is APPROVED.
6. Deviation(6) requests relief from the LDC §10-416(D)(6) provision requiring an 8 foot wall or wall and berm combination when roads, drives or parking areas are located within 125 feet from an existing residential subdivision, to allow an enhanced Type "F" buffer along the western property line. This deviation is APPROVED, SUBJECT TO the following conditions:
 1. All existing indigenous vegetation within the western Type "F" buffer must be preserved in place.
 2. No fewer than eight trees must be present within each 100 linear foot section of the proposed Type "F" buffer along the western property boundary and shrubs must be installed in accordance with LDC §10-416 (d).
 3. Retained native trees in the enhanced Type "F" buffer along the western property line will receive one tree credit toward buffer requirements and one (1) tree credit toward parking canopy tree requirements. Retained native palms in this buffer will receive one tree credit toward buffer requirements.
 4. The development order must include a tree survey locating all existing native trees within the proposed western buffer. The existing trees must be noted on the landscape plan and applicable credits must be clearly shown for each tree.
7. Deviation (7) requests relief from the LDC §34-2171(a) provision defining "grade" as the average elevation of the street or streets abutting the property, measured along the centerline, to allow "grade" to be defined as the finish site elevation as determined by the projects Environmental Resource Permit issued by the South Florida Water Management District. This deviation is APPROVED, SUBJECT TO the following condition:
 1. The height of the structures must be measured from the 25-year 3-day storm elevation as established in the South Florida Water Management District Environmental Resource permit.

SECTION D. EXHIBITS AND STRAP NUMBER:

The following exhibits are attached to this resolution and incorporated by reference:

- Exhibit A: The legal description of the property
- Exhibit B: Zoning Map (subject parcel identified with shading)
- Exhibit C: The Master Concept Plan

The applicant has indicated that the STRAP number for the subject property is: 21-45-25-01-00000.0040; 21-45-25-01-00000.0080; 21-45-25-01-00000.0090; 21-45-25-01-00000.009A.

SECTION E. FINDINGS AND CONCLUSIONS:

1. The applicant has proven entitlement to the rezoning by demonstrating compliance with the Lee Plan, the LDC, and any other applicable code or regulation.
2. The rezoning, as approved:
 - a. meets or exceeds all performance and locational standards set forth for the potential uses allowed by the request; and,
 - b. is consistent with the densities, intensities and general uses set forth in the Lee Plan; and,
 - c. is compatible with existing or planned uses in the surrounding area; and,
 - d. will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development; and,
 - e. will not adversely affect environmentally critical areas or natural resources.
3. The rezoning satisfies the following criteria:
 - a. the proposed use or mix of uses is appropriate at the subject location; and
 - b. the recommended conditions to the concept plan and other applicable regulations provide sufficient safeguard to the public interest; and
 - c. the recommended conditions are reasonably related to the impacts on the public interest created by or expected from the proposed development.
4. Urban services, as defined in the Lee Plan, are, or will be, available and adequate to serve the proposed land use.
5. The approved deviations, as conditioned, enhance achievement of the planned development objectives, and preserve and promote the general intent of LDC Chapter 34, to protect the public health, safety and welfare.

The foregoing resolution was adopted by the Lee County Board of Commissioners upon the motion of Commissioner Douglas St. Cerny, seconded by Commissioner Andrew Coy and, upon being put to a vote, the result was as follows:

Robert P. Janes	Absent
Douglas R. St. Cerny	Aye
Ray Judah	Aye
Andrew W. Coy	Aye
John E. Albion	Absent

DULY PASSED AND ADOPTED this 16th day of September, 2002.

ATTEST:
CHARLIE GREEN, CLERK

BY: *Lisa St. Pierre*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *Ray Judah*
Chairman



Approved as to form by:

Dawn Offshoot
County Attorney's Office

RECEIVED
MINUTES OFFICE

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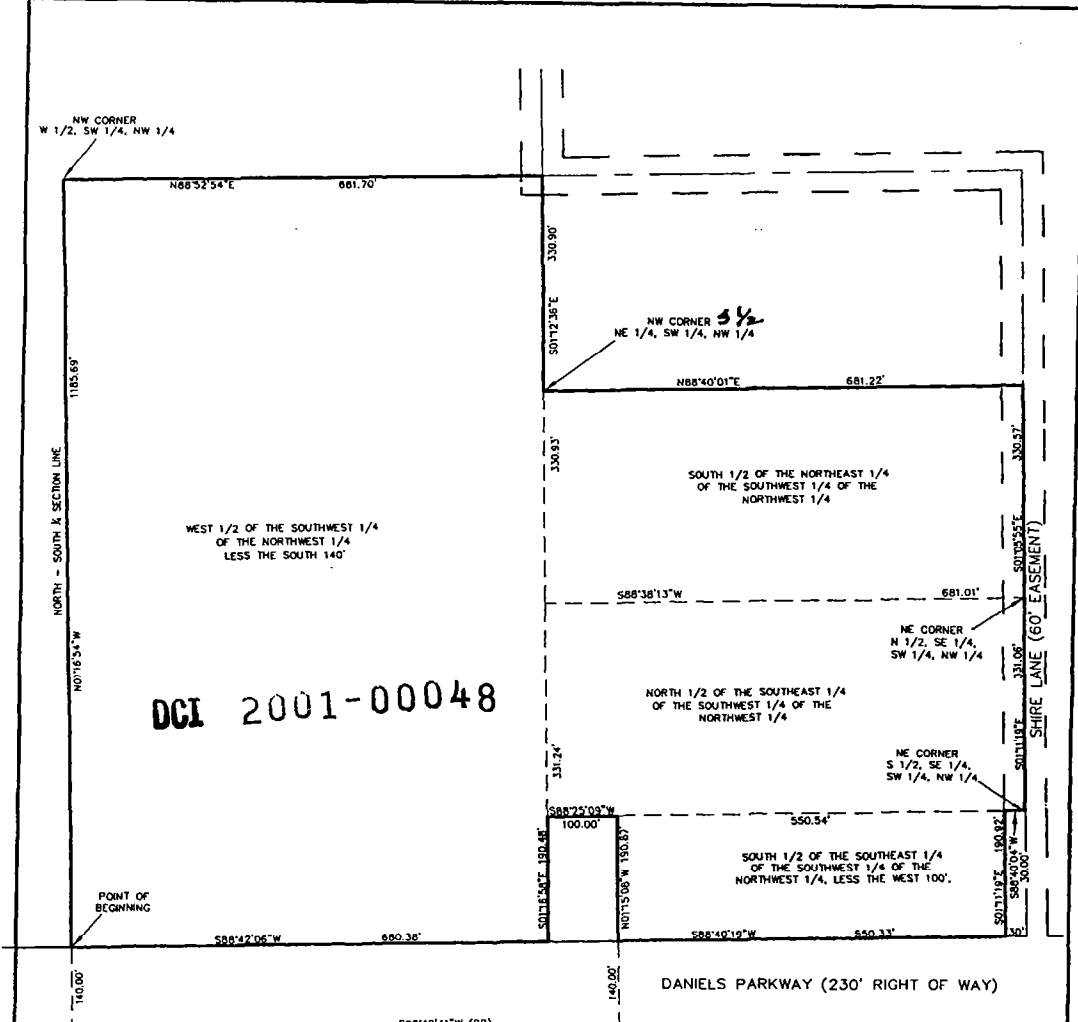
LEGAL DESCRIPTION
 Property located in Lee County, Florida
 EXHIBIT "A" PAGE 1 OF 2
 DCI2001-00048



CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors
 24831 Old 41 Road Phone (941) 947-0266
 BONITA SPRINGS, FL. 34135 Fax (941) 947-1323
 CERTIFICATE OF AUTHORIZATION #LB3527

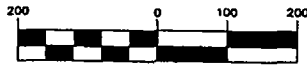
LEGAL DESCRIPTION AND SKETCH - NOT A BOUNDARY SURVEY



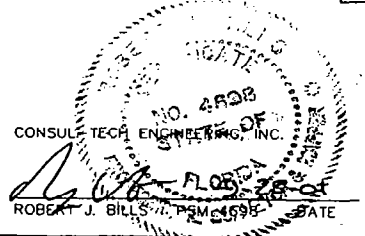
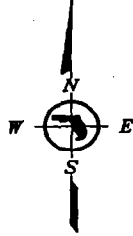
DCI 2001-00048

POINT OF COMMENCEMENT
 WEST 1/4 CORNER
 SECTION 21-1455-R25C

GRAPHIC SCALE



(IN FEET)
 1 inch = 200 ft.



SHEET ONE OF TWO

DWG # \00056-35AC-LEG


CONSUL-TECH ENGINEERING, INC.

Consulting Engineers Land Planners Land Surveyors
 24831 Old 41 Road Phone (941) 947-0266
 BONITA SPRINGS, FL. 34135 Fax (941) 947-1323
 CERTIFICATE OF AUTHORIZATION #LB3527

LEGAL DESCRIPTION AND SKETCH - NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION

A TRACT OF LAND LYING WITH THE NORTHWEST ONE QUARTER (NW 1/4), OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE QUARTER CORNER OF SAID SECTION 21; THENCE NORTH 01°16'54" WEST, ALONG THE NORTH-SOUTH ONE QUARTER SECTION LINE, 140.00 FEET, TO THE NORTH LINE OF DANIELS PARKWAY (230' RIGHT-OF-WAY), AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED:

1. THENCE CONTINUE NORTH 01°16'54" WEST, 1185.69 FEET, TO THE NORTHWEST CORNER, OF THE WEST ONE HALF (W 1/2), OF THE SOUTHWEST ONE QUARTER (SW 1/4), OF THE NORTHWEST ONE QUARTER (NW 1/4), OF SAID SECTION 21;
2. THENCE NORTH 88°52'54" EAST, ALONG THE NORTH LINE OF SAID FRACTION, 681.70 FEET, TO THE NORTHEAST CORNER THEREOF;
3. THENCE SOUTH 01°12'36" EAST, ALONG THE EAST LINE OF SAID FRACTION, 330.90 FEET, TO THE NORTHWEST CORNER, OF THE SOUTH ONE HALF (S 1/2), OF THE NORTHEAST ONE QUARTER (NE 1/4), OF THE SOUTHWEST ONE QUARTER (SW 1/4), OF THE NORTHWEST ONE QUARTER (NW 1/4), OF SAID SECTION 21;
4. THENCE NORTH 88°40'01" EAST, ALONG THE NORTH LINE OF SAID FRACTION, 681.22 FEET, TO THE NORTHEAST CORNER THEREOF;
5. THENCE SOUTH 01°05'55" EAST, ALONG THE EAST LINE OF SAID FRACTION AND ALONG THE CENTERLINE OF SHIRE LANE (60' EASEMENT), 330.57 FEET, TO THE NORTHEAST CORNER OF THE NORTH ONE HALF (N 1/2), OF THE SOUTHEAST ONE QUARTER (SE 1/4), OF THE SOUTHWEST ONE QUARTER (SW 1/4), OF THE NORTHWEST ONE QUARTER (NW 1/4), OF SAID SECTION 21;
6. THENCE SOUTH 01°11'19" EAST, ALONG THE CENTERLINE OF SAID SHIRE LANE AND THE EAST LINE OF SAID FRACTION, 331.06 FEET, TO THE NORTHEAST CORNER OF THE SOUTH ONE HALF (S 1/2), OF THE SOUTHEAST ONE QUARTER (SE 1/4), OF THE SOUTHWEST ONE QUARTER (SW 1/4), OF THE NORTHWEST ONE QUARTER (NW 1/4), OF SAID SECTION 21;
7. THENCE SOUTH 88°40'04" WEST, ALONG THE NORTH LINE OF SAID FRACTION, 30.00 FEET;
8. THENCE SOUTH 01°11'19" EAST, ALONG THE WEST LINE OF SAID SHIRE LANE, 190.92 FEET, TO THE NORTH LINE OF DANIELS PARKWAY;
9. THENCE SOUTH 88°40'19" WEST, ALONG SAID NORTH LINE, 550.33 FEET, TO THE EAST LINE OF THE WEST 100 FEET, OF SAID SOUTH ONE HALF (S 1/2), OF THE SOUTHEAST ONE QUARTER (SE 1/4), OF THE SOUTHWEST ONE QUARTER (SW 1/4), OF THE NORTHWEST ONE QUARTER (NW 1/4), OF SAID SECTION 21;
10. THENCE NORTH 01°15'08" WEST, ALONG SAID EAST LINE, 190.87 FEET;
11. THENCE SOUTH 88°25'09" WEST, ALONG THE NORTH LINE OF SAID FRACTION, 100 FEET, TO THE NORTHWEST CORNER THEREOF;
12. THENCE SOUTH 01°16'58" EAST, ALONG THE WEST LINE OF SAID FRACTION, 190.48 FEET, TO THE NORTH LINE OF SAID DANIELS PARKWAY;
13. THENCE SOUTH 88°42'06" WEST, ALONG SAID SOUTH LINE, 680.38 FEET, TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

CONTAINING 32.27 ACRES.

Applicant's Legal Checked

by Jim 1/15/02

DCI 2001-00048

SHEET TWO OF TWO

DWG # \00056-35AC-LEG

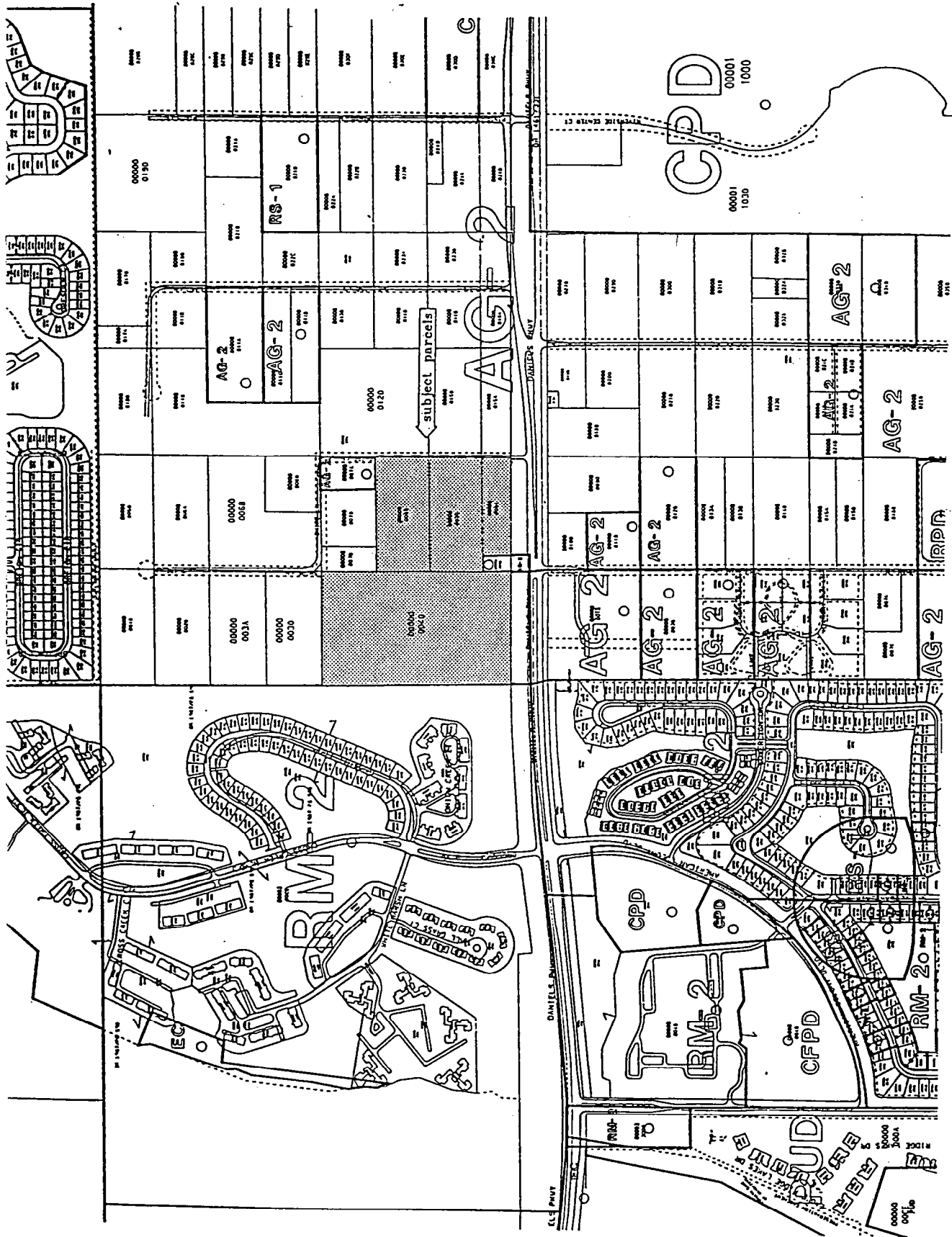


EXHIBIT B

PROJECT SUMMARY DATA

SITE AREA	31.26± AC.
SHIRE LANE (30' ROW)	0.61± AC.
ADJUSTED SITE AREA	30.65± AC.
LAND USE CLASSIFICATION	OUTLYING SUBURBAN FUTURE LAND USE
EXISTING ZONING	AG-2
PROPOSED ZONING	CPD
WATER & SEWER UTILITIES	LEE COUNTY UTILITIES
FIRE DISTRICT	SOUTH TRAIL FIRE DISTRICT
FLOOD ZONE	B
CPD DEVELOPMENT PROGRAM	200,000 SF.

CPD DEVELOPMENT TRACT TABLE (1)

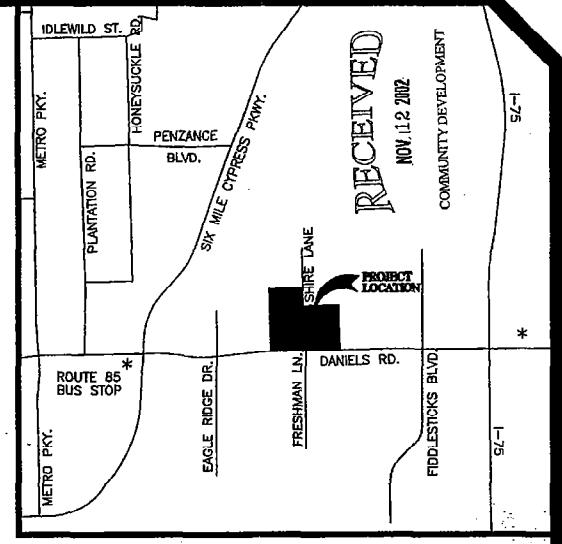
CPD DEVELOPMENT PROGRAM	200,000 SF.
TRACT A 1.6 AC±	30,000 SF.
TRACT B 4.7 AC±	80,000 SF.
TRACT C 9.7 AC±	120,000 SF.
TRACT D 2.4 AC±	55,000 SF.

(1) THE SUM OF ALL DEVELOPMENT TRACTS MAY NOT EXCEED 200,000 S.F. OF WHICH MAY CONSIST OF A MAXIMUM 30,000 S.F. MINOR COMMERCIAL RETAIL.

PROJECT OPEN SPACE TABLE

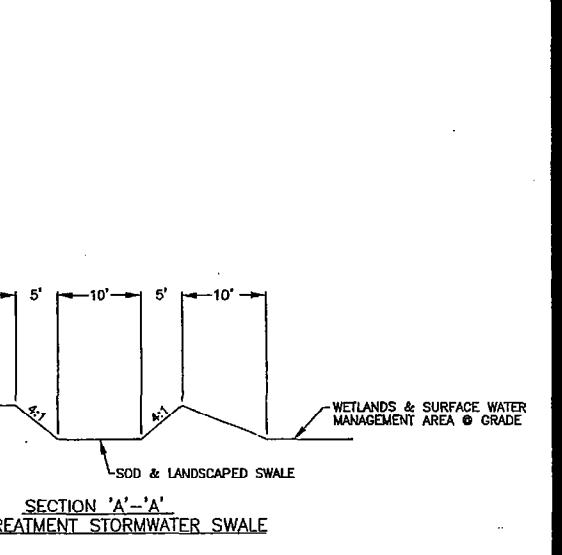
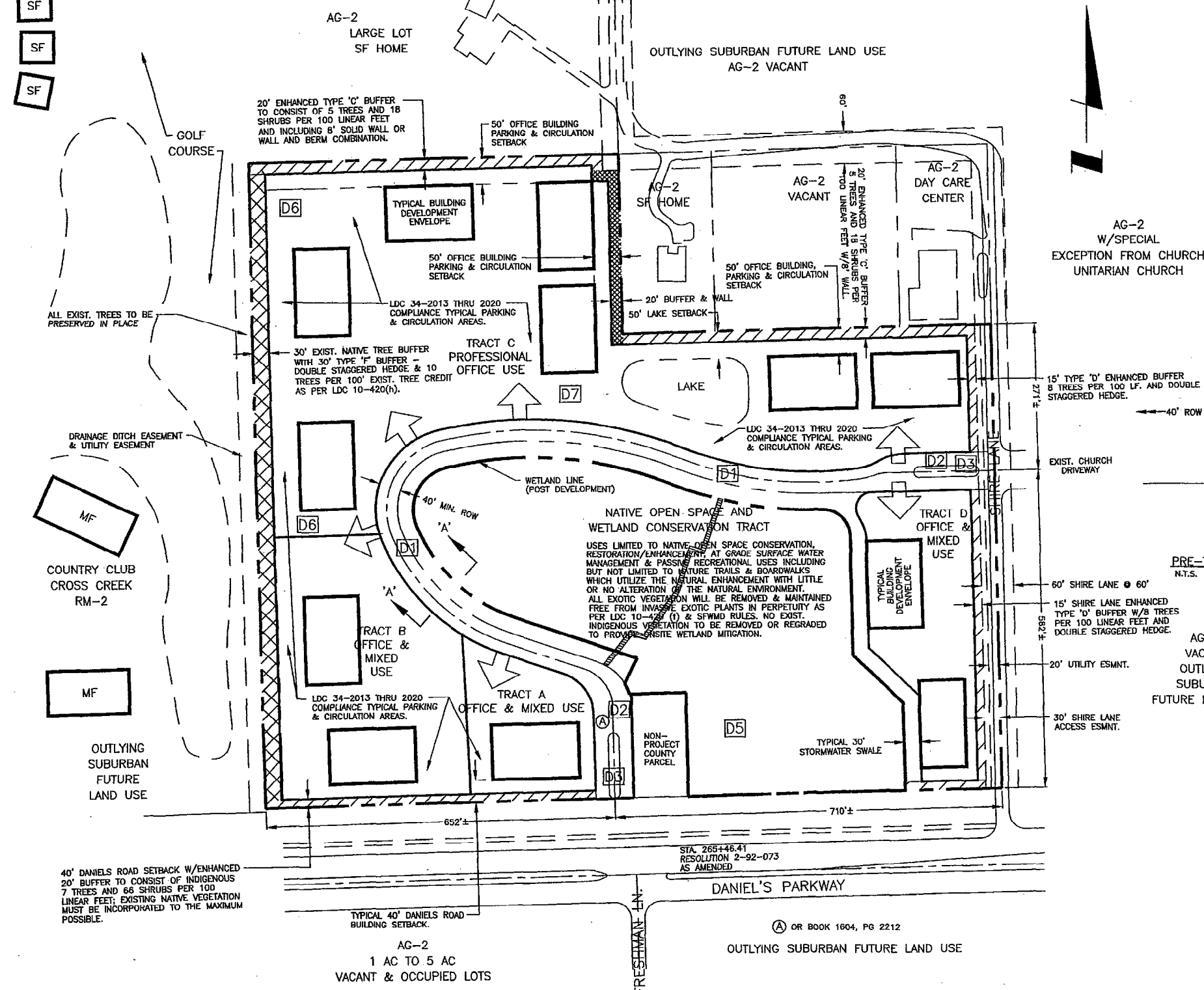
ADJUSTED SITE AREA	30.65± AC.
REQUIRED OPEN SPACE @ 30%	9.2± AC.
PROVIDED OPEN SPACE	
NATIVE OPEN SPACE WETLAND CONSERVATION TRACT	6.5± AC.
NATIVE WEST SITE 30 FT. BUFFER	0.8± AC.
OTHER SITE PERIMETER BUFFERS	1.0± AC.
OTHER INTERNAL LANDSCAPE AREAS	1.0± AC.

(1) TRACTS A, B, C & D WILL BE COMPRISED OF A MINIMUM 10% OPEN SPACE.



LOCATION MAP
LEE COUNTY, FLORIDA
SECTION 21, TOWNSHIP 45S, RANGE 25E
THE PROJECT IS SERVED BY LEE TRAN DANIELS ROAD ROUTE 85. THE BUS STOPS AT DANIELS SHOPPING CENTER & THE DANFORTH CENTER (NEW QUAD 1-75 & DANIEL ROAD)

SF
SF
SF



AG-2 W/SPECIAL EXCEPTION FROM CHURCH UNITARIAN CHURCH

AG-2 VACANT OUTLYING SUBURBAN FUTURE LAND USE

APPROVED
Master Concept Plan
Site Plan # 2-02-021 Page 1 of 2
Subject to conditions in Resolution 2-02-021
Case # DCA2001-00048

- LEGEND**
- LANDSCAPE PERIMETER SITE BUFFER
 - WEST PROPERTY BOUNDARY ENHANCED TYPE 'F' BUFFER
 - ENHANCED 20' BUFFER & WALL - 5 TREES AND 18 SHRUBS PER 100 FEET ALL TREES MIN. 10 FEET WITH ADDITIONAL 4 TREES ADJACENT TO WEST SIDE SCREENING WALL

Date: 11/9/02
Scale: 1" = 100'
Revisions: 11/9/02
JOB NO.: 01.005
Sheet 1 Of 2

STUART AND ASSOCIATES
Planning & Design Services
2180 West First Street, Suite #210
Fort Lee, FL 32937-2780 FAX: (841) 337-2498
EMAIL: Design@stuartand.com

**MASTER CONCEPT PLAN FOR PARKER PLAZA OFFICE
PARK-A 30 AC. C.P.D.**

PREPARED FOR: PARKER DANIELS INC.

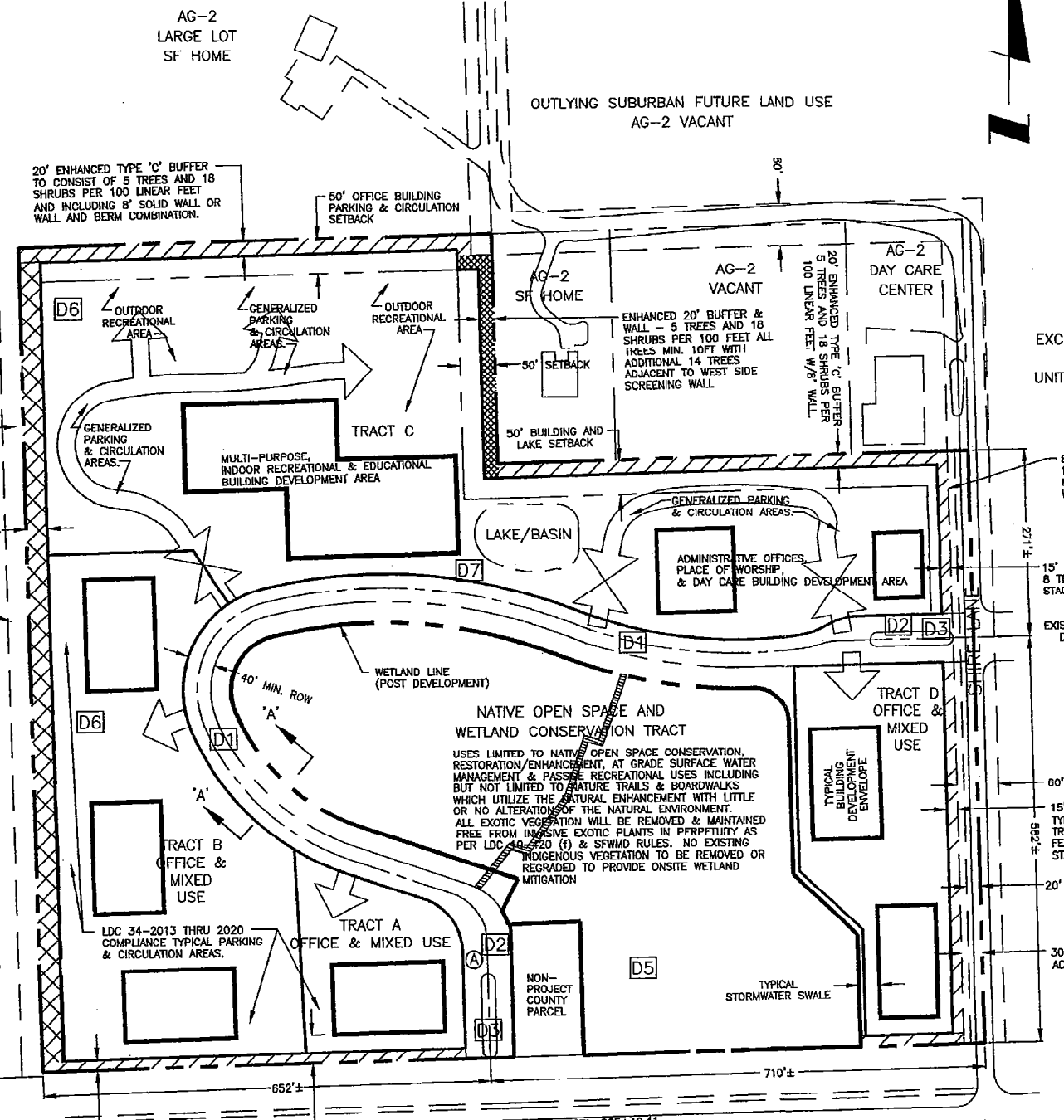
DCA 2001-00048

SF
SF
SF

MF
CROSS CREEK COUNTRY CLUB RM-2

MF
OUTLYING SUBURBAN FUTURE LAND USE

40' DANIELS ROAD SETBACK W/ENHANCED 20' BUFFER TO CONSIST OF INDIGENOUS 7 TREES AND 66 SHRUBS PER 100 LINEAR FEET; EXISTING NATIVE VEGETATION MUST BE INCORPORATED TO THE MAXIMUM POSSIBLE.



AG-2
1 AC TO 5 AC
VACANT & OCCUPIED LOTS

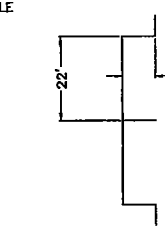
(A) OR BOOK 1604, PG 2212
OUTLYING SUBURBAN FUTURE LAND USE

PROJECT NOTES AND GENERAL CONDITIONS

1. PROJECT PARKING AND CIRCULATION SHALL CONFORM WITH LDC 34-2013 - 2020, AND WILL PERMIT UP TO 35 8-FT. * 22-FT. DIMENSIONED ON-STREET PARALLEL SURPLUS PARKING ALONG THE PROJECTS INTERNAL LOOP ROAD.
2. THE PROJECT'S SURFACE WATER MANAGEMENT SYSTEM WILL COMPLY AND BE MAINTAINED IN ACCORDANCE WITH ALL RELEVANT LOCAL, STATE AND FEDERAL RULES AND REGULATIONS.
3. THE DEVELOPMENT MAY INITIALLY CONSIST OF ROADS, UTILITIES AND THE STORM WATER MANAGEMENT SYSTEM FOR ANY IDENTIFIED TRACTS. LOTS AND TRACTS SHALL OBTAIN INDIVIDUAL DEVELOPMENT ORDERS AND FURTHER SUBDIVIDING MAY BE PERMITTED AT THE TIME OF FINAL DEVELOPMENT ORDER PERMITTING.

DEVIATION SCHEDULE

- (1) A REQUEST TO DEVIATE FROM THE LDC 34-2011(A), NEW DEVELOPMENT PARKING, WHICH REQUIRES NEW PROJECTS TO PROVIDE OFF-STREET PARKING; TO ALLOW FOR UP TO 35 8-FT. * 22-FT. DIMENSIONED ON-STREET PARALLEL SURPLUS PARKING ALONG THE PROJECTS INTERNAL LOOP ROAD
- (2) WITHDRAWN
- (3) WITHDRAWN
- (4) WITHDRAWN
- (5) A REQUEST TO DEVIATE FROM THE LDC 10-415(b) INDIGENOUS NATIVE VEGETATION, THAT REQUIRES LARGE SCALE PROJECTS TO PROVIDE 50% AND 4.8-ACRES OF REQUIRED OPEN SPACE TO BE PRESERVED AS EXISTING INDIGENOUS NATIVE VEGETATION, TO REQUIRE 3.45-ACRES AS DEPICTED ON THE MCP.
- (6) DEVIATION (6) REQUEST RELIEF FROM THE LDC 10-418(d)(6) PROVISION THAT REQUIRES AN 8-FT. SOLID WALL OR WALL AND BERM COMBINATION WHEN ROADS, DRIVEWAYS OR PARKING AREAS ARE LOCATED WITHIN 125-FT FROM AN EXISTING RESIDENTIAL SUBDIVISION, TO ALLOW AN ENHANCED TYPE F BUFFER ALONG THE WESTERN PROPERTY LINE SUBJECT TO:
 1. ALL EXISTING INDIGENOUS VEGETATION WITHIN THE WESTERN TYPE F BUFFER MUST BE PRESERVED IN PLACE.
 2. NO FEWER THAN 8 TREES MUST BE PRESENT WITHIN EACH 100 LF SECTION OF THE PROPOSED TYPE F BUFFER ALONG THE WESTERN PROPERTY BOUNDARY AND SHRUBS MUST BE INSTALLED IN ACCORDANCE WITH LDC 10-418(f).
 3. RETAINED NATIVE TREES IN THE ENHANCED TYPE F BUFFER ALONG THE WESTERN PROPERTY LINE WILL RECEIVE ONE TREE CREDIT TOWARD BUFFER REQUIREMENTS AND ONE TREE CREDIT TOWARD PARKING CANOPY TREE REQUIREMENTS. RETAINED NATIVE PALMS IN THIS BUFFER WILL RECEIVE ONE TREE CREDIT TOWARD BUFFER REQUIREMENTS.
 4. THE DEVELOPMENT ORDER MUST INCLUDE A TREE SURVEY LOCATING ALL EXISTING NATIVE TREES WITHIN THE PROPOSED WESTERN PROPERTY LINE BUFFER. THE EXISTING TREES MUST BE NOTED ON THE LANDSCAPE PLAN AND APPLICABLE CREDITS MUST BE CLEARLY SHOWN FOR EACH TREE.
- (7) DEVIATION (7) REQUEST RELIEF FROM THE LDC 34-217(a), PROVISION DEFINING "GRADE" AS THE AVERAGE ELEVATION OF THE STREET OR STREETS ABUTTING THE PROPERTY, MEASURED ALONG THE CENTERLINE, TO ALLOW "GRADE" TO BE DEFINED AS THE FINISH SITE ELEVATION AS DETERMINED BY THE PROJECTS ENVIRONMENTAL RESOURCE PERMIT ISSUED BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT SUBJECT TO:
 1. THE HEIGHT OF THE STRUCTURES MUST BE MEASURED FROM THE 25-YEAR 3-DAY STORM ELEVATION AS ESTABLISHED IN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT ENVIRONMENTAL RESOURCE PERMIT.



DEVIATION 1
LDC 10-34-2011(c)
TYPICAL PARALLEL ON STREET PARKING SPACE

LEGEND

- LANDSCAPE PERIMETER SITE BUFFER
- WEST PROPERTY BOUNDARY ENHANCED TYPE 'F' BUFFER
- ENHANCED 20' BUFFER & WALL - 5 TREES AND 18 SHRUBS PER 100 FEET ALL TREES MIN. 10 FEET WITH ADDITIONAL 4 TREES ADJACENT TO WEST SIDE SCREENING WALL

APPROVED
Master Concept Plan
Site Plan 20-021 Page 2 of 2
Subject to conditions in Resolution 20-021
Case # DCA2001-00048

MASTER CONCEPT PLAN FOR PARKER PLAZA OFFICE
ALTERNATIVE PLACE OF WORSHIP AND FACILITIES PLAN

Date: 11/9/02
Scale: 1" = 100'
Revisions: 11/8/02
JOB NO.: 01.005
Sheet 2 of 2

STUART AND ASSOCIATES
Planning & Design Services
2100 West Park Street, Suite #210,
Fort Lauderdale, FL 33311
Tel: (954) 337-7176 Fax: (954) 337-2488
EMAIL: Design@stuartand.com

PREPARED FOR: PARKER DANIELS INC.

RECEIVED
NOV 14 2002
COMMUNITY DEVELOPMENT
DCI 2002

Declarations of Condominium

Prepared by:
Steven I. Winer, Esquire
Roetzel & Andress, a Legal Professional Association
2320 First Street, Suite 1000
Fort Myers, FL 33901-2904
(239) 338-4213

INSTR # 2006000315399, Pages 55
Doc Type DOC, Recorded 08/11/2006 at 09:14 AM,
Charlie Green, Lee County Clerk of Circuit Court
Rec. Fee \$469.00
Deputy Clerk TBAER
#1

DECLARATION OF CONDOMINIUM

OF

PARKER COMMONS OFFICE PARK, A CONDOMINIUM

PDP, LLC, a Florida limited liability company, herein called "Developer", on behalf of itself and its successors, grantees, and assigns, hereby makes this Declaration of Condominium:

1. **SUBMISSION TO CONDOMINIUM** - Developer hereby submits that portion of the real property legally described on Exhibit "A" attached hereto, being located in Lee County, Florida, to the condominium form of ownership:

2. **NAME - PLAN OF DEVELOPMENT** - Developer has or may construct ten (10) commercial buildings and associated improvements. The name by which this Condominium is to be identified is "Parker Commons Office Park, A Condominium".

3. **DEFINITIONS** - The terms used herein will have the meanings stated in Florida Statutes Chapter 718 (Condominium Act) and as follows, unless the context otherwise requires:

3.1 **ASSESSMENT** - The share of the funds required for the payment of common expenses that is assessed against a Unit Owner from time to time and such additional sums which may be assessed directly against one or more Unit Owners (though not necessarily against all Unit Owners).

3.2 **ASSOCIATION** - The Condominium Association is responsible for the operation of the Condominium. The name of the Condominium Association is Parker Commons Office Park Condominium Association, Inc., a Florida not-for-profit corporation.

3.3 **ASSOCIATION PROPERTY** - All real or personal property owned or leased by the Association.

3.4 **BOARD OF DIRECTORS or DIRECTORS or BOARD** - The board of directors of the Association responsible for the administration of the Association.

3.5 **COMMON ELEMENTS** - The portions of the property submitted to Condominium ownership and not included in the Units and including, without limitation:

3.5.1 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements;

3.5.2 An easement of support in every portion of a Unit which contributes and is necessary to the support of the building;

3.5.3 Property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements;

3.5.4 Any other parts of the Condominium Property designated as Common Elements in this Declaration or the Condominium Act.

3.6 **COMMON EXPENSES** - All expenses and assessments properly incurred by the Association for the Condominium and such expenses as may be declared to be Common Expenses by this Declaration.

3.7 **COMMON SURPLUS** - The excess of all receipts of the Association above the Common Expenses.

3.8 **CONDOMINIUM DOCUMENTS** - The Condominium Documents shall include this Declaration, the Articles of Incorporation and Bylaws of the Association and any rules and regulations of the Association, all as the same may be amended from time to time. The order of priority in the interpretation of the Condominium Documents will be as follows: (1) Declaration; (2) Association Articles of Incorporation; (3) Association Bylaws; and (4) Association Rules and Regulations.

3.9 **CONDOMINIUM PARCEL** - A Unit together with the undivided share in the Common Elements which is appurtenant to the Unit and all other appurtenances to the Unit.

3.10 **CONDOMINIUM PROPERTY** - The real and personal property, both tangible and intangible, that is subjected to Condominium ownership, whether or not contiguous; all improvements thereon; and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

3.11 **EXHIBITS:** All exhibits to this Declaration which are:

- A. Real Property Description, Survey, Plot Plan and Graphic Description of Improvements
- B. Association Articles of Incorporation
- C. Association Bylaws
- D. Percentage of Ownership

3.12 **INSTITUTIONAL MORTGAGEE** - A bank, savings and loan Association, mortgage banker, life insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, any other lender generally recognized as an institutional type lender, or the Developer holding a mortgage on a Unit or Units. The term also refers to any holder of a mortgage against a Condominium parcel which mortgage is guaranteed or insured, by the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America or any public or private corporation engaged in the business of guaranteeing or insuring mortgage loans, and their successors and assigns.

3.13 **LEASE** - The grant by a Unit Owner of a temporary right of use of the owner's Unit for a valuable consideration.

3.14. **LIMITED COMMON ELEMENTS** - Those portions of the Common Elements that are reserved for the use of a certain Unit or Units to the exclusion of the other Units. Utility lines and facilities serving only one Unit and located outside the Unit shall be a Limited Common Element of that Unit and the Unit Owner shall be responsible for maintenance, repair and replacement of such utility lines and facilities. Air conditioning lines and equipment serving only one Unit and located outside the Unit shall be a limited common element of the Unit it is serving and the Unit Owner shall be responsible for maintenance, repair and replacement of such lines and equipment. If any Unit requires a larger air conditioner, compressor or air handler, it shall be the responsibility of the Unit Owner to pay for and install the same. If any Unit shall be required to install a separate water sub-meter per Section 6.6 of this Declaration, it shall be the responsibility of the Unit Owner to pay for the water sub-meter and installation thereof. Said separate water sub-meter shall be a Limited Common Element.

3.15 **UNIT** - A part of the Condominium Property that is subject to exclusive ownership as described in this Declaration.

3.16 **UNIT OWNER** - The owner of record legal title to a Condominium Parcel.

3.17 **VOTING INTEREST** - The voting rights distributed to the Association members. Each unit shall have appurtenant thereto a voting interest equivalent to the Unit's percentage interest in the Common Elements and Common Surplus.

4. **ALTERATION OF UNIT BOUNDARIES** - Units may be subdivided, combined or the boundaries altered as provided in this Declaration. It is recognized that the need for flexible Unit boundaries is essential and that the following provisions are intended to create a method of allowing Developer and Unit Owners to sell as much (or as little) space as a prospective purchaser may require. Units may be subdivided or combined, new Units created, or Unit boundaries altered, in accordance with the following provisions.

4.1 An amendment to this Declaration shall be recorded identifying the new boundaries to the Unit(s) and in the case of subdivision of a Unit, the new Unit shall be designated by it being assigned a successive numerical combination (for example, if Unit 201 is subdivided into two new Units, the new Units would be designated 201A and 201B. If Units 201, 202 and 203 are recombined into two units, then its two units would be designated the lower unit numbers [i.e. 201 and 202] and the larger unit number [i.e. 203] would be eliminated) This amendment to the Declaration of Condominium need only be signed, joined in and consented to by the Association, whose consent may not be unreasonably withheld, and the Unit Owners whose Units are physically affected and their mortgagees of record and no other Unit Owner, mortgagee or lienor shall be required to join in the amendment. Notwithstanding the foregoing, for so long as Developer holds any Units for sale, Developer may execute and record an amendment for such Units without the joinder of the Association any Unit Owner, or mortgagee or lienor. The amendment shall be effective when recorded in the Public Records of Lee County, Florida. The amendment shall have attached to it a surveyor's, engineer's or architect's certified drawing and certificate showing the location of the new perimeter boundary for the Units affected and shall certify a new apportionment of Common Elements, Common Surplus and voting interest based upon the square footage of the new Units.

4.2 All Units must have a minimum of 1,000 square feet.

4.3 Any proposed subdivision, combination or alteration must comply with all applicable governmental regulations. Demising walls between the Units must be constructed in accordance with all applicable governmental regulations and must include any fire walls as may be required by applicable building codes.

4.4 All assessments for the affected Units must be paid current through the date of the amendment. From and after the recording of the amendment, the Assessments due for each Unit shall be based upon the new apportionment of Common Elements.

4.5 Each Unit's voting interest and interest in the Common Elements and Common Surplus shall be revised to correspond to the new square footage of each respective Unit. The new percentage interest appurtenant to such Unit shall be stated in the amendment.

4.6 The owner of the affected Unit(s) shall install, at their expense, all new entrance doors, air conditioning compressors, air handlers, HVAC equipment, meters and utility lines, which include but are not limited to fire sprinkler and alarm systems, as may be necessary for each Unit to function as a separate Unit.

4.7 The owners of the affected Units shall pay all costs and expenses in connection with the subdivision or combining of Units or the alteration of Unit boundaries including any legal, architectural, engineering, consultant or other professional fees incurred by the Association.

5. **CONDOMINIUM UNITS, BOUNDARIES, AND APPURTENANCES** - Each Unit and its appurtenances constitute a separate parcel of real property that may be owned in fee simple. The Unit may be conveyed, transferred, and encumbered like any other parcel of real property independently of all other parts of the Condominium Property, subject only to the provisions of the Condominium Documents and applicable laws.

5.1 **BOUNDARIES** - Each Unit will have boundaries as defined below.

5.1.1. **HORIZONTAL BOUNDARIES** - The upper and lower boundaries of the Units will be:

5.1.1.1. **UPPER BOUNDARY** - The horizontal plane of the unfinished lower surface of the structural ceiling of the Unit, extended to meet the perimeter boundaries.

5.1.1.2 **LOWER BOUNDARY** - The horizontal plane of the upper surface of the concrete floor of the Unit, extended to meet the perimeter boundaries.

5.1.2. **PERIMETER BOUNDARIES** - The perimeter boundaries will be both the unfinished interior surfaces of the perimeter walls of the Unit extended to meet with each other and the upper and lower boundary of the Unit, and the planes of the interior surfaces of the Unit's windows, doors, and other openings that abut the exterior of the building or Common Elements. Exterior windows shall not be included within the Unit. Exterior doors shall be included within the Unit.

5.2 **EXCLUSIVE USE** - Each Unit Owner will have the exclusive use of such owner's Unit subject to the easements and rights reserved herein.

5.3 **OWNERSHIP** - The ownership of each Unit will carry with it, as appropriate, and whether or not separately described, the following:

5.3.1. **COMMON ELEMENTS AND COMMON SURPLUS** - An undivided share of ownership of the Common Elements and Common Surplus as provided herein.

5.3.2. **LIMITED COMMON ELEMENTS** - Either the exclusive use or use in common with one or more other designated Units of the Limited Common Elements that may exist and be assigned to the Unit.

5.3.3. **ASSOCIATION MEMBERSHIP** - Membership in the Association and voting rights as provided herein.

5.4 **EASEMENTS** - The following easements are hereby reserved and created (in addition to any easements created under the Condominium Act).

5.4.1. **SUPPORT** - Each Unit shall have an easement of support and shall be subject to an easement of support and necessity as necessary to the support of the building, Units and Common Elements.

5.4.2. **UTILITY AND OTHER SERVICES** - Easements are reserved in favor of the Developer, the Association, utility companies designated by the Developer or Association and all Unit Owners, under, through and over the Condominium Property as may be required from time to time for utility, cable TV and other services and drainage in order to serve the Condominium. The board of directors of the Association or its designee shall have a right of access to each Unit to inspect the same, to install, maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing such facilities or the easement herein reserved. Such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days notice. The Unit Owner may restrict access to before, or after, normal business hours. In the event that a Unit Owner exercises the above easement rights or installs utility lines and facilities which causes or results in damage to another Unit, property located therein, or the Common Elements, the Unit Owner exercising such easement rights shall be responsible for such damage and shall pay for all repair and replacement costs. The Unit Owner installing such utility lines and facilities shall be responsible for ensuring that they do not create noises or nuisances within the Unit in which they are installed.

5.4.3. **ENCROACHMENTS** - If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the improvements, (ii) settling or shifting of the improvements, (iii) any alteration or repair to the Common Elements made by or with the consent of the Association, or (iv) any repair or restoration of the improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

5.4.4. **INGRESS AND EGRESS** - A nonexclusive easement in favor of each Unit Owner and their tenants and their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended and designated for such purposes and use.

5.4.5. **CONSTRUCTION; MAINTENANCE** - The Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion, from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any improvements of Units, located or to be located thereon, and for repair, replacement and maintenance purposes provided such activity does not unreasonably interfere, in the opinion of the Developer, with the use or enjoyment by the Unit Owners of the Condominium property. It is acknowledged that construction activities will be ongoing within individual Units after the recording of this Declaration and that such activities are necessary for the buildout of individual Unit spaces. Developer, Unit Owners, or their designees, shall have the right to conduct such construction activities subject to reasonable rules and regulations that may be established by the Association.

5.4.6. **SALES & LEASE ACTIVITY** - For so long as there are any unsold Units, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for models and sales offices, to show Units to prospective purchasers and tenants, to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease and for any other similar purpose the Developer deems appropriate in its opinion.

5.4.7. **ADDITIONAL EASEMENTS** - The Developer (so long as it owns any Units) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association irrevocably as their attorney-in-fact for this purpose), each shall have the right to grant such additional electric, drainage, gas, cable TV or other utility or service easements, or relocate any existing utility or service easements or drainage facilities, in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion hereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units.

5.4.8. **PUBLIC SERVICES** - Access to both the Condominium Property and the Units for lawfully performed emergency, regulatory, law enforcement, and other public services is hereby reserved in favor of the Association and any governmental agency or emergency service personnel.

5.4.9. **EASEMENTS TO MASTER ASSOCIATION**

(a) There is hereby created in favor of the Master Association (as defined in Section 24 below), and its successors, assigns and designees, non-exclusive perpetual easements over, under and across the Condominium Property for the purposes of operation, control, maintenance, repair, and replacement of those portions of the Common Elements which are the responsibility of the Master Association, including, without limitation, roadway (Parker Commons Boulevard), the storm water management system and the lakes located adjacent to the Condominium Property, and for any and all other functions and responsibilities of the Master Association, as set forth elsewhere herein or in

the Master Declaration (as defined in Section 24 below). Non-exclusive, perpetual easements are hereby created in favor of the Master Association, its successors, assigns and designees, for installation, maintenance, repair and replacement of utilities, pipes, wires and systems serving the Master Association property. The above easements granted to the Master Association shall not be exercised in such a manner as to interfere with the commercial use of the Units in the Condominium.

6. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS - The responsibility for protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as follows:

6.1 ASSOCIATION MAINTENANCE - The Association is responsible for the protection, maintenance, repair and replacement of all Common Elements and Association property (other than the Limited Common Elements that are required elsewhere herein to be maintained by the Unit Owner). The cost is a common expense. The Association's responsibilities include, without limitation:

6.1.1. Maintenance, repair and replacement of all exterior windows except for cleaning of the interior surfaces of such windows.

6.1.2. Maintenance, repair and replacement of all installations, fixtures and equipment for the furnishing of utilities to more than one Unit or the Common Elements, including, without limitation those facilities from the fire department connection to the riser of the fire sprinkler system, and the fire sprinkler system itself, including the enunciator panel and alarm of the fire sprinkler system (but not to include fire sprinkler and alarm system components serving only one Unit).

6.1.3. Maintenance, repair and replacement of the exterior of building walls, including painting, waterproofing, and/or caulking subject to the provisions of Section 6.3.5 hereof. The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures or other plumbing serving only one Unit, or electrical or mechanical installations or fire sprinkler and alarm system components serving only one Unit. All incidental damage caused to a Unit or Common Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which will restore the property as nearly as practical to its condition before the damage, and the cost shall be a Common Expense. Notwithstanding the above, a Unit Owner shall be responsible for repairing and replacing any damage caused by the Unit Owner or its contractors, subcontractors, agents or invitees.

6.1.4 Maintenance, repair and replacement of all common element signage and entry features, including, without limitation the icon tower and trellises depicted on the condominium plot plan attached hereto as Exhibit "A".

6.1.5 Maintenance, repair and replacement of all parking areas and paver walkways and sidewalks.

6.1.6 Maintenance, repair and replacement of all lobby and entry areas.

6.2 UNIT OWNER MAINTENANCE - Each Unit Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Unit and certain Limited Common Elements. The Unit Owner's responsibilities include, without limitation:

6.2.1. Cleaning of the interior side of the exterior windows.

6.2.2. Maintenance, repair and replacement of the main entrance door to the Unit, all other doors within or affording access to the Unit and all door hardware and locks.

6.2.3. Maintenance, repair and replacement of the electrical, mechanical and plumbing lines, pipes, fixtures, switches, valves, drains, outlets (including connections) and fire sprinkler or alarm system components serving only the Unit. In the event that the Unit Owner installs any specialized equipment, then the maintenance, repair and replacement of all such specialized equipment and utility lines to such equipment shall be the responsibility of the Unit Owner.

6.2.4. Maintenance, repair and replacement of the circuit breaker panel serving the Unit exclusively.

6.2.5. Maintenance, repair and replacement of all appliances, water heaters, smoke alarms and vent fans serving the Unit exclusively.

6.2.6. Maintenance, repair and replacement of all air conditioning, and heating equipment, thermostats, ducts and installations serving the Unit exclusively, including the compressor located on the common area.

6.2.7. Maintenance, repair and replacement of carpeting and other floor coverings in the Unit.

6.2.8. Maintenance, repair and replacement of any drop ceiling or other ceiling finishes and all wall covering in the Unit.

6.2.9. Maintenance, repair and replacement of other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit.

6.2.10. Maintenance, repair and replacement of all interior partition walls which do not form part of the boundary of the Unit.

6.2.11. Repair and replacement of any damage caused by the Unit Owner or its contractors, subcontractors, agents and invitees.

6.2.12. Maintenance, repair and replacement of any signage or directories pertaining to the Unit, provided however, that all such signage and directories must be approved by the Association.

6.2.13. In the event that Unit Owner fails to perform any of the above, the Association shall have the right, but not the obligation, to perform the same and assess the Unit Owner the costs thereof.

6.3 OTHER UNIT OWNER RESPONSIBILITIES -

6.3.1. **INTERIOR DECORATING** - Each Unit Owner is responsible for all finishing and decorating work within his own Unit, including interior partition walls, restrooms, duct work, ceiling finishes, painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, furnishings and interior decorating.

6.3.2. **WINDOW COVERINGS** - The covering and appearance of the windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the approval of, and subject to the rules and regulations of, the Association. All drapes, shades, window coverings or other materials coming into contact with the glass windows shall have a white backing. No signs, advertisements or colored lights shall be visible through the exterior windows of a Unit.

6.3.3. **MODIFICATIONS AND ALTERATIONS OR NEGLECT** - If a Unit Owner makes any unauthorized modifications, installations or additions to his Unit or the Common Elements or neglects to maintain, repair and replace items as required by this Section 6, the Unit Owner shall be financially responsible for:

6.3.3.1. All costs incurred by the Association in performing the required maintenance, repair and replacement;

6.3.3.2. The costs of repairing any damage to the Common Elements or other Units resulting from the existence of such modifications, installations or additions; and

6.3.3.3. The costs of removing such modifications, installations or additions. The Association shall have the right to perform any maintenance, repair or replacements which the Unit Owner has failed to do and to assess the Unit Owner for the costs of the same. Such assessment, together with costs and attorney's fees shall be secured by a lien on the unit.

6.3.4. **USE OF LICENSED AND INSURED CONTRACTORS** - Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, whether with or without Association approval, such Owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. The Board of Directors of the Association may require that each Unit Owner and/or contractor, prior to commencing any construction, place a cash bond with the Association to pay for damage to property and to ensure that construction is timely completed in accordance with approved plans and specifications.

6.3.5. **RESERVES FOR ROOF, BUILDING PAINTING AND ELEVATORS** - Notwithstanding anything herein to the contrary, the responsibility for each building's necessary repair and replacement⁵ of all roofs, trellises, exterior building painting and elevators, shall belong to the Association, the cost of which shall be shared by all Unit Owners within such respective building. Each Unit Owner's responsibilities for the cost of such maintenance under this Section 6.3.5 shall be based upon the ratio of the total square footage of the Owner's Unit in relation to the total square footage of all Units in the building. The Association shall be responsible for calculating the reserves necessary for such maintenance and shall prepare annually a separate reserve schedule for each building pursuant to this Section 6.3.5.

In addition to the reserves for each building, as set forth above, the Association may collect reserves for such Common Expenses to be shared by all Unit Owners in the Condominium, including without limitation, pavement resurfacing and the maintenance, repair and replacement of the tower icon.

6.4 SERVICE AND MAINTENANCE CONTRACTS - If there shall become available to the Association:

6.4.1. A program of contract maintenance for items which are located within the Units and otherwise the responsibility of the Unit Owner, such as water heaters and/or air-conditioning compressors and/or air handlers and related equipment serving individual Units; or

6.4.2. Certain contract services to be delivered within the Units for items otherwise the responsibility of the Unit Owner, such as pest control or cable television:

6.4.3. The Board may enter into any such contracts which the Board determines are to the benefit of the owners generally. The expenses of such contractual undertakings to the Association shall be a Common Expense. All maintenance, repairs and replacements not covered by the contracts shall remain the responsibility of the Unit Owner. Because the expenses are Common Expenses, an election by a Unit Owner not to take advantage of the services or maintenance provided by such contracts shall not excuse the owner from paying his share of the cost.

6.5 OWNER ALTERATION OF COMMON ELEMENTS RESTRICTED - No Unit Owner may make any alterations, add to, or remove any part of the portions of the Common Elements or Limited Common Elements without the prior written approval of the Board of Directors. The Board has the authority to approve, disapprove, or require modifications of the proposed work. The Board's decision will be determinative of the matter. The Unit Owner must obtain all necessary approvals and permits from applicable government entities. The Association may require approval from engineers or other professionals as a prerequisite. The entire expense must be borne by the Unit Owner, including any subsequent maintenance and restoration. No Unit Owner will do any work that would jeopardize the safety or soundness of the building or impair any easements. Notwithstanding the above, each Unit Owner on the first floor may install an exterior door which exits onto the sidewalk. The location of the door and the style and materials of the door and hardware must be approved by the Association and be of the same metal color and glass color as the rest of the building. No structural support portions of the building shall be removed when installing such doors.

6.6 OWNER ALTERATION OF UNIT RESTRICTED - No owner of a Unit shall make or permit any structural modifications or alterations in such Unit or connect to the utilities, or install any utility lines, plumbing fixtures, or duct work, or to construct any interior walls within the Unit without first obtaining the written consent of the Board of Directors which consent may be withheld in the event that the Board of Directors determines in their sole discretion that such would adversely affect, or in any manner be detrimental, to the Condominium in part or in its entirety. No owner shall cause any improvements or changes to be made to the exterior of the Unit, including painting or other decoration, or the installation of electrical wiring, antenna, machines or air conditioning units, which may protrude through the walls or roof of the Condominium or in any manner change the appearance of any portion of the building not within the Unit, without the written consent of the Board of Directors being first had and obtained. Prior to commencing any work, a Unit Owner shall deliver proposed plans for the work to the Association for approval. Any work shall be in accordance with the approved plans, and all necessary and required permits and/or regulatory approvals must be obtained by the Unit Owner and submitted to the Board of Directors. The Board of Directors may appoint an Architectural Review Committee to review all plans. In the event that a Unit Owner's water use is substantially more than the average amount used by other similar Unit Owners, or if a Unit Owner requires a larger water line, the Unit Owner shall pay for the cost of the larger water line and for a water sub-meter; or, in the alternative, the Association may hire an engineer or similar licensed professional, at the Unit Owner's expense, to determine the Unit

Owner's share of the water expense resulting from such water use. Any Unit Owner who is required to install a water sub-meter shall be responsible for all costs associated therewith, including all water costs. If a larger water line or sub-meter is required because of the water use of several owners, the Association may install larger water lines and/or a sub-meter and assess the costs to those responsible or assess the cost as a common expense all at the discretion of the Board of Directors. Such assessments together with costs and attorney's fees shall be secured by a lien.

6.7 **SIGNS** – Each Unit Owner may install and maintain one sign, the size and location of said sign shall be first approved by the Association to promote uniform signage and location of signage throughout the Development. All signs must conform to applicable local governmental regulations. The sign drawings submitted by the Unit Owner to the Association for approval shall clearly show graphics as well as construction and attachment details. Full information regarding electrical requirements and brightness is also to be included. The Association may promulgate sign criteria as to better size and dimensions, type of illumination, if any, and all materials to be used for fasteners and type of paints to be used.

6.8 **USE OF UNITS** – Each Unit may be used only for commercial purposes and only for purposes for which the Unit is zoned. No Unit shall be used for residential purposes or overnight sleeping quarters for any persons. Each Unit Owner must obtain an occupational license from the appropriate governmental authority in order to operate their business in the Unit.

7. **COMMON ELEMENTS**

7.1 **SHARE OF** - The Common Elements will be owned by the Unit Owners in undivided shares. Such undivided shares are stated as percentages and are based on the total square footage of each Unit in uniform relationship to the total square footage of all of the Units in the Condominium.

7.2 **USE** - Each Unit Owner and the Association will be entitled to use the Common Elements (except for Limited Common Elements) in accordance with the purposes for which the elements are intended; however, no such use may hinder or encroach upon the lawful rights of other Unit Owners. Access to Common Element mechanical/utility rooms may be restricted by the Association.

7.3 **MATERIAL ALTERATIONS AND ADDITIONS** - Except as provided for in this Declaration and except for the alterations or additions made by a Unit Owner with Association approval, or by the Board of Directors alone for the integrity of the Condominium Property (including compliance with building codes) or by a Unit Owner in connection with the subdivision of Units, combination of Units or alteration of Unit boundaries as provided in section 4 above, all material alterations of or substantial additions to the Common Elements may be effectuated only upon approval of at least 51% of the voting interests of the Association. The Board of Directors may lease or grant easements or licenses for the use of Common Elements or Association property and may charge for such use.

8. **ADMINISTRATION** - The administration of the Condominium shall be by the Board of Directors and its powers and duties shall be as set forth herein and in the Articles of Incorporation and the Bylaws attached as Exhibits "B" and "C" as the same may be amended from time to time.

9. **INSURANCE** - In order to adequately protect the Unit Owners, the Association, and all parts of the Condominium property and Association property that are required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions.

9.1. **DUTY AND AUTHORITY TO OBTAIN** - The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. In all insurance purchased by the Association and to the extent obtainable, the name of the insured shall be the Association and the Unit Owners and their mortgagees (without naming them), as their interests shall appear and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional mortgages.

9.2. **BASIC INSURANCE** - The Board will procure insurance in an amount and with such coverage's as determined annually by the Board of Directors.

9.3. **FIDELITY BONDING** - The Association shall obtain and maintain blanket fidelity bonding for each person who is authorized to sign checks and the President, Secretary and Treasurer of the Association in an amount not less than the minimum required by the Condominium Act from time to time. The Association shall bear the cost of bonding.

9.4. **DIRECTORS AND OFFICERS LIABILITY INSURANCE** - The Association shall obtain and maintain adequate Directors and Officers liability insurance utilizing the broad form of policy coverage for all Directors and officers and, if available, committee members of the Association.

9.5. **SHARES OF INSURANCE PROCEEDS** - All proceeds of insurance policies purchased by the Association shall be payable to the Association. The duty of the Association shall be to receive such proceeds and hold and disburse them for the purposes stated herein in the following shares:

9.5.1. **COMMON ELEMENTS** - Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the shares of each Unit Owner being the same as his share in the Common Elements.

9.5.2. **UNITS** - Proceeds on account of damage to Units shall be held in as many undivided shares as there are damaged Units, the share of each owner being in proportion to the cost of restoring the damage suffered by each such Unit.

9.5.3. **MORTGAGEES** - If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests may appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Units except to the extent that insurance proceeds exceed the actual costs of repair or restoration of the damaged improvements, and no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty. The Association shall pay all policy deductible amounts on Association policies.

9.6. **DISTRIBUTION OF INSURANCE PROCEEDS** - Proceeds of insurance policies received by the Association shall be distributed for the benefit of the Unit Owners in the following manner.

9.6.1. **COST OF RECONSTRUCTION OR REPAIR** - If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the proceeds shall first be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be retained by to the Association.

9.6.2. **FAILURE TO RECONSTRUCT OR REPAIR** - If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds after expenses shall be distributed to the beneficial owners. The remittances to Unit Owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

9.7 **ASSOCIATION AS AGENT** - The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

10. **RECONSTRUCTION OR REPAIR AFTER CASUALTY** - If any part of the Condominium Property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

10.1. **DAMAGE TO UNITS** - Where loss or damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, any Association insurance proceeds on account of the damage, less the deductible, shall be distributed to such contractors, suppliers and personnel for work done, materials supplied or services required for reconstruction and repair. Payments shall be in such amounts and at such times as the Unit Owners may direct. The owners of damaged Units shall be responsible for reconstruction and repair and shall bear the cost thereof, if any, in excess of the insurance proceeds.

10.2. **DAMAGE TO COMMON ELEMENTS - LESS THAN "VERY SUBSTANTIAL"** - Where loss or damage occurs to the Common Elements, but the loss is less than "very substantial", as hereinafter defined, it shall be mandatory for the Association to repair, restore or rebuild the damage caused by the loss, and the following procedures shall apply:

10.2.1. **ESTIMATES** - The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of reconstruction and repair, and shall negotiate and contract for the work.

10.2.2. **INSURANCE INSUFFICIENT** - If the net proceeds of insurance plus available reserves are insufficient to pay for the cost of reconstruction and repair of the Common Elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Unit Owners. Such special assessments need not be approved by the Unit Owners. The special assessments shall be added to the proceeds available for reconstruction and repair of the property.

10.2.3. **"VERY SUBSTANTIAL" DAMAGE** - As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby 3/4ths or more of the total units are rendered unsuitable for business occupation and which cannot be rendered suitable within one hundred and fifty (150) days of commencing repairs in the opinion of the Board of Directors. Should such "very substantial" damage occur, then:

10.2.3.1 **OWNERS' MEETING** - A meeting of the Association shall be called by the Board of Directors to be held within a reasonable time after the casualty. A determination by the Board of Directors as to what is a reasonable time shall be conclusive. The purpose of the meeting shall be to determine the wishes of the membership with reference to reconstruction or termination of the Condominium, subject to the following:

10.2.3.1.1. INSURANCE SUFFICIENT - If the insurance proceeds and reserves available for reconstruction and repair are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium property shall be reconstructed or repaired unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of Units, in which case the Condominium shall be terminated pursuant to Section 15.

10.2.3.1.2. INSURANCE INSUFFICIENT - If the insurance proceeds and reserves available for reconstruction and repair are not sufficient to cover the cost thereof so that a special assessment will be required, then unless at least 67% of the voting interests of the Association approve such special assessment, the Condominium shall be terminated pursuant to Section 15. If 67% or more of the voting interests of the Association approve the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate and contract for such reconstruction and repairs. The special assessment shall be added to the proceeds of insurance and reserves available for reconstruction and repair of the property.

10.2.4. DISPUTES - If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding upon all Unit Owners.

10.3 APPLICATION OF INSURANCE PROCEEDS - It shall be presumed that the first monies disbursed for reconstruction and repair shall be from the insurance proceeds and they shall first be applied to reconstruction of the Common Elements and Association property and then to the Units; if there is a balance in the funds held by the Association after the payment of all costs of reconstruction and repair, such balance shall be retained by the Association.

10.4. EQUITABLE RELIEF - In the event of very substantial damage to the Condominium Property, and if the property is not reconstructed or repaired within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that reconstruction or repair has occurred within a reasonable period of time if substantial work is commenced within such time following the damage or destruction as is determined by the Board of Directors to be reasonable and the work proceeds without intentional and unwarranted delay to completion.

10.5 PLANS AND SPECIFICATIONS - Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings as updated to comply with current building code requirements or in lieu thereof, according to plans and specifications approved by the Board of Directors and by the owners of at least 67% of the voting interests of the Association.

11. USE RESTRICTIONS - The use of the property of the Condominium shall be in accordance with the following restrictions and any Rules and Regulations promulgated by the Board of Directors.

11.1. LAWFUL USE - All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair upon condominium property shall be the same as the responsibility for the repair and maintenance of the property as expressed earlier in this Declaration.

11.2. COMMERCIAL USE - All Units shall be used for non-residential uses as permitted by applicable zoning ordinances.

11.3. **ACCESS TO UNITS** - The Association has an irrevocable right of access to the Units during reasonable hours when necessary for the purpose of maintenance, repair and replacement of the Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. The owner of a Unit has a right of access through the Association to any adjoining Unit as is reasonably necessary in order to maintain, repair or replace parts of the owner's Unit. The right of access to a Unit shall be exercised after reasonable notice to the Unit Owners, unless such notice is not possible or practical under the circumstances, and with due respect for the occupants' rights to privacy and freedom from unreasonable annoyance, with reasonable precautions to protect the personal property within the Unit.

11.4. **PARKING** - All parking shall be available for common use of the Unit Owners and their guests and invitees.

11.5. **EXCLUSIVE USE - COMMON FACILITIES** - The Association may lease to Unit Owners for appropriate temporary periods of time those portions of the Common Elements rationally appropriate and desirable for exclusive use.

11.6. **NUISANCES PROHIBITED** - No person shall engage in any practice, exhibit any behavior nor permit any condition to exist that will constitute a nuisance or become a reasonable source of annoyance or disturbance to any occupant of the Condominium.

12. **LEASE, CONVEYANCE, DISPOSITION** - The purpose and object of this Section is to maintain a compatible business community with other financially responsible persons or companies. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Therefore, the lease, conveyance and disposal of the Units by owners shall be subject to the following provisions:

12.1 **ASSOCIATION APPROVAL REQUIRED** - Except for Developer sales, transfers and leases, and sales, transfers or leases to a trust, partnership, corporation, limited liability company or other business entity in which the Unit Owner or a family member of a Unit Owner has an interest and except for sales, transfers and leases made in connection with the sale of all or substantially all of the assets of a business entity, no owner may sell, lease, give or otherwise transfer ownership of a Unit, or any interest therein, in any manner without the prior written approval of the Association. The approval shall be a written instrument. For all Unit transfers of title other than transfers from the Developer and leases, the approval or exception to the approval must be recorded in the Lee County, Florida Public Records at the expense of the Unit Owner. The granting of a mortgage shall not be deemed to be a transfer and shall not require Association approval.

12.1.1. **DEVISE OR INHERITANCE** - Approval shall not be required for any transfer by devise or inheritance, however, written notice of the same shall be given to the Association.

12.1.2. **LEASES** - Approvals of leases need not be recorded. All leases must provide, and if they do not, shall be deemed to provide the agreement of the lessee(s) to abide by all of the Condominium Documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination and eviction and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses including attorney's fees, at all trial and appellate levels. If such costs and

fees are not immediately paid by the lessee(s), the Unit Owner shall pay them. Each Unit Owner irrevocably appoints the Association as owner's agent authorized to bring actions in owner's name and at owner's expense including actions for injunction, damages, termination and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the Unit Owner at or before the commencement of the lease term.

12.2 APPROVAL PROCEDURE - The approval of the Association shall be obtained as follows:

12.2.1 WRITTEN NOTICE - Not later than thirty (30) days before the transfer of ownership occurs, or the first day of occupancy under a lease or lease with option to purchase, legal written notice shall be given the Association by the owner of his intention to sell or transfer his interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the contract, lease or other documents for the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100.00 or as permitted by law from time to time, whichever is greater.

12.2.2 ASSOCIATION'S OPTIONS - The Association must, within ten (10) days after receipt of all the information required above, either approve, or disapprove of the proposed transfer or lease. If the Association disapproves the proposed transfer or lease, then upon written demand of the owner, the Association must furnish an alternate purchaser it approves or the Association may itself elect to purchase, and the owner must sell or transfer to such alternate purchaser or to the Association upon the same terms set forth in the proposal given the Association. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, upon demand, provide a recordable certificate of approval;

12.2.3 CLOSING DATE - The sale or other transfer shall be closed within 60 days after an alternate purchaser or transferee has been furnished or the Association has elected to purchase;

12.2.4 NOTICE OF DISAPPROVAL - If the Association disapproves the proposed transaction, notice of disapproval shall be promptly sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve any sale, transfer or lease until such time as all unpaid assessments and all court costs and attorneys fees (if any) incurred by the Association and due and owing for the Unit have been paid;

12.3 JUDICIAL SALES - Judicial sales are exempt from this Section, as well as deeds in lieu of foreclosure to Institutional Mortgagees.

12.4 UNAPPROVED TRANSACTIONS - Any transaction which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12.5 CAPITAL CONTRIBUTION - Upon each sale and conveyance of a Unit, including the sale and conveyance of a Unit by the Developer, the purchaser shall pay to the Association a one (1) time fee equal to One Thousand and 00/100 Dollars (\$1,000.00) for capital contribution to the Association. This contribution is not a prepayment of the regular Association assessments, rather, these funds may be used by the Association for any purpose including, but not limited to, paying operating

deficits, prepaid insurance premiums or utility deposits, either before or after of turnover of control of the Association by the Developer.

13. **COMPLIANCE AND DEFAULT** - Each Unit Owner, each tenant and other invitee shall be governed by, and shall comply with the provisions of the Condominium Act as amended from time to time and the Condominium Documents.

13.1 **REMEDIES** - Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages or injunctive relief or both. Actions may be maintained by the Association or by any Unit Owner.

13.2 **COSTS AND FEES** - In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney fees.

13.3 **NO WAIVER OR RIGHTS** - The failure of the Association or any owner to enforce any covenant, restriction or other provision of the Condominium Documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other instances.

14. **AMENDMENTS** - Except for amendments to subdivide Units, combine Units or alter Unit boundaries, which shall be governed by Section 4, amendments to any of the Condominium Documents shall be in accordance with the following:

14.1 **REQUIREMENTS** - An Amendment may be proposed either by the Board of Directors or by 25% of the voting interests of the Association, and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice President of the Association that it has been enacted by the affirmative vote of the required percentage of the voting interests (which vote may include later written approval of voters not present), and the separate written joinder of mortgagees where required and shall include the recording data identifying the location of the Declaration as originally recorded and which shall become effective when recorded in the public records;

14.2 **CORRECTORY AMENDMENT** - Whenever it shall appear to the Board of Directors that there is a defect, error or omission in any of the Condominium documents or in order to comply with applicable laws or requirements of government entities, the amendment may be adopted by the Board of Directors alone;

14.3 **REGULAR AMENDMENTS** - Amendments may be enacted by a favorable vote of the owners of at least sixty-seven percent (67%) of the voting interests in the Association who are present in person or by proxy at a meeting at which a quorum has been established.

14.4 **DEVELOPER AMENDMENTS** - Until relinquishment of Developer control of the Association (the "Turnover"), the Developer specifically reserves the right, without the joinder of any person, to make such amendments to the Declaration and its exhibits or to the plan of development, as may be required by any lender, governmental authority or as may be, in its judgment, necessary or desirable. The Developer shall further have the right to unilaterally amend this Declaration for the purposes set forth and pursuant to Section 718.110(5) and to otherwise correct scrivener's errors. This paragraph shall take precedence over any other provision of the Declaration or its exhibits.

14.5 **MORTGAGEE APPROVAL** - Amendments materially affecting the rights or interests of Institutional Mortgagees must have the approval of the holders of such affected mortgagees of record. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association and recorded in the Public Records of Lee County, Florida.

14.6 **DEVELOPER'S RIGHTS** - No amendment to this Declaration or any of the Condominium Documents shall change the rights and privileges of the Developer without the Developer's written approval so long as the Developer holds any Units for sale in the ordinary course of business;

14.7 **WRITTEN AGREEMENTS** - Any approval of Unit Owners on any matter called for by this Declaration, its Exhibits or any statute to be taken at a meeting of Unit Owners is hereby expressly allowed to be taken instead by written consent or agreement, without a meeting (which consent or agreement may be in counterparts).

15. **TERMINATION** - The termination of the Condominium shall be carried out in accordance with the following:

15.1 **BY AGREEMENT** - The Condominium may be caused to be terminated at any time by written agreement of the owners of at least three-fourths (3/4ths) of the voting interest in the Association, and of the holders of institutional mortgages.

15.2 **WITHOUT AGREEMENT, ON ACCOUNT OF VERY SUBSTANTIAL DAMAGE** - If the Condominium suffers "very substantial damage" to the extent defined in Section 10.2.3 above, and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.

15.3 **PROCESS OF TERMINATION** - Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section is recorded in the Public Records of Lee County, Florida.

15.3.1 The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice-President with the formalities of a deed, and certifying as to the facts effecting the termination. The Certificate shall also include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating willingness to serve in that capacity.

15.3.2 The recording of that Certificate of Termination automatically divests the Association of title to all Association property, and divests all Unit Owners of legal title to their respective Condominium parcels, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property which was formerly the Condominium property or Association property, without need for further conveyance. Beneficial title to the former Condominium and Association property shall be transferred to the former Unit Owners as tenants in common, in the same undivided shares as each owner previously owned in the common elements, without further conveyance. Each lien encumbering a Condominium property and Association property unattributable to the Unit unencumbered by the lien, with the same priority.

15.4 **WIND-UP OF ASSOCIATION AFFAIRS** - The termination of the Condominium does not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, and in the Articles of Incorporation and By-laws, to the extent necessary to, and for the sole purpose of, winding up the affairs of the Association in accordance with this Section.

15.5 **TRUSTEE'S POWERS AND DUTIES** - The Termination Trustee shall hold legal title to the property for the benefit of the former Unit Owners and their successors, assigns, heirs, devisees, mortgagees and other line holders, as their interests shall appear. If the former Unit Owners approve a sale of the property as provided in this Section, the Termination Trustee shall have the power and authority to convey title to the purchaser, and to distribute the proceeds in accordance with the provisions of this Section. The Termination Trustee may charge a reasonable fee for acting in such capacity, and such fee as well as costs and expenses incurred by the Termination Trustee in the performance of its duties, shall be paid by the Association or taken from the proceeds of the sale of the former Condominium and Association property, and shall constitute a lien on the property superior to any other lien. The Trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as Termination Trustee unless such liabilities are the result of gross negligence or malfeasance. The Termination Trustee may rely upon the written instructions and information provided to it by the officers, Directors and agents of the Association, and shall not be required to inquire beyond such information and instructions.

15.6 **PARTITION; SALE** - Following termination, the former Condominium property and Association property may be partitioned and sold upon the application of any Unit Owner. If following a termination, at least seventy-five percent (75%) of the voting interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto. If the Unit Owners have not authorized a sale of the former Condominium and Association property within one (1) year after the recording of the Certificate of termination, the trustee may proceed to sell the property without agreement by the Association of the former Unit Owners. The net proceeds of the sale of any of the property or assets of the Association shall be distributed by the termination trustee to the beneficial owners thereof, as their interests shall appear.

15.7 **NEW CONDOMINIUM** - The termination of the Condominium does not bar creation of another Condominium including all or any portion of the property.

15.8 **PROVISIONS SURVIVE TERMINATION** - The provisions of this Section 15 are covenants running with the land, and shall survive the termination of the Condominium unit all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the By-laws and Articles of Incorporation, and shall have the power to levy assessments to pay the costs and expenses of the Trustee and of maintaining the property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, as well as post-termination costs of maintaining the former Condominium property, are common expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

16. **PROVISIONS PERTAINING TO THE DEVELOPER** - While the Developer holds any unit for sale, none of the following actions may be taken without approval in writing by the Developer:

16.1 Assessment of the Developer as a Unit Owner for capital improvements.

16.2 Any action by the Association that would be detrimental to the sale of Units or the completion of the project by the Developer including such use of unsold units and common elements and Association property as may facilitate completion, sale, maintenance of a sales office, showing of the property and display of signs.

17. **RIGHTS OF MORTGAGEES:**

17.1 **RIGHTS TO INFORMATION** - Upon receipt by the Association from any Institutional Mortgagee, of a written request specifying the address to which the following items are to be sent, the Association shall timely send to such mortgagee, the following, and for which the Association may charge a reasonable fee:

17.1.1 **FINANCIAL STATEMENTS** - A copy of a financial statement of the Association for the immediately preceding fiscal year; and

17.1.2 **INSURANCE CANCELLATION** - Written notice of the cancellation or termination by the Association of any policies of insurance covering the Condominium or Association property or any improvements thereon, or any fidelity bonds of the Association except when the reason for the termination or cancellation of the insurance policy or bond is to change insurance companies or because the policy or bond is not needed or is not available; and

17.1.3 **FAILURE TO NOTIFY** - The failure of the Association to send any such notice to any such mortgagee, Guarantor or Insurer shall have no effect on any meeting, action or thing which was to have been the subject of such notice nor affect the validity thereof and shall not be the basis for liability on the part of the Association.

18. **ENFORCEMENT OF ASSESSMENT LIENS** - Liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property and the Association may also bring an action to recover a money judgment. After a judgment of foreclosure has been entered the Unit Owner during his occupancy, if so ordered by the Court, shall be required to pay a reasonable rental. If the Unit is rented or leased during the pendency of a foreclosure action, the Association shall be entitled to the appointment of a receiver to collect the rent. The Association shall have all the powers provided in F.S. 718.116 and shall be entitled to collect interest at the highest lawful rate (currently 18% per annum) on unpaid assessments and reasonable attorneys' fees, including appeals, and costs incident to the collection of such assessment or enforcement of such lien, with or without suit.

18.1 **CREATION AND ENFORCEMENT OF CHARGES** - The Association shall have cause of action against Unit Owners to secure payment to the Association by Unit Owners of all charges, costs and expenses to the Association which cannot be secured as assessments, regular or special, under F.S. 718.116. The charge shall bear interest at the highest lawful rate, and shall carry with its costs and attorney's fees, including appeals, incurred in collection.

19. **ASSOCIATION AGREEMENTS** - The Association is authorized to enter into agreements to acquire leaseholds, easements, and other possessory or use interest in lands or facilities. Such interests need not be contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners.

20. **CONDEMNATION:**

20.1 **DEPOSIT OF AWARDS WITH ASSOCIATION** - The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that owner.

20.2 **DETERMINATION WHETHER TO CONTINUE CONDOMINIUM** - Whether the Condominium will be continued after condemnation will be determined in the manner provided in Section 10 above for determining whether damaged property will be reconstructed and repaired after a casualty.

20.3 **DISBURSEMENT OF FUNDS** - If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special charges shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

20.4 **ASSOCIATION AS AGENT** - The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

20.5 **UNITS REDUCED BUT USABLE** - If the taking reduces the size of a Unit and the remaining portion of the Unit can be made usable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

20.5.1 **RESTORATION OF UNIT** - The Unit shall be made usable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the Unit;

20.5.2 **DISTRIBUTION OF SURPLUS** - The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagees.

20.6 **UNIT MADE USABLE** - If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made usable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

20.6.1 **PAYMENT OF AWARD** - The fair market value of the Unit immediately prior to the taking, as determined by agreement between the Unit Owner and the Association or by arbitration in accordance with Section 20.6.4. following, shall be paid to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and the mortgagee(s);

20.6.2 **ADDITION TO COMMON ELEMENTS** - If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by all Unit Owners in the manner approved by the Board of Directors;

20.6.3 **ADJUSTMENT OF SHARES IN COMMON ELEMENTS** - The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total remaining square footage of units.

20.6.4 **ARBITRATION** - If the fair market value of a unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the mortgagees, if any, and the Association shall each appoint an M.A.I. appraiser, who shall appraise the Unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. the cost of appraisals shall be paid by the party selecting the appraiser.

20.7 **TAKING OF COMMON ELEMENTS** - Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If a unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

20.8 **AMENDMENT OF DECLARATION** - Changes in the Units, in the Common Elements and in the ownership of the Common Elements that are necessitated by condemnation, shall be evidenced by an amendment of the Declaration of Condominium as ordered by a court or approved by a majority of Unit Owners (voting interests) of this Condominium, without the consent of any mortgagee being required for any such amendment.

21. **VOTING** - Each Unit shall be entitled to a number of votes equal to the Unit's percentage interest in the Common Elements and Common Surplus. The vote shall be cast by the owner of the Unit for its proxy in accordance with the provisions of the Articles of Incorporation and Bylaws.

22. **FUTURE DEVELOPMENT EASEMENTS** - Developer, for itself and its successors and assigns, reserves easements over the Condominium Property as necessary to complete future development and the construction, and use of the Units, if any, including construction access and utilities.

23. **SEVERABILITY AND NON-WAIVER** - If any provision of this Declaration or its exhibits as now constituted or as later amended or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby. The failure of the Association of the Declarant in any instance, to enforce any covenant or provision of this Declaration or any of the Condominium documents shall not constitute a waiver of its right to do so thereafter in other instances.

24. **MASTER ASSOCIATION** - It is acknowledged that the Condominium Property is also subject to the Declaration of Covenants, Conditions and Restrictions for Parker Commons to be recorded in the Public Records of Lee County, Florida, and all amendments thereto (the "Master Declaration"). The Association shall be a member of the Master Association, and such membership interest will be governed by the terms and conditions of the Governing Documents of the Master Association. It is expressly understood that the "Governing Documents" (as defined in the Master Declaration of Parker Commons Association, Inc. (the "Master Association")) do not prohibit the Board from imposing restrictions upon the Condominium Property so long as said restrictions are in addition to, or more restrictive than, the restrictions contained in said Governing Documents; provided, however, that any such restrictions shall not be effective to permit that which is expressly prohibited by the restrictions in said Governing Documents.

THIS DECLARATION OF CONDOMINIUM and exhibits hereto made and entered into this 2ND day of AUGUST, 2006.

WITNESSES:

(Sign) Barbara S. Raybould
(Print) BARBARA S. RAYBOULD

(Sign) [Signature]
(Print) H. SPANGLER

PDP, LLC, a Florida limited liability company

BY: [Signature]
Print Name: DAVID KUZNEV
Its: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 2ND day of AUGUST, 2006, by DAVID KUZNEV, as VICE PRESIDENT of PDP, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ (type of ID) as identification.

NOTARY PUBLIC:

(Sign) [Signature]
(Print) ELAINE STULTZ
STATE OF FLORIDA AT LARGE (SEAL)
My Commission Expires: _____



EXHIBIT A

Legal Description

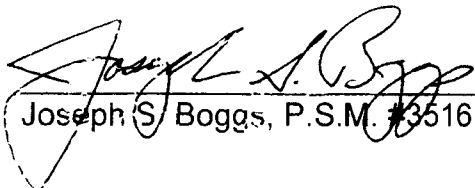
Overall Description

Tract "A", PARKER COMMONS, a subdivision according to the map or plat thereof, recorded at Instrument No. 2006000314343, Public Records of Lee County, Florida.

Parker Commons Office Park, a condominium

I, Joseph S. Boggs, a licensed Florida Surveyor and Mapper do hereby certify as to Parker Commons Office Park, a condominium, that the construction of the improvements comprising the aforesaid condominium are substantially complete so that the materials contained in the attached Exhibits A together with the provisions of the declaration describing the condominium property are an accurate representation of the location and dimensions of the improvements so that the identification, location and dimension of the common elements of the units and Parker Commons Office Park, a condominium, can be determined from these materials. All planned improvements including but not limited to landscaping, utility services, and access to the unit and common element facilities serving the unit to be conveyed are substantially complete with the exception of the parking space striping and the physical unit boundaries of the units.

Consul-Tech Surveying and Mapping, Inc.


Joseph S. Boggs, P.S.M. #3516

8/10/06
Date

Consul-Tech
Construction Management, Inc.

Consul-Tech
Development Services, Inc.

Consul-Tech
Engineering, Inc.

Consul-Tech
Surveying & Mapping, Inc.

Consul-Tech
Transportation, Inc.

Bonita Springs
24831 Old 41 Road
Bonita Springs, FL 34135
(239) 947-0266
FAX (239) 947-1323

Carolinas
(704) 243-1799
FAX (704) 243-1799

Jacksonville
(904) 636-9450
FAX (904) 636-9488

Miami
(305) 599-3141
FAX (305) 599-3143

Miami Gardens
(305) 556-0228
FAX (305) 556-5154

Miramar
Corporate Offices
(954) 438-4300
FAX (954) 438-1433

Orlando
(407) 649-8334
FAX (407) 649-8190

Sarasota
(941) 556-1106
FAX (941) 556-1105

West Palm Beach
(561) 659-3680
FAX (561) 659-2105

PARKER COMMONS, OFFICE PARK A CONDOMINIUM

CONDOMINIUM BOOK _____
PAGE _____

NORTH LINE OF WEST 1/2, SOUTHWEST 1/4, NORTHWEST 1/4
N88°52'54"E 681.70'
30' EASEMENT



NOTES:

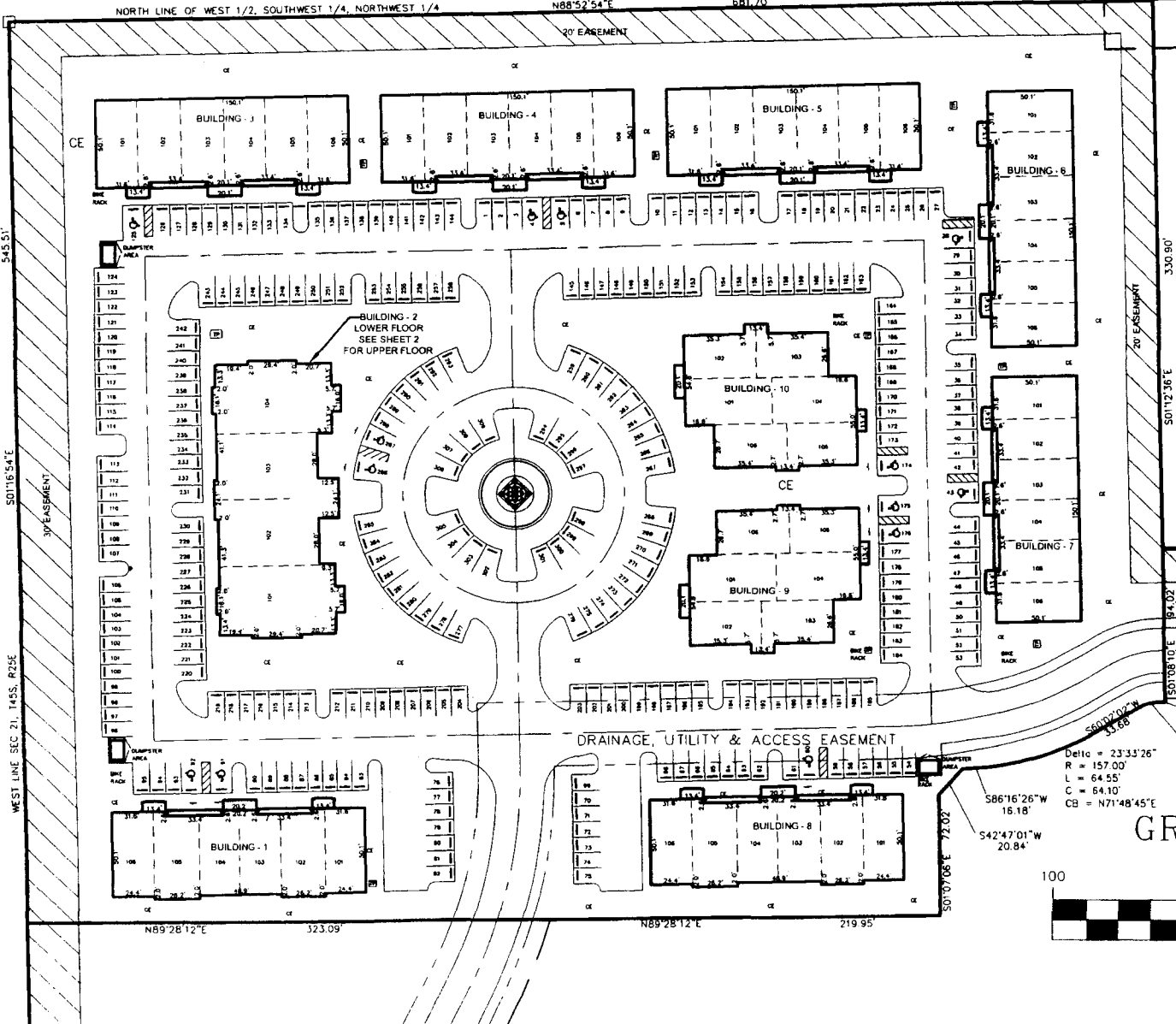
C.E = COMMON ELEMENT
1 = PARKING SPACE INDIVIDUAL SPACES ASSIGNED BY THE ASSOCIATION BECOME LIMITED COMMON ELEMENTS

LEGAL DESCRIPTION:

TRACT "A", PARKER COMMONS, A SUBDIVISION ACCORDING TO THE MAP OR PLAN THEREOF, RECORDED AT INSTRUMENT NUMBER 20060003143.4.3, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Joseph S. Boggs DATE: 8/10/06
JOSEPH S. BOGGS
PROFESSIONAL SURVEYOR AND MAPPER
P.S.M. 3516, STATE OF FLORIDA

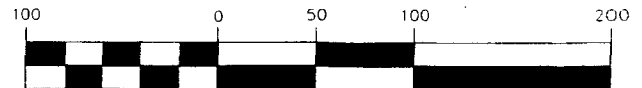
Golf Course



Delta = 28°39'42"
R = 28.00'
L = 14.01'
C = 13.86'
CB = S74°21'53"W

Delta = 23°33'26"
R = 157.00'
L = 64.55'
C = 64.10'
CB = N71°48'45"E

GRAPHIC SCALE



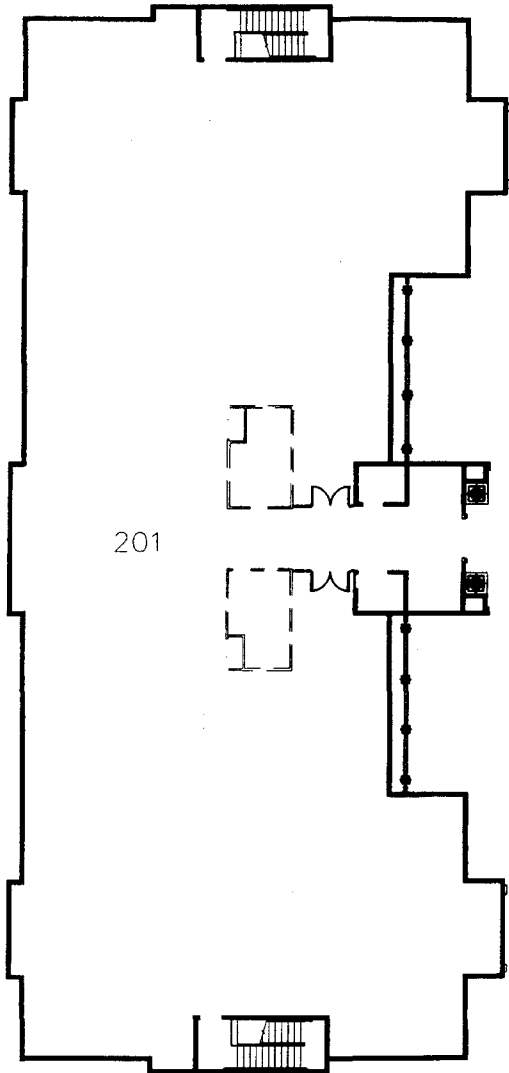
(IN FEET)
1 inch = 100 ft.

EXHIBIT A

PARKER COMMONS, OFFICE PARK
A CONDOMINIUM.

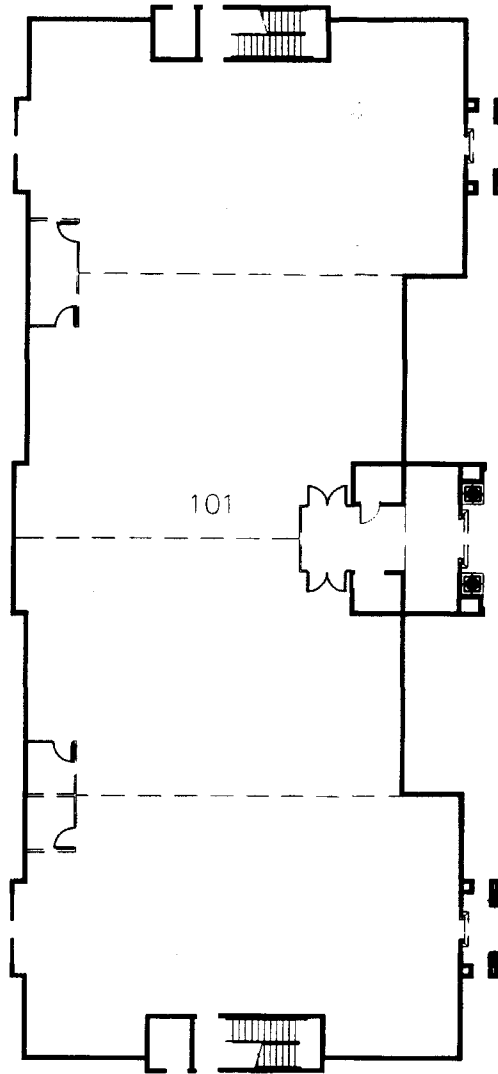
CONDOMINIUM BOOK _____
PAGE _____

BUILDING 2
UPPER LEVEL



201

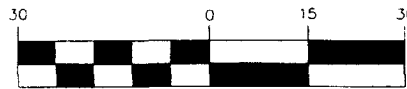
BUILDING 2
LOWER LEVEL



101



GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.

EXHIBIT A

PARKER COMMONS, OFFICE PARK,
A CONDOMINIUM.

CONDOMINIUM BOOK _____
PAGE _____



EXHIBIT A

ConsulTech

Surveying & Mapping, Inc.
Consulting Engineers Land Planners Land Surveyors
24831 Old 41 Road Bonita Springs, FL 34135
Phone (239) 847-0284 Fax (239) 847-1323
CERTIFICATE OF AUTHORIZATION #87121

NOTE: This instrument is the property of
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INC. and shall not be reproduced in
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& MAPPING, INC.

PROJECT

PARKER COMMONS, OFFICE PARK,
A CONDOMINIUM

ELEVATION - BUILDING 2

DRAWING PATH:

PARKER/SEARS/CONDO DOCS
FINAL/ELEVATION-BLDG 2

SHEET 3 OF 6

PARKER COMMONS, OFFICE PARK,
A CONDOMINIUM.

CONDOMINIUM BOOK _____
PAGE _____

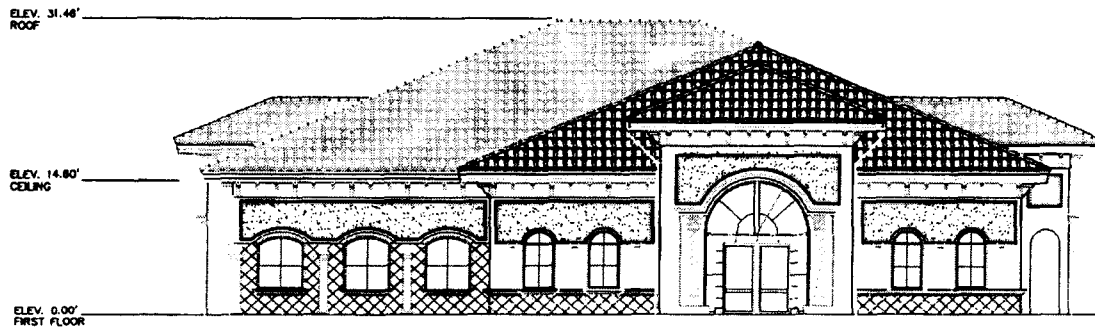


EXHIBIT A

ConsulTech

Surveying & Mapping, Inc.
Consulting Engineers Land Planners Land Surveyors
24831 Old 41 Road Bonita Springs, FL 34135
Phone (239) 847-0286 Fax (239) 847-1323
CERTIFICATE OF AUTHORIZATION #87121

NOTE: This instrument is the property of
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& MAPPING, INC.

PROJECT

PARKER COMMONS, OFFICE PARK,
A CONDOMINIUM

ELEVATION - BUILDING 9 & 10

DRAWING PATH:

PARKER/SHAIR/CONDO DOCS
FINAL/ELEVATION-BLDG 9

SHEET 4 OF 6

PARKER COMMONS, OFFICE PARK,
A CONDOMINIUM.

CONDOMINIUM BOOK _____
PAGE _____

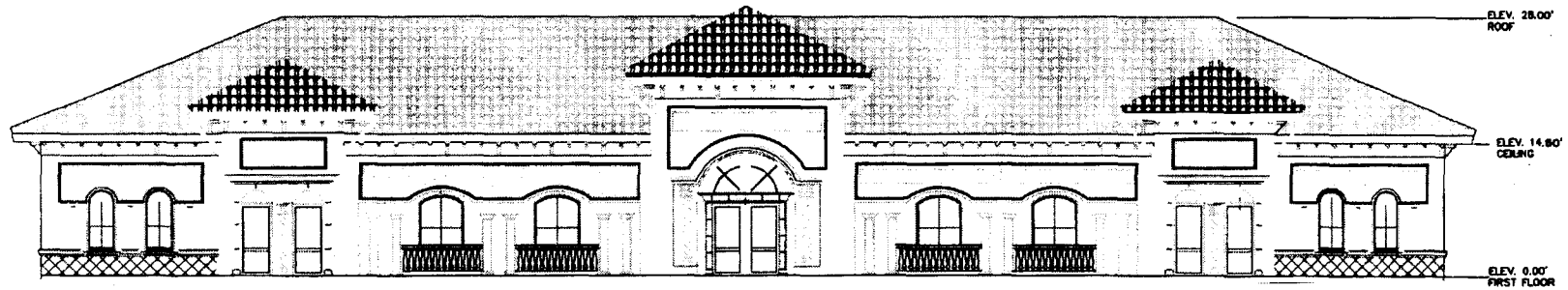


EXHIBIT A

ConsulTech

Surveying & Mapping, Inc.
Consulting Engineers Land Planners Land Surveyors
24831 Old 41 Road Bonita Springs, FL 34135
Phone (239) 947-0286 Fax (239) 947-1323
CERTIFICATE OF AUTHORIZATION #LB7121

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PROJECT

PARKER COMMONS, OFFICE PARK,
A CONDOMINIUM

ELEVATION - BUILDING 1,3,5,6,7 & 8

DRAWING PATH:

PARKER/SKIRB/CONDO DOCS
FINAL/ELEVATION-BLDG 1

SHEET 5 OF 6

PARKER COMMONS, OFFICE PARK,
A CONDOMINIUM.

CONDOMINIUM BOOK _____
PAGE _____



EXHIBIT A

ConsulTech

Surveying & Mapping, Inc.
Consulting Engineers Land Planners Land Surveyors
24831 Old 41 Road Bonita Springs, FL 34135
Phone (239) 947-0268 Fax (239) 947-1323
CERTIFICATE OF AUTHORIZATION #87121

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PROJECT

PARKER COMMONS, OFFICE PARK,
A CONDOMINIUM

ELEVATION - BUILDING 4

DRAWING PATH:

PARKER/SHIRE/CONDO DOCS
FINAL/ELEVATION-BLDG 4

SHEET 6 OF 6

State of Florida



Department of State

I certify from the records of this office that PARKER COMMONS OFFICE PARK CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on August 8, 2005.

The document number of this corporation is N05000008113.

I further certify that said corporation has paid all fees due this office through December 31, 2005, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 005A00051069-080905-N05000008113-1/1, noted below.

Authentication Code: 005A00051069-080905-N05000008113-1/1


Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Ninth day of August, 2005



Glenda E. Hood

Glenda E. Hood
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of PARKER COMMONS OFFICE PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on August 8, 2005, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H05000187894. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N05000008113.

Authentication Code: 005A00051069-080905-N05000008113-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Ninth day of August, 2005



Glenda E. Hood
Glenda E. Hood
Secretary of State



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

August 9, 2005

PARKER COMMONS OFFICE PARK CONDOMINIUM ASSOCIATION, INC
9001 DANIELS PARKWAY, SUITE 200
FORT MYERS, FL 33912

The Articles of Incorporation for PARKER COMMONS OFFICE PARK CONDOMINIUM ASSOCIATION, INC. were filed on August 8, 2005, and assigned document number N05000008113. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H05000187894.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Valerie Ingram
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 005A00051069

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

ARTICLES OF INCORPORATION

OF

PARKER COMMONS OFFICE PARK CONDOMINIUM ASSOCIATION, INC.

Pursuant to Section 617, Florida Statutes, the undersigned hereby creates these Articles of Incorporation for the purposes set forth below.

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Parker Commons Office Park Condominium Association, Inc., and its initial principal office and mailing address is 9001 Daniels Parkway, Suite 200, Fort Myers, Florida 33912.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Parker Commons Office Park, a Condominium, located in Lee County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earning of the Association shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida and of a condominium association under the Florida Condominium Act, except as expressly limited or modified by these Articles, the Declaration of Condominium, and the Bylaws; and it shall have all of the powers and duties reasonable necessary to operate the Condominium pursuant to the condominium documents as they may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the condominium property and association property.
- (C) To purchase insurance for the protection of the Association and its members.
- (D) To repair and reconstruct improvements after casualty, and to make further improvements of the condominium property.

- (E) To make, amend and enforce reasonable rules and regulations in the manner set forth in the Bylaws and subject to any limitations in the Declaration of Condominium.
- (F) To approve or disapprove the transfer, leasing and occupancy of units, as provided in the Declaration of Condominium.
- (G) To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws and any Rules and Regulations of the Association.
- (H) To contract for the management and maintenance of the condominium and the condominium property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- (J) To borrow money as necessary to perform its other functions hereunder.
- (K) To grant, modify or move any easement in the manner provided in the Declaration of Condominium
- (L) To own and convey property.
- (M) To assess Unit Owners and enforce assessments.
- (N) To sue and be sued.
- (O) To contract for services necessary to operate and maintain the Condominium Property and any easements dedicated to or for the benefit of the Condominium Property including any infrastructure.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of the Condominium, these Articles of Incorporation and the Bylaws.

ARTICLE III

MEMBERSHIP:

- (A) The members of the Association shall be all record owners of a fee simple interest in one or more units in the Condominium, as further provided in the Bylaws.
- (B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.
- (C) The owners of each unit, collectively, shall be entitled to a number of votes in Association matters equal to their percentage interest in the common elements. The manner of exercising voting rights shall be as set forth in the Bylaws. The percentage interest in the common elements may change as units are subdivided, combined or boundaries changed.

ARTICLE IV

TERM: The term of the Association shall be perpetual. In the event that the Association is dissolved, the storm water or Surface Water Management System will be dedicated to a similar nonprofit organization or entity to assure continued maintenance and operation.

ARTICLE V

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

DIRECTORS AND OFFICERS:

- (A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.
- (B) Except for Directors appointed by the Developer (as defined in the Declaration of Condominium) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VII

INITIAL DIRECTORS AND OFFICERS: The initial Directors of the Association shall be:

Kerry Trowbridge
 9001 Daniels Parkway, Suite 200
 Fort Myers, Florida 33912

Vince Gullo
 9001 Daniels Parkway, Suite 200
 Fort Myers, Florida 33912

David Knizner
 9001 Daniels Parkway, Suite 200
 Fort Myers, Florida 33912

The initial Officers are as Follows:

Kerry Trowbridge, President
 Vince Gullo, Vice President
 David Knizner, Secretary/Treasurer

ARTICLE VIII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

- (A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by a written petition to the Board, signed by at least one-fourth (1/4th) of the voting interests of the Association.
- (B) Vote Required. Prior to the turnover of control of the Association by the Developer to unit owners other than the Developer, these Articles may be amended by the Board at a duly noticed Board meeting. Subsequent to turnover, a proposed amendment shall be adopted if it is approved by at least fifty-one

percent (51%) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose. As long as Developer owns a unit, no amendment to these Articles shall be deemed effective which in any way modifies the rights, benefits or privileges granted or reserved to Developer, without Developer's prior written consent, which consent may be denied in Developer's absolute discretion.

- (C) Certificate; Recording. An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Lee County, Florida, with the formalities required by the Condominium Act.

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorney fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

ARTICLE X

INITIAL REGISTERED AGENT

The initial registered office of the Association shall be at:

R & A Agents, Inc.
Attention: Steven I. Winer
Roetzel & Andress, a Legal Professional Association
2320 First Street
Suite 1000
Fort Myers, Florida 33901

The mailing address of the Association is:

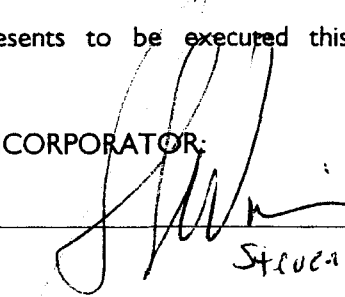
9001 Daniels Parkway, Suite 200
Fort Myers, Florida 33912

The initial registered agent at said address shall be:

R & A Agents, Inc.
Attention: Steven I. Winer, Esquire

WHEREFORE, the Incorporator has caused these presents to be executed this 5th day of August, 2005.

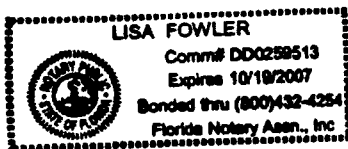
INCORPORATOR:

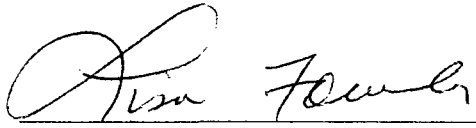


Steven I. Winer

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged this 5th day of August, 200~~5~~⁵ by Steven I. Winer, who is personally known to me or who has produced _____ (type of ID) as identification.



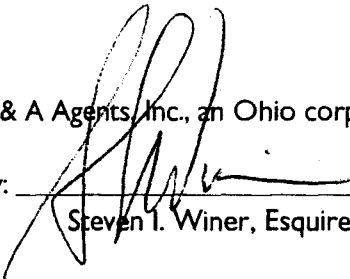


Notary Public (SEAL)
My Commission Expires: _____

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for Parker Commons Office Park Condominium Association, Inc., at the place designated in these Articles of Incorporation, the undersigned hereby accepts the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.

R & A Agents, Inc., an Ohio corporation

By:  _____
Steven I. Winer, Esquire

BYLAWS
OF
PARKER COMMONS OFFICE PARK
CONDOMINIUM ASSOCIATION, INC.

1. **GENERAL.** These are the Bylaws of Parker Commons Office Park Condominium Association, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida for the purpose of operating a condominium pursuant to the Florida Condominium Act.

1.1 **Principal Office.** The principal office of the Association is at 9001 Daniels Parkway, Suite 200, Fort Myers, Florida 33912.

1.2 **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3 **Definitions.** The definitions set forth in the Declaration of Condominium shall apply to terms used in these Bylaws.

2. **MEMBERS.**

2.1 **Qualifications.** The members of the Association shall be the record owners of legal title to the units in Parker Commons Office Park, a Condominium. In the case of a unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the unit for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events.

- (A) Recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the member.
- (B) Approval by the Board of Directors as provided for in the Declaration of Condominium.
- (C) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

2.2 **Voting Interest.** The owners of each unit, collectively, shall be entitled to a number of votes equal to their percentage interest in the common elements. The vote of a unit is not divisible. The

right to vote may not be denied because of delinquent assessments. If a unit is owned by one natural person, that person shall cast that unit's vote. If a unit is owned jointly by two or more natural persons, that unit's vote may be cast by any one of the record owners. If, however, two or more owners of a unit show up at a meeting and do not agree among themselves how their vote shall be cast, that vote shall not be counted for any purpose. If the owner of a unit is a corporation, partnership, trust or other entity other than a natural person, the vote of that unit shall be cast by any officer, director, partner or trustee, as the case may be. Any unit owner may, however, appoint a proxy as provided in Section 3.7.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such unit at an Association meeting as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

2.4 Change of Membership. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided in 2.1 above. At that time the membership of the prior owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Condominium during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS: VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Lee County, Florida, each year at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. During the annual meeting the ballots cast in the annual election of Directors shall be counted and results announced.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called by the President or by a majority of the Directors, and may also be called by members having at least twenty-five percent (25%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice of Meetings: Waiver of Notice. Notice of all members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice of meeting must be mailed to each member at the address which appears on the books of the Association, or may be furnished by personal delivery. The member is responsible for providing the Association with notice of any change of address. The notice of meeting must be mailed or delivered at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. If ownership of a unit is transferred after notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes

waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. A member may waive notice of any meeting at any time, but only by written waiver.

3.4 Notice of Annual Meeting; Special Requirements. Notice of the annual meeting shall be posted in a conspicuous place on the condominium property for at least fourteen (14) continuous days prior to the annual meeting. Initially, notice shall be posted in the first floor lobby of Building 2. The Board may change this location.

3.5 Quorum. A quorum at meetings of the members shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least one-third (1/3rd) of the votes of the entire membership.

3.6 Vote Required. The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the condominium documents.

3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.8 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall be necessary to give notice to all members of the time and place of its continuance regardless of whether such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

3.9 Order of Business. The order of business at members' meetings shall be substantially as follows:

- (A) Call of the roll or determination of quorum.
- (B) Reading or disposal of minutes of last members meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Unfinished Business
- (F) New Business
- (G) Adjournment

3.10 Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives and Board members at reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

3.11 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meeting when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the unit owners only when such is specifically required.

4.1 Nomination and Elections. Until the Transition of the Board of Directors, all Directors shall be appointed by the Developer. At the Transition meeting, and on the day of each annual meeting the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring. Notice of each annual election shall be given to all owners at least sixty (60) day in advance. Any person eligible to serve as a Director who wishes to qualify as a candidate may notify the Association in writing of his desire to be a candidate at least forty (40) days prior to the annual election. The Association shall mail or deliver a second notice of the election, together with a ballot which shall list all candidates in alphabetical order by surname. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery to be borne by the Association. Directors shall be elected by a plurality of the votes cast. Voting for Directors shall be non-cumulative.

4.2 Vacancies on the Board. If the office of any Director becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the members shall elect successors by written ballot in the same manner as provided generally for regular annual elections, except that the election need not take place on the date of the annual meeting.

4.3 Removal of Directors. Except for Directors appointed by the Developer any or all Directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition, or at any meeting called for that purpose, in the manner required by Florida law.

4.4 Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election. The organizational meeting may occur immediately following the election, in which case notice of the organizational meeting may be provided by the existing Board.

4.5 Other Meetings. Meetings of the Board may be held at such time and place in Lee County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least two (2) days prior to the day named for such meeting.

4.6 Notice to Owners. All meetings of the Board of Directors shall be open to members and notices of all Board meetings (including an agenda) shall be posted conspicuously on the condominium property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Any item not included on the agenda may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notice of any Board meeting at which a non-emergency special assessment or amendment to rules regarding unit use will be considered shall conform to the requirements set forth in Section 6.6 below. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2 below. The rights of owners to attend Board meetings includes the right to speak on designated agenda items, subject to the rules of the Association as to the manner of doing so.

4.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.8 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting. Directors may not vote or participate by proxy at Board meetings.

4.9 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the condominium documents or by applicable statutes. A director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

4.10 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting as originally called.

4.11 The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

4.12 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.13 Committees. The Board of Directors may appoint from time to time such standing or temporary committees as the Board deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If required by law, committee meetings shall be open to attendance by any unit owner, and notice of committee meetings shall be posted in the same manner as required in Section 4.6 above for Board meetings.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person may hold two or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

5.4 Secretary. Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the condominium documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate amounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such

depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

6.1 Depository. The Association shall maintain its funds in federally insured accounts in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed to the owner of each unit not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications.

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item. Prior to turnover of control of the Association by the Developer to unit owners other than the Developer, the Developer will vote to waive the reserves for the first two (2) years of the operation of the Association. After turnover, the reserves shall be funded unless the members subsequently determine by majority vote of those non-developer voting interests present in person or by proxy at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required in 6.2 above. Reserves funded under this paragraph, and all interest earned on such reserves, shall not be commingled with operating funds, and, prior to turnover of control of the Association shall be used only for the purposes for which they were reserved, unless their use for other purposes is permitted by law or is approved in advance by a majority of the non-developer voting interests present in person or by proxy and voting at a members' meeting called for the purpose. Subsequent to turnover, reserves funded under this paragraph and all interest earned on such reserves, shall be used only for the purposes for which they were reserved, unless their use for other purposes is permitted by law or is approved in advance by a majority of the voting interests present in person or by proxy and voting at a members' meeting called for the purpose.

6.4 Other Reserves. In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the members so vote, the Board may establish one or more "contingency reserves". The purpose of these contingency reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget. These funds may be spent for any purpose approved by the Board.

6.5 Assessments. Regular annual assessments based on the adopted budget shall be paid either monthly, or quarterly, as determined by the Board. Failure to send or receive notice of assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit's next due installment.

6.6 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Such special assessment may include funds to pay a loan from a third party to include both principal and interest and other miscellaneous costs associated with such a loan. Special assessments are due on the day specified in the resolution of the Board approving such assessments. Subsequent to turnover of control of the Association by the Developer to unit owners other than the Developer, and as long as Developer owns a unit, no special assessment shall be levied unless the same shall first be approved by two-thirds of all voting interests. Written notice of any Board meeting at which a non-emergency special assessment will be considered, must be mailed to all unit owners at least fourteen (14) days in advance, which notice shall state that assessments will be considered and the nature of any such assessments. The notice to owners that any special assessment has been levied must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s). If any funds remain upon completion of the purpose(s) such excess funds may, at the discretion of the Board, either be returned to the unit owners or applied as a credit towards future assessments.

6.7 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all other persons having access to or control of Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be a common expense.

6.8 Financial Statements. If required by law, not later than ninety (90) days after the close of each fiscal year, the Board shall prepare, and distribute to the owners of each unit, financial statements meeting the minimum standards of Section 718.111(14) of the Condominium Act, showing in reasonable detail the financial condition of the Association as of the close of its fiscal year, detailed accounts.

6.9 Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors.

7. RULES AND REGULATIONS: USE RESTRICTIONS. The Board of Directors may, from time to time, adopt new rules and regulations and amend the Rules and Regulations. No new or amended rule may conflict with the rights which are contained in the Declaration of Condominium or inferable therefrom. Copies of such rules and regulations shall be furnished to each unit owner. Rules regarding unit use shall be adopted by the Board of Directors as set forth in Section 4.9 hereof. Subsequent to the date when control of the Association is transferred by the Developer to unit owners other than the Developer, no new or amended rule which in any way materially alters the rights granted or reserved to Developer in any of the Condominium Documents, shall be deemed effective unless the Developer grants its prior written consent, which consent may be denied in Developer's absolute discretion.

8. COMPLIANCE AND DEFAULT: REMEDIES. In addition to the remedies provided elsewhere in the condominium documents, the following provisions shall apply:

8.1 Fines. The Board of Directors may levy reasonable fines against units whose owners commit violations of the Condominium Act, the provisions of the condominium documents or Association rules and regulations, or condone such violations by their family members, guests or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. The procedure for imposing such fines shall be as follows:

(A) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of other unit owners after reasonable notice of not less than fourteen (14) days, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of the Declaration, Bylaws or rules which have allegedly been violated; and,
- (3) A short and plain statement of the matters asserted by the Association; and,

(B) The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The unit owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or guest.

8.2 Mandatory Non-Binding Arbitration. In the event of any "dispute" as defined in Section 718.1255 Florida Statutes, between a unit owner and the Association, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums, and Mobile Homes prior to filing suit over the disputed matters.

9. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors or by written petition to the Board signed by the owners of at least one-fourth (1/4) of the voting interests.

9.2 Vote Required. Prior to the turnover of control of the Association by the Developer to unit owners other than the Developer, these Bylaws may be amended by the Board. Subsequent to turnover a proposed amendment to these Bylaws shall be adopted if it is approved by at least fifty-one

percent (51%) of the voting interests present in person or by proxy at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with law. As long as the Developer owns a unit, no amendment shall be effective which in any way modifies the rights, benefits and privileges granted or reserved to Developer, without Developer's prior written consent, which consent may be denied in Developer's absolute discretion.

9.3. Certificate: Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be in the form required by law and shall be executed by the President or Vice-President with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

10. TRANSFER OF ASSOCIATION CONTROL ("TRANSITION")

10.1 Members' Rights to Elect Board of Directors. When owners other than the Developer own fifteen percent (15%) or more of the units ultimately to be operated by the Association, the owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors. Unit owners other than the Developer are entitled to elect a majority of the members of the Board of Directors upon the first of the following events to occur:

- A. Three years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;
- B. Three months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;
- C. When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business; or
- D. When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business.
- E. Seven years after recordation of the Declaration of Condominium.

10.2 Developer's Right to Designate Members of Board of Directors. The Developer shall be entitled to designate at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units. Following the date when the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board.

10.3 Transfer of Association Control. At the time of transfer of control of the Association, the Developer shall deliver to the Association all property of the unit owners and of the Association held or

controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under Florida law. The Developer may turn over control of the Association to unit owners other than the Developer prior to the above mentioned dates, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of unit owners other than the Developer to elect Directors and assume control of the Association.

11. MISCELLANEOUS.

11.1 Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

11.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

11.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration of Articles of Incorporation shall prevail over the provisions of these Bylaws.

The foregoing were adopted as the first Bylaws of PARKER COMMONS ASSOCIATION, INC., on this 2nd day of AUGUST, 2006.

PDP, LLC, a Florida limited liability
company

By: 

Print Name: DAVID KALZNER

Its: VICE PRESIDENT

EXHIBIT D

**SHARE OF COMMON ELEMENTS
AND COMMON EXPENSES**

<u>Unit Number</u>	<u>Square Footage</u>	<u>Percentage of Ownership</u>
BUILDING 1		
Unit 101	<u>1,184</u>	<u>1.44%</u>
Unit 102	<u>1,160</u>	<u>1.42%</u>
Unit 103	<u>1,170</u>	<u>1.43%</u>
Unit 104	<u>1,170</u>	<u>1.43%</u>
Unit 105	<u>1,160</u>	<u>1.42%</u>
Unit 106	<u>1,184</u>	<u>1.44%</u>
BUILDING 2		
Unit 101	<u>2,652</u>	<u>3.23%</u>
Unit 102	<u>2,248</u>	<u>2.74%</u>
Unit 103	<u>2,248</u>	<u>2.74%</u>
Unit 104	<u>2,652</u>	<u>3.23%</u>
Unit 201	<u>2,219</u>	<u>2.71%</u>
Unit 202	<u>2,219</u>	<u>2.71%</u>
Unit 203	<u>2,205</u>	<u>2.69%</u>
Unit 204	<u>2,205</u>	<u>2.69%</u>
BUILDING 3		
Unit 101	<u>1,184</u>	<u>1.44%</u>
Unit 102	<u>1,160</u>	<u>1.42%</u>
Unit 103	<u>1,170</u>	<u>1.43%</u>
Unit 104	<u>1,170</u>	<u>1.43%</u>
Unit 105	<u>1,160</u>	<u>1.42%</u>
Unit 106	<u>1,184</u>	<u>1.44%</u>
BUILDING 4		
Unit 101	<u>1,184</u>	<u>1.44%</u>
Unit 102	<u>1,160</u>	<u>1.42%</u>
Unit 103	<u>1,170</u>	<u>1.43%</u>
Unit 104	<u>1,170</u>	<u>1.43%</u>
Unit 105	<u>1,160</u>	<u>1.42%</u>
Unit 106	<u>1,184</u>	<u>1.44%</u>

<u>Unit Number</u>	<u>Square Footage</u>	<u>Percentage of Ownership</u>
<u>BUILDING 5</u>		
Unit 101	<u>1,184</u>	<u>1.44%</u>
Unit 102	<u>1,160</u>	<u>1.42%</u>
Unit 103	<u>1,170</u>	<u>1.43%</u>
Unit 104	<u>1,170</u>	<u>1.43%</u>
Unit 105	<u>1,160</u>	<u>1.42%</u>
Unit 106	<u>1,184</u>	<u>1.44%</u>
<u>BUILDING 6</u>		
Unit 101	<u>1,184</u>	<u>1.45%</u>
Unit 102	<u>1,160</u>	<u>1.42%</u>
Unit 103	<u>1,170</u>	<u>1.43%</u>
Unit 104	<u>1,170</u>	<u>1.43%</u>
Unit 105	<u>1,160</u>	<u>1.42%</u>
Unit 106	<u>1,184</u>	<u>1.45%</u>
<u>BUILDING 7</u>		
Unit 101	<u>1,184</u>	<u>1.45%</u>
Unit 102	<u>1,160</u>	<u>1.42%</u>
Unit 103	<u>1,170</u>	<u>1.43%</u>
Unit 104	<u>1,170</u>	<u>1.43%</u>
Unit 105	<u>1,160</u>	<u>1.42%</u>
Unit 106	<u>1,184</u>	<u>1.45%</u>
<u>BUILDING 8</u>		
Unit 101	<u>1,184</u>	<u>1.45%</u>
Unit 102	<u>1,160</u>	<u>1.42%</u>
Unit 103	<u>1,170</u>	<u>1.43%</u>
Unit 104	<u>1,170</u>	<u>1.43%</u>
Unit 105	<u>1,160</u>	<u>1.42%</u>
Unit 106	<u>1,184</u>	<u>1.45%</u>
<u>BUILDING 9</u>		
Unit 101	<u>1,330</u>	<u>1.62%</u>
Unit 102	<u>1,111</u>	<u>1.35%</u>
Unit 103	<u>1,111</u>	<u>1.35%</u>
Unit 104	<u>1,330</u>	<u>1.62%</u>
Unit 105	<u>1,090</u>	<u>1.33%</u>
Unit 106	<u>1,090</u>	<u>1.33%</u>

<u>Unit Number</u>	<u>Square Footage</u>	<u>Percentage of Ownership</u>
<u>BUILDING 10</u>		
Unit 101	<u>1,160</u>	<u>1.42%</u>
Unit 102	<u>3,685</u>	<u>4.50%</u>
Unit 103	<u>1,102</u>	<u>1.34%</u>
Unit 104	<u>1,115</u>	<u>1.36%</u>
Totals	<u>81,968</u>	<u>100.00%</u>

Each unit shall have the number of votes in Association matters equal to its percentage interest in the Common Elements. The above percentages are subject to change based upon future subdivisions, combinations and alterations of unit boundaries in accordance with Section 4 of the Declaration.

Operating Budget (2007)

OPERATING BUDGET FOR PARKER COMMONS OFFICE PARK CONDOMINIUM ASSOCIATION, INC.
 FROM JANUARY 1, 2007 TO DECEMBER 31, 2007

CONDO

	SQ FT 81,968					2007
	Monthly	Quarterly	Annually	Total	Total	Total
	Per Sq Ft	Per Sq Ft	Per Sq Ft	Monthly	Quarterly	Annually
I EXPENSES FOR THE ASSOCIATION AND CONDOMINIUM						
A Administration of the Association:						
Office Supplies/Expense	0.00	0.01	0.02	166.67	500.00	2,000.00
Legal & Accounting	0.00	0.01	0.02	166.67	500.00	2,000.00
Fees and Licenses	0.00	0.01	0.02	166.67	500.00	2,000.00
B Management Fee	0.01	0.03	0.14	930.00	2,790.00	11,160.00
C Maintenance:						
Landscape, Irrigation, Mulch	0.05	0.14	0.56	3,791.67	11,375.00	45,500.00
Streets, Parking area and walkway maintenance	0.01	0.02	0.06	416.67	1,250.00	5,000.00
Sign Maintenance	0.00	0.00	0.00	0.00	0.00	0.00
Icon Tower and fountain	0.00	0.00	0.02	125.00	375.00	1,500.00
Elevator Service (see reserves)	0.00	0.00	0.00	0.00	0.00	0.00
Fire sprinkler system maintenance	0.02	0.05	0.22	1,500.00	4,500.00	18,000.00
Window Maintenance, repair and replacement	0.00	0.00	0.00	0.00	0.00	0.00
Pest Control	0.01	0.02	0.06	416.67	1,250.00	5,000.00
Preventative Roof Maintenance	0.00	0.00	0.00	0.00	0.00	0.00
Exterior Lighting	0.01	0.02	0.06	416.67	1,250.00	5,000.00
Miscellaneous	0.01	0.02	0.06	416.67	1,250.00	5,000.00
D Taxes - Association Property	0.00	0.00	0.00	0.00	0.00	0.00
E Fees to Bureau of Standards And Registration	0.00	0.00	0.00	20.67	62.00	248.00
F Utilities						
Water & Sewer	0.06	0.18	0.73	5,000.00	15,000.00	60,000.00
Electricity for Common Elements and street lights	0.04	0.11	0.44	3,000.00	9,000.00	36,000.00
Trash Collection	0.01	0.02	0.07	500.00	1,500.00	6,000.00
Cable and Internet	0.00	0.00	0.00	0.00	0.00	0.00
G Insurance	0.17	0.52	2.09	14,291.67	42,875.00	171,500.00
Property Insurance						
General Liability						
Fidelity Bonds						
Flood if required						
Directors' and Officers' Liability						
H Contingency	0.00	0.00	0.01	41.67	125.00	500.00
I Reserves for Repair and Replacement (see attached)	0.00	0.00	0.00	0.00	0.00	0.00
J Other Expenses						
Property Owners Association (without reserves)	0.07	0.22	0.86	5,892.88	17,678.64	70,714.56
Property Owners Association (with reserves)	0.11	0.33	1.32	9,003.88	27,011.64	108,046.56
II UNIT OWNER CONDOMINIUM ASSESSMENT						
(I) Without POA Reserves	0.4546	1.36	5.45	37,260.21	111,780.64	447,122.56
(II) With POA Reserves	0.4925	1.48	5.91	40,371.21	121,113.64	484,454.56
See allocation sheet for total assessments per condominium unit including all reserves.						
	\$ 0.54	\$ 1.62	\$ 6.47		\$ 132,532.03	\$ 530,128.12
Developer Guaranty - dues will not exceed	\$ 0.60	\$ 1.80	\$ 7.20	\$ 49,180.80	\$ 147,542.40	\$ 590,169.60
	\$ 0.69	\$ 2.07	\$ 8.28	\$ 56,557.92	\$ 169,673.76	\$ 678,695.04

OPERATING BUDGET FOR PARKER COMMONS OFFICE PARK CONDOMINIUM ASSOCIATION, INC.
 SCHEDULE OF CAPITAL EXPENDITURE RESERVES SQ FT 81,968

Reserves for	Estimated Useful Life (Years)	Estimated Remaining Useful Life (Years)	Estimated Replacement Costs per building	Estimated Fund Balance As of 1/1/00	Monthly Per Bldg	Quarterly Per Bldg	Annually Per Bldg	Total Monthly	Total Quarterly	Total Annually
Common Area Reserves										
Icon Tower & Fountain	5	5	10,000.00	0	166.67	500.01	2,000.04	166.67	500.01	2,000.04
Streets, Parking area and walkways	5	5	12,000.00	0	200.00	600.00	2,400.00	200.00	600.00	2,400.00
Total Common area reserve allocated to buildings below		4,400.00	22,000.00	0	366.67	1,100.01	4,400.04	366.67	1,100.01	4,400.04
		per sq ft	0.27		0.00	0.01	0.05	0.00	0.01	0.05
Building Type II - Building 2										
Elevator Service	1	1	1,500.00	0	125.00	375.00	1,500.00	125.00	375.00	1,500.00
Elevator Equipment	26	26	37,000.00	0	118.59	355.77	1,423.08	118.59	355.77	1,423.08
Roof	20	20	45,000.00	0	187.50	562.50	2,250.00	187.50	562.50	2,250.00
Common Area - from above	5	5	5,005.08	0	83.42	250.26	1,001.04	83.42	250.26	1,001.04
Paint - Exterior	5	5	14,000.00	0	233.33	699.99	2,799.96	233.33	699.99	2,799.96
Total Reserves:			102,505.08	0	747.84	2,243.52	8,974.08	747.84	2,243.52	8,974.08
Building Type III - Buildings 9 & 10										
Roof	20	20	33,000.00	0	137.50	412.50	1,650.00	275.00	825.00	3,300.00
Common Area - from above	5	5	3,790.85	0	31.59	94.77	379.08	63.18	189.54	379.08
Paint - Exterior	5	5	10,000.00	0	166.67	500.01	2,000.04	333.34	1,000.02	4,000.08
Total Reserves:			46,790.85	0	335.76	1,007.28	4,029.12	671.52	2,014.56	7,679.16
Building Type IV - Buildings 1,3,5-8										
Roof	20	20	33,000.00	0	137.50	412.50	1,650.00	825.00	2,475.00	9,900.00
Common Area - from above	5	5	11,317.78	0	31.44	94.32	377.28	188.64	565.92	377.28
Paint - Exterior	5	5	10,000.00	0	166.67	500.01	2,000.04	1,000.02	3,000.06	12,000.24
Total Reserves:			54,317.78	0	335.61	1,006.83	4,027.32	2,013.66	6,040.98	22,277.52
Building Type IV - tall - Building 4										
Roof	20	20	34,000.00	0	141.67	425.01	1,700.04	141.67	425.01	1,700.04
Common Area - from above	5	5	1,886.30	0	31.44	94.32	377.28	31.44	94.32	377.28
Paint - Exterior	5	5	12,000.00	0	200.00	600.00	2,400.00	200.00	600.00	2,400.00
Total Reserves:			47,886.30	0	373.11	1,119.33	4,477.32	373.11	1,119.33	4,477.32
Total Reserves	Bldgs	10	SQ FT	81,968	1,792.32	5,376.96	21,507.84	3,806.13	11,418.39	43,408.08
			22,000.00							

Capital Contribution \$1,000.00 Per unit due with each sale \$ 62,000.00 For all units - initial sales.

The expected life of the capital improvements listed above are estimates only, and the actual life of such improvements may be longer or shorter, depending on weather conditions, maintenance and the like. The estimated replacement cost of the improvements is based upon historical costs of such improvements and the reasonable business judgement of the Developer. Neither the expected life of the improvements, nor the cost of replacement is guaranteed by the Developer.

OPERATING BUDGET FOR PARKER COMMONS PROPERTY OWNERS ASSOCIATION, INC
 FROM JANUARY 1, 2007 TO DECEMBER 31, 2007

POA

	SQ FT	528,364				2007
	Monthly	Quarterly	Annually	Total	Total	Total
	Per Sq Ft	Per Sq Ft	Per Sq Ft	Monthly	Quarterly	Annually
I EXPENSES FOR THE ASSOCIATION						
A Administration of the Association:						
Office Supplies/Expense	0.00	0.00	0.00	41.67	125.00	500.00
Legal & Accounting	0.00	0.00	0.00	41.67	125.00	500.00
Fees and Licenses	0.00	0.00	0.00	41.67	125.00	500.00
B Management Fee	0.00	0.00	0.01	500.00	1,500.00	6,000.00
C Maintenance:						
Landscape, Mulch, Misc	0.01	0.03	0.10	4,616.67	13,850.00	55,400.00
Irrigation, Pumps and Wells	0.00	0.00	0.01	416.67	1,250.00	5,000.00
Misc. Grounds Expenses	0.00	0.00	0.01	500.00	1,500.00	6,000.00
Fire Sprinkler service system	0.00	0.00	0.00	83.33	250.00	1,000.00
Street Light maintenance	0.00	0.00	0.00	41.67	125.00	500.00
Lift Station	0.00	0.00	0.01	250.00	750.00	3,000.00
Water Management monitoring, reporting and maintenance	0.00	0.00	0.01	250.00	750.00	3,000.00
D Taxes - Association Property	0.00	0.00	0.01	416.67	1,250.00	5,000.00
E Fees to Bureau of Standards And Registration	0.00	0.00	0.00	1.00	3.00	12.00
F Utilities						
Water & Sewer for Water Feature and Lift Station	0.00	0.00	0.00	90.00	270.00	1,080.00
Electricity for Common Elements, street lights, and pumps	0.00	0.00	0.00	83.33	250.00	1,000.00
G Insurance	0.00	0.01	0.03	1,250.00	3,750.00	15,000.00
Property Insurance						
General Liability						
Fidelity Bonds						
Flood						
Directors' and Officers' Liability						
H Contingency	0.00	0.00	0.00	41.67	125.00	500.00
I Reserves for Repair and Replacement (see attached)	0.01	0.03	0.10	4,575.00	13,725.00	54,900.00
II UNIT OWNER ASSESSMENT						
(I) With Reserves	0.03	0.08	0.30	13,241.00	39,723.00	158,892.00
(II) Without Reserves	0.02	0.05	0.20	8,666.00	25,998.00	103,992.00

OPERATING BUDGET FOR PARKER COMMONS PROPERTY OWNERS ASSOCIATION, INC
 SCHEDULE OF CAPITAL EXPENDITURE RESERVES

SQ FT 528,364

Item	Estimated	Estimated	Estimated	Estimated	Monthly	Quarterly	Annually	Total	Total	Total
	Useful	Remaining		Replacement						
	Life	Useful	Costs	Balance	Per Sq Ft	Per Sq Ft	Per Sq Ft	Monthly	Quarterly	Annually
	(Years)	Life		As of 1/1/00						
Streets and roads	25	25	700,000.00	0	0.00	0.01	0.05	2,333.33	7,000.00	28,000.00
Wall	5	5	90,000.00	0	0.00	0.01	0.03	1,500.00	4,500.00	18,000.00
Light Poles	10	10	65,000.00	0	0.00	0.00	0.01	541.67	1,625.00	6,500.00
Irrigation	5	5	7,000.00	0	0.00	0.00	0.00	116.67	350.00	1,400.00
Property Signage	10	10	10,000.00	0	0.00	0.00	0.00	83.33	250.00	1,000.00
Total Reserves:			872,000.00	0.00	0.01	0.03	0.10	4,575.00	13,725.00	54,900.00

Tracts		POA	%	
A	Condo	360,240	68.00%	9,333.00
E	Lot	80,049	15.00%	2,058.75
F	Lot	88,075	17.00%	2,333.25
		528,364	100.00%	13,725.00

Capital Contribution \$ 5,000.00 Per unit due with each initial sale \$ 15,000.00 for all parcels

The expected life of the capital improvements listed above are estimates only, and the actual life of such improvements may be longer or shorter, depending on weather conditions, maintenance and the like. The estimated replacement cost of the improvements is based upon historical costs of such improvements and the reasonable business judgement of the Developer. Neither the expected life of the improvements, nor the cost of replacement is guaranteed by the Developer.

STANDARD LEASE

Suite

This Lease, made as of _____, 20__ (the "Effective Date") by and between the Landlord and the Tenant named below.

ARTICLE 1 - BASIC LEASE TERMS

For purposes of this Lease, the following terms shall have the meanings set forth below:

1.1 Landlord. PDP, LLC.

1.2 Tenant.

whose Trade Name, if any, is _____.

1.3 Manager. Parker Management Florida, LLC.

1.4 Building. The Building (including the Premises) known as Building _____ of Parker Commons Office Park, a Condominium, as per the Declaration of Condominium recorded at Official Records Book _____, Page _____, Public Records of Lee County, Florida (the "Condominium"), together with all other buildings, structures, fixtures and other improvements located thereon from time to time, being presently as depicted on the drawing (the "Site Plan") attached hereto as **Exhibit A**. For the purposes of this Lease, the Building and the Condominium are collectively referred to herein as the "Property".

1.5 Premises. _____ Parker Commons Boulevard, Suite(s) _____, Fort Myers, Florida 33912, also described as Unit(s) _____, Parker Commons Office Park, a Condominium, as per the Declaration of Condominium recorded at Official Records Book _____, Page _____, Public Records of Lee County, Florida, as depicted, outlined in red or highlighted on **Exhibit B** attached hereto, resulting in an aggregate of approximately _____ square feet known as _____.

1.6 Condominium Documents. The Condominium Documents shall include the Declaration of Condominium of Parker Commons Office Park, a Condominium (the "Declaration of Condominium"), the Articles of Incorporation and Bylaws of Parker Commons Office Park Condominium Association, Inc., a Florida not-for-profit corporation (the "Condominium Association") and any rules and regulations of the Condominium Association, all as the same may be amended from time to time, a copy of which Condominium Documents are attached hereto as **Exhibit C**.

1.7 Lease Term. _____ years _____ months and _____ days beginning on the Commencement Date.

1.8 Commencement Date. If improvements are to be erected upon the Premises, as described in Section 6.1, then the "Commencement Date" shall be the earlier of the date Tenant begins operating its business in the improvements erected upon the Premises or, ten (10) days after Landlord notifies Tenant that the Premises are ready for occupancy, and if no improvements are to be erected upon the Premises, the Commencement Date shall be the earlier of the date Tenant begins operating its business in the Premises or _____. The Commencement Date shall constitute the commencement of the term of this Lease for all purposes, including but not limited to the Commencement Date for Rent, whether or not Tenant has actually taken possession. Within thirty (30) days after the Commencement Date, Landlord and Tenant will execute an acknowledgement of the Commencement Date in the form attached hereto as **Exhibit D**. If Tenant is permitted access to the Premises prior to the Commencement Date, such early entry will be subject to all the terms and provisions of this Lease as though the Commencement Date had occurred.

1.9 Base Rent. Base Rent is:

Months	PSF	Annual	Monthly
_____ through _____	\$ _____	\$ _____	\$ _____
_____ through _____	\$ _____	\$ _____	\$ _____
_____ through _____	\$ _____	\$ _____	\$ _____
_____ through _____	\$ _____	\$ _____	\$ _____
_____ through _____	\$ _____	\$ _____	\$ _____
_____ through _____	\$ _____	\$ _____	\$ _____

The Annual Base Rent for each subsequent Year of the Lease during the Lease Term and each Renewal Term shall be increased by the "CPI Adjustment" which is an amount equal to the product of the Annual Base Rent for the previous Year of the Lease multiplied by a fraction, the numerator of which shall be the Index (as herein defined) published most recently prior to the start of such new year of the Lease and the denominator of which shall be the Index published most recently prior to the start of the immediately preceding Lease Year.

For purposes of this Lease, the "Index" shall be defined as the Consumer Price Index for All Urban Consumers, all items, U.S. City Average (1982-84=100) issued by the Bureau of Labor Statistics of the United States Department of Labor. If the manner in which such Index as determined by the Bureau of Labor Statistics is substantially revised then the Bureau of Labor Statistics shall be requested to furnish a statement converting the Index published most recently prior to the start of the immediately preceding year of the Lease to a figure that would be comparable to the revised Index

published most recently prior to the start of the new year. If the 1982-84 average shall no longer be used as an Index of 100, such change shall constitute a substantial revision. If the Consumer Price Index published by the Bureau of Labor Statistics is discontinued, then the Index shall be the Consumer Price Index published by the U.S. Department of Commerce with appropriate adjustment. If the U.S. Department of Commerce Index is discontinued, then Landlord and Tenant shall agree on a reasonable substitute. Notwithstanding any provision to the contrary, in no event shall the CPI Adjustment in any year be less than 3% per year nor more than 7% per year.

1.10 Security Deposit. Security deposit is \$_____.

1.11 Addresses.

Landlord's Address:

Tenant's Address:

Manager's Address:

PDP, LLC
 One Parker Center
 9001 Daniels Parkway, Suite 200
 Fort Myers, Florida 33912

Parker Management Florida, LLC
 One Parker Center
 9001 Daniels Parkway, Suite 200
 Fort Myers, Florida 33912

Landlord, Tenant and Manager, by written notice to the others may change from time to time the foregoing addresses, and Landlord, by written notice to Tenant, may notify Tenant from time to time of the appointment of a new Manager and such new Manager's address.

1.12 Permitted Use. The Permitted Use is general office purposes directly related to Tenant's present business.

1.13 Common Areas. Such parking areas, streets, driveways, aisles, sidewalks, curbs, delivery passages, loading areas, lighting facilities, lobby or entry areas, elevators, stairwells and all other areas situated on or in the Property which are designated or defined as "Common Areas" or "Common Elements" in the Condominium Documents.

1.14 Estimated Initial Common Area Costs Payment.

Annual \$_____ Monthly \$_____ (plus applicable taxes)

1.15 Total Rental.

(Estimated for the First Year)

Annual \$_____ Monthly \$_____ (plus applicable taxes)

1.16 Guarantor(s). The Guarantor(s) of Tenant's obligations under this Lease is (are):

ARTICLE 2 - GRANTING CLAUSE AND RENT PROVISIONS

2.1 Grant of Premises. In consideration of the obligation of Tenant to pay the Rent and other charges as provided in this Lease and in consideration of the other terms and provisions of this Lease, Landlord hereby leases the Premises to Tenant during the Lease Term, subject to the terms and provisions of this Lease.

2.2 Base Rent. Tenant agrees to pay monthly as Base Rent during the term of this Lease the sum of money set forth in Section 1.8 of this Lease, which amount shall be payable to Landlord at the address shown above or at such other address that Landlord in writing shall notify Tenant. Two (2) monthly installments of Base Rent and Common Area Costs shall be due and payable on the date of execution of this Lease by Tenant for the first and last month's rent. A like monthly installment shall be due and payable on or before the first day of each calendar month succeeding the Commencement Date during the term of this Lease, without demand, offset or deduction; provided, if the Commencement Date should be a date other than the first day of a calendar month, the monthly rental set forth above shall be prorated to the end of that calendar month, and all succeeding installments of rent shall be payable on or before the first day of each succeeding calendar month during the term of this Lease. Tenant shall pay, as Additional Rent, all other sums due under this Lease. Base Rent and Additional Rent are sometimes collectively referred to herein as "Rent".

2.3 Common Area Costs. As used in this Lease, the term "Common Area Costs" shall mean (i) all expenses and assessments incurred by the Condominium Association which are defined as "Common Expenses" in the Condominium Documents, including, without limitation, any special assessments levied by the Condominium Association; (ii) real estate taxes levied against the Premises, including any installments of special assessments or governmental levies of any kind or nature, assessed or imposed on the Premises, whether by state, county, city or any other applicable governmental entity; (iii) any management fees paid by Landlord for the management and operation of the Premises; (iv) in the event Landlord has subdivided a single condominium unit for purposes of having multiple rental spaces within said single condominium unit, and the Premises consist of such a subdivided rental space, then common Area Costs shall also be deemed to include any costs incurred by Landlord for the maintenance, repair or management of any portions of the condominium unit which are commonly shared by Tenant, including without limitation, hallways, common restrooms, or electricity and water charges which costs shall be paid proportionately by Tenant based on the gross leasable square footage of the Premises in relation to the total number of constructed gross leasable square feet in said subdivided condominium unit (the "Tenant's Proportionate Share"); and (v) any other reasonable costs which Landlord may incur through its ownership and management of the Premises.

2.4 Common Area Costs Payments. Tenant, on the first day of each month during the Lease Term shall pay to Landlord, as Additional Rent, without offset or deduction, an amount equal to one-twelfth (1/12) of the annual Common Area Costs assessed to the Premises by the Condominium Association (prorated for any partial month). Tenant hereby acknowledges that the Condominium Association may, from time to time, elect to collect those assessments referenced in Section 2.3(i), above on a quarterly basis, in which case Landlord may collect, as Additional Rent, Common Area Costs from Tenant on a quarterly basis. The Estimated Initial Common Area Costs Payment due from Tenant shall be the sum set forth in Section 1.14 above. No portion of the Common Area Costs paid by Tenant under this Article 2 shall be credited against Base Rent or any other rental obligations hereunder. Within one hundred twenty (120) days following the end of each calendar year, Landlord shall furnish to Tenant a statement showing the total actual Common Area Costs for the calendar year just expired (excepting therefrom any condominium assessments assessed

by the Condominium Association), the amount of Tenant's Proportionate Share of the Common Area Costs, and payments made by Tenant during such calendar year under Section 2.4. If Tenant's Proportionate Share of the actual Common Area Costs for such calendar year exceeds the aggregate of Tenant's monthly payments made during the calendar year just expired, Tenant shall pay to Landlord the deficiency within thirty (30) days after receipt of said statement. If Tenant's payments exceed Tenant's Proportionate Share of the actual Common Area Costs as shown on such statement, Tenant shall be entitled to offset the excess against payments thereafter becoming due as Tenant's Proportionate Share of Common Area costs. No portion of the Common Area Costs paid by Tenant under this Article 2 shall be credited against Base Rent or any other rental obligations hereunder.

2.5 Late Payments. Other remedies for nonpayment of Rent notwithstanding, if any payment of Base Rent or Additional Rent is not received by Landlord on or before the fifth (5th) day of the month for which the rent is due, or if any other payment hereunder due Landlord by Tenant is not received by Landlord on or before the fifth (5th) day of the month next following the month in which Tenant was invoiced, Tenant shall also pay (a) a late payment charge of four percent (4%) of such past due amount and (b) interest of eighteen percent (18%) per annum or the maximum then allowed by applicable law, whichever is less, on the remaining unpaid balance, retroactive to the date such payment was originally due until paid.

2.6 Increase in Insurance Premiums. If an increase in any insurance premiums paid by Landlord for the Property is caused by Tenant's use of the Premises in a manner other than as set forth in Section 1.11, or if Tenant vacated the Premises and caused an increase in such premiums, then Tenant shall pay as Additional Rent the amount of such increase to Landlord. Tenant agrees to pay any amounts due under this Section within ten (10) days following receipt of the invoice showing the Additional Rent due.

2.7 Security Deposit. The security deposit set forth in Section 1.9 (if any) shall be paid by Tenant to Landlord on the date of Tenant's execution of this Lease and shall be held by Landlord for the performance of Tenant's covenants and obligations under this Lease, it being expressly understood that the security deposit shall not be considered an advance payment of rental or a measure of Landlord's damage in case of default hereunder by Tenant, and shall be held by Landlord without payment of any interest thereon. Upon the occurrence of any event of default by Tenant under this Lease, Landlord may, from time to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrears of Rent, or to repair any damage or injury, by Landlord to Tenant upon the termination of this Lease. If any portion of the security deposit is so used or applied, Tenant shall upon ten (10) days written notice from Landlord, deposit with Landlord by cash or cashier's check in an amount sufficient to restore the security deposit to its original amount. The Security Deposit may be assigned and transferred by Landlord to the successor in interest of Landlord and upon acknowledgement by such successor of receipt of such security and its assumption of the obligation to account to Tenant for such security in accordance with the terms of this Lease, Landlord shall thereby be discharged of any further obligation relating thereto.

2.8 Notice to Vacate. Tenant shall give written notice to Landlord one hundred and eighty (180) days prior to the expiration of the Lease, to negotiate a renewal or to exercise an option to renew, if available. Failure to provide such written notice will indicate that Tenant intends to vacate and Landlord shall have the right to place signs, for the purpose of marketing, in the windows of the Premises and to begin showing the Premises to potential new tenants. Negotiations of renewal options must be completed within thirty (30) days from the date Tenant gives written notice to exercise its option to renew. Notwithstanding the above, Landlord may decide not to renew Tenant's lease at its sole discretion.

2.9 Holding Over. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease, Tenant shall be a tenant at sufferance for the holdover period and all of the terms and provisions of this Lease shall be applicable during that period, except that Tenant shall pay Landlord (in addition to Additional Rent payable under Section 2.3 and any other sums payable under this Lease) as Base Rent for the period of such holdover an amount equal to two times the Base Rent which would have been payable by Tenant had the holdover period been a part of the original term of this Lease (without waiver of Landlord's right to recover damages as permitted by law). Upon the expiration or earlier termination of this Lease, Tenant agrees to vacate and deliver the Premises, and all keys thereto, to Landlord upon delivery to Tenant of notice from Landlord to vacate. The rental payable during the holdover period shall be payable to Landlord on demand. No holding over by Tenant, whether with or without the consent of Landlord shall operate to extend the term of this Lease. Tenant shall indemnify Landlord against all claims made by any tenant or prospective tenant against Landlord resulting from delay by Landlord in delivering possession of the Premises to such other tenant or prospective tenant.

ARTICLE 3 - OCCUPANCY, USE AND OPERATIONS

3.1 Use and Operation of Tenant's Business. Tenant warrants and represents to Landlord that the Premises shall be used and occupied only for the purpose as set forth in Section 1.11. Tenant shall occupy the Premises, conduct its business and control its agents, employees, invitees and visitors in such a manner as is lawful, reputable and will not create a nuisance to other tenants in the Property. Tenant shall continuously throughout the Lease Term occupy the Premises under the Trade Name. Tenant shall at all times operate its business in a first class manner. Tenant shall not conduct any action or fire or bankruptcy sale in the Premises. Tenant shall not solicit business, distribute handbills or display merchandise within the Common Areas, or take any action which would interfere with the rights of other persons to use the Common Areas. Tenant shall not permit any operation which emits any odor or matter which intrudes into other portions of the Property, use any apparatus or machine which makes undue noise or causes vibration in any portion of the Property or otherwise interfere with, annoy or disturb any other tenant in its normal business operations or Landlord in its management of the Property. Tenant shall neither permit any waste on the Premises nor allow the Premises to be used in any way which would, in the opinion of Landlord, be extra hazardous on account of fire or which would in any way increase or render void the fire insurance on the Property.

3.2 Signs. Notwithstanding anything to the contrary herein, any and all signage shall be subject to the Condominium Documents. No sign of any type or description shall be erected, placed or painted in or about the Premises or the Property without Landlord's prior written consent, and Landlord reserves the right to remove, at Tenant's expense, all signs other than signs approved in writing by Landlord under this Section 3.2, without notice to Tenant and without liability to Tenant for any damages sustained by Tenant as a result thereof. Tenant shall be liable to Landlord for any cost or expense incurred by Landlord in removing such sign and for any damage caused by the removal of such sign. Landlord reserves the right, in Landlord's discretion, to permit a sign or signs which deviate from the Landlord's then-established sign criteria, and such permission by Landlord to any tenant or tenants shall not give rise to any rights in any other tenants to object thereto or to require Landlord to permit such other tenant to deviate from the criteria. Nothing contained herein shall limit Landlord's right to modify or amend such criteria from time to time.

3.3 Compliance with Laws, Rules and Regulations.

(a) Tenant, at Tenant's sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over the use, condition or occupancy of the Premises. Tenant shall procure at its own expense all permits and licenses required for the transaction of its business in the Premises.

(b) The "Americans with Disabilities Act of 1990" (ADA) is a federal law that prohibits discrimination on the basis of disability. The requirements of this act vary with the type of business the Tenant is engaged in and the number of employees the Tenant has both at this location and other locations. The Landlord is not qualified to determine which provisions of the ADA apply to Tenant. Therefore the Tenant shall determine if the leased space complies with the accessibility guidelines under ADA and advise the Landlord if any physical modifications to this facility are required to meet the Tenants needs under this law, or any other law, code or regulations. Modifications requested by Tenant to the leased facility shall be made by the Landlord, and the Tenant shall pay the Landlord the full cost of the modifications requested. If the use of the Premises by Tenant on the Commencement Date is not a use deemed "a place of public accommodation" under the ADA, then no use of the Premises during the Lease Term shall be made that would cause the Premises to be deemed "a place of public accommodation" under the ADA. The Tenant shall indemnify and hold harmless the Landlord and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from the Tenants compliance of failure to comply with the ADA or other laws, codes or regulations.

(c) Tenant will comply with the rules and regulations of the Property adopted by Landlord attached hereto as **Exhibit E**. If Tenant is not complying with such rules and regulations, or if Tenant is in any way not complying with this Article 3, then notwithstanding anything to the contrary contained herein, Landlord may, at its election, enter the Premises without liability therefor and fulfill Tenant's obligations. Tenant shall reimburse Landlord on demand, as Additional Rent, for any expenses which Landlord may incur in effecting compliance with Tenant's obligations and agrees that Landlord shall not be liable for any damages resulting to Tenant from such action. Landlord shall have the right at all times to change and amend the rules and regulations in any reasonable manner as it may deem advisable for the safety, care, cleanliness, preservation of good order and operation or use of the Property or the Premises. All changes and amendments to the rules and regulations of the Property will be forwarded by Landlord to Tenant in writing and shall thereafter be carried out and observed by Tenant.

(d) Tenant shall abide by all of the Condominium Documents and hereby recognizes that a violation of the documents is a material breach of this Lease and is grounds for damages, termination and eviction. Tenant and Landlord further agree that the Condominium Association may proceed directly against Tenant and that the Tenant shall be responsible for the Condominium Association's costs and expenses including attorney's fees, at all trial and appellate levels. By executing this Lease, Tenant hereby acknowledges receipt of the rules and regulations of the Condominium Association.

3.4 **Warranty of Possession.** Landlord and Tenant each warrants that it has the right and authority to execute this Lease, and Landlord warrants to Tenant, that upon payment of the required rents by Tenant and subject to the terms, conditions, covenants and agreements contained in this Lease, Tenant shall have possession of the Premises during the full term of this Lease, as well as any extension or renewal thereof, without hindrance from Landlord or any person or persons lawfully claiming the Premises by, through or under Landlord (but not otherwise); subject, however, to all mortgages, deeds of trust, leases and agreements to which this Lease is subordinate and to all laws, ordinances, orders, rules and regulations of any governmental authority. Landlord shall not be responsible for the acts or omissions of any other lessee or third party that may interfere with Tenant's use and enjoyment of the Premises.

3.5 **Inspection.** Landlord or its authorized agents shall at any and all reasonable times have the right to enter the Premises to inspect the same, or any service to be provided by Landlord, to show the Premises to prospective mortgagees, purchasers or prospective tenants, and to alter, improve or repair the Premises or any other portion of the Property. Tenant hereby waives any claim for abatement or reduction of rent, or for any damages for injury, or inconvenience to, or interference with, Tenant's business, for any loss or occupancy or use of the Premises, and for any other loss occasioned thereby. Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises. Tenant shall not change Landlord's lock system or in any other manner prohibit Landlord from entering the Premises. Landlord shall have the right at all times to enter the Premises by any means in the event of an emergency without liability therefor.

3.6 **Personal Property Taxes.** Tenant shall be liable for all taxes levied against leasehold improvements, merchandise, personal property, trade fixtures and all other taxable property located in the Premises. If any such taxes for which Tenant is liable are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord, upon demand, that part of such taxes for which the Tenant is primarily liable pursuant to the terms of this Section. Tenant shall pay when due any and all taxes related to Tenant's use and operation of its business in the Premises.

3.7 **Garbage.** All garbage and refuse shall be kept in an area designated by Landlord and in the kind of container specified by Landlord and shall be placed outside of the Premises daily, prepared for collection in the manner and at the times and places specified by Landlord. If Landlord provides or designates a service for collection of refuse and garbage, Tenant shall use it, at Tenant's expense, provided the cost thereof is competitive with any identical service available to Tenant. In addition, Tenant shall pay to Landlord as Additional Rent immediately after receipt of Landlord's invoice, any and all costs and expenses relating to collection and removal of any Tenant garbage and/or refuse that is in excess of the usual and customary tenant garbage and/or refuse in the Building.

3.8 **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

ARTICLE 4 - UTILITIES AND SERVICE

4.1 **Utility Services.** Landlord and/or the Condominium Association shall provide or cause to be provided the mains, conduits and other facilities necessary to supply water, gas, electricity, telephone service and sewage service to the Premises. Tenant shall, however, be responsible, at its expense, to make provisions for connecting or hooking up to such utilities, directly with the appropriate utility company furnishing same. Landlord reserves the right and option to provide in accordance with applicable law any or all telecommunication services to Tenant, the Premises and/or the

Building. Any telecommunications services not provided by Landlord shall be subject to Landlord's and the Condominium Association's consent and approval in Landlord's and the Condominium Association's sole discretion.

4.2 Tenant Responsible for Charges. Tenant shall promptly pay all charges and deposits for electricity, water (if applicable), gas, telephone service and sewage service (if applicable), and other utilities furnished to the Premises. Water and sewage services may not be individually metered and in that event such expense shall be a Common Area Costs. Landlord may, if it so elects, furnish one or more utility services to Tenant, and in such event, Tenant shall purchase the use of such services as are tendered by Landlord, and shall pay on demand the rates established therefor by Landlord which shall not exceed the rate which would be charged for the same services if furnished to Tenant directly by the local utility furnishing the same to the public at large. Landlord may at any time discontinue furnishing any such service without obligation to Tenant other than to connect the Premises to the public utility, if any, furnishing such service.

4.3 No Liability. Landlord shall not be liable for any interruption whatsoever in utility services not furnished by it, nor for interruption in utility service furnished by it which are due to fire, accident, strikes, acts of God, riot, civil commotion, terrorist act, national emergency, shortage or labor or materials or other causes beyond the control of Landlord or in order to make alterations, repairs or improvements. Moreover, Landlord shall not be liable for any interruption of such utility services which continues during any reasonable period necessary to restore such service upon the occurrence of any of the foregoing conditions. Failure by Landlord to any extent to provide any services of Landlord specified herein or any other services not specified, or any cessation thereof, shall not render Landlord liable in any respect for damages to either person or property, be construed as an eviction of Tenant, work an abatement of rent or relieve Tenant from fulfillment of any covenant in this Lease. If any of the equipment or machinery necessary or useful for provision of any utility services, and for which Landlord is responsible, breaks down, or for any cause ceases to function properly, Landlord shall use reasonable diligence to repair the same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruption in service occasioned from the repairs.

4.4 Theft or Burglary. Landlord shall not be liable to Tenant for losses to Tenant's property or personal injury caused by criminal acts or entry by unauthorized persons into the Premises or the Property.

4.5 Building 2 Hours and Tenant Access. **This Section 4.5 applies only if the Premises defined herein are located within Building 2 of Parker Commons Office Park.** The normal business hours for Building 2 (the "Normal Business Hours") shall be 8:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 1:00 p.m. on Saturday, excluding national holidays. Access to Building 2 may be regulated in such manner as Landlord deems appropriate. For Tenant's access outside of Normal Business Hours, Landlord shall provide a security entrance card to the Building. Common Area utilities outside of Normal Business Hours (including but not limited to Common Area HVAC and lighting) shall be regulated by Landlord in a manner Landlord deems appropriate. Any such Common Area utilities shall be considered a Common Area Cost under Section 2.3 of this Lease. Tenant shall fully cooperate in Landlord's efforts to regulate access to the Building.

4.6 Tenant Moving. Tenant moving in or out of the Premises and/or Tenant transport of any items which requires the use of elevators, stairways, lobby areas, or loading areas shall be restricted to hours outside of Normal Business Hours and shall be subject to Landlord's prior approval. If approved by Landlord, such activity shall be under the supervision of Landlord and performed in the manner determined by Landlord. Tenant shall assume all risks for damage to items moved and for injury to any persons or property resulting from such activity. Prior to engaging in any such activity Tenant shall provide Landlord with an additional damage deposit (in an amount determined by Landlord) that shall be held by Landlord and applied to compensate Landlord for damage or injury caused by such activity. Any remaining balance of the additional deposit shall be returned to Tenant within 30 days of Tenant's completion of such activity. Tenant shall remain liable for any damage or injury in excess of the additional security deposit. If the Building, Premises or other property and/or persons of Landlord, Tenant or any other tenant is damaged or injured as a result of or in connection with such activity, Tenant shall be solely liable for any and all damage or loss resulting therefrom and shall indemnify and hold Landlord harmless for such damage or loss. Tenant shall also require any entity or person engaged in such moving and/or transport activity on behalf of Tenant to provide proof of sufficient (as determined by Landlord) liability insurance to Landlord that names Landlord as an additional insured.

ARTICLE 5 - REPAIRS AND MAINTENANCE

5.1 Tenant Repairs. Tenant, at its own cost and expense, shall maintain the Premises in a first-class condition. Without limiting the generality of the foregoing, Tenant shall maintain and keep in good repair all portions of the Premises which are not the responsibility of the Condominium Association (including replacement when necessary) to include, without limitation:

- (a) the interior of the Premises, including walls, floors and ceilings;
- (b) all windows and doors, including frames, glass, molding and hardware;
- (c) all wires and plumbing within the Premises which serve the Premises (as distinguished from those serving the Building generally);
- (d) all signs, mechanical doors and other mechanical equipment situated on or in the Premises or serving the Premises (as distinguished from those serving the Building generally); and
- (e) those utility facilities that are not the Condominium Association's or Landlord's responsibility hereunder. Tenant shall further make all other repairs to the Premises made necessary by Tenant's failure to comply with its obligations under this Section. All fixtures installed by Tenant shall be new or shall have been completely and recently reconditioned.

5.2 Tenant Damages. Tenant shall not allow any damage to be committed on any portion of the Premises or Property, and at the termination of this Lease, by lapse of time or otherwise, Tenant shall deliver the Premises to Landlord in as good condition as existed at the Commencement Date of this Lease, ordinary wear and tear excepted. The cost and expense of any repairs necessary to restore the condition of the Premises shall be borne by Tenant.

ARTICLE 6 - ALTERATIONS AND IMPROVEMENTS

6.1 **Construction.** If any construction of tenant improvements is necessary for the initial occupancy of the Premises, such construction shall be accomplished and the cost of such construction shall be borne by Landlord and/or Tenant in accordance with **Exhibit F** attached hereto. Except as expressly provided in this Lease, Tenant acknowledges and agrees that Landlord has not undertaken to perform any modification, alteration or improvements to the Premises, and Tenant further waives any defects in the Premises and acknowledges and accepts (1) the Premises as suitable for the purpose for which they are leased and (2) the Property and every part and appurtenance thereof as being in good and satisfactory condition. Upon the request of Landlord, Tenant shall deliver to Landlord a completed acceptance of premises memorandum in Landlord's prescribed form.

6.2 **Tenant Improvements.** Tenant shall not make or allow to be made any alterations, physical additions or improvements in or to the Premises without first obtaining the written consent of Landlord, which consent may in the sole and absolute discretion of Landlord be denied. Any alterations, physical additions or improvements to the Premises made by or installed by either party hereto shall remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant; provided, however, Landlord, at its option, may require Tenant to remove any physical improvements or additions and/or repair any alterations in order to restore the Premises to the condition existing at the time Tenant took possession, all costs of removal and/or alterations to be borne by Tenant. This clause shall not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant, which may be removed by Tenant at the end of the term of this Lease if Tenant is not then in default and if such equipment and furniture are not then subject to any other rights, liens and interests of Landlord. Tenant shall have no authority or power, express or implied, to create or cause any mechanic's or materialmen's lien, charge or encumbrance of any kind against the Premises, the Property or any portion thereof. Tenant shall promptly cause any such liens that have arisen by reason of any work claimed to have been undertaken by or through Tenant to be released by payment, bonding or otherwise within thirty (30) days after request by Landlord, and shall indemnify Landlord against losses arising out of any such claim (including, without limitation, legal fees and court costs).

6.3 **Common and Service Area Alterations.** Landlord shall have the right to decorate and to make repairs, alterations, additions, changes or improvements, whether structural or otherwise, in, about or on the exterior of the Property, or any part thereof exclusive of the Premises, and to change, alter, relocate, remove or replace service areas and/or Common Areas, and to otherwise alter or modify the Property exclusive of the Premises, and for such purposes, to take such measures for safety or for the expediting of such work as may be required, in Landlord's judgment, all without affecting any of Tenant's obligations hereunder.

ARTICLE 7 - CASUALTY AND INSURANCE

7.1 **Substantial Destruction.** If in the determination of Landlord the Premises should be totally destroyed by fire or other casualty, or if in the determination of Landlord the Premises should be damaged so that rebuilding cannot reasonably be completed substantially within one hundred and eighty (180) working days after Landlord's receipt of written notification by Tenant of the destruction, or if the Premises are damaged or destroyed by casualty not covered by the standard broad form of fire and extended coverage insurance then in common use in the State of Florida, then, at Landlord's sole option, this Lease shall terminate and, in such case, the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

7.2 **Partial Destruction.** If following damage or destruction to the Premises by fire or other casualty, this Lease is not terminated pursuant to Section 7.1 hereof, this Lease shall not terminate, and Landlord shall proceed, to the extent of insurance proceeds actually received by Landlord after the exercise by any mortgagee who has a mortgage on the Property of its option to have the proceeds applied against the Landlord's debt to such mortgagee, with reasonable diligence to rebuild or repair the Building or other improvements to substantially the same condition in which they existed prior to the damage. If the Premises are to be rebuilt or repaired and are untenantable in whole or in part following the damage, and the damage or destruction was not caused or contributed to by act or negligence of Tenant, its agents, employees, invitees or those for whom Tenant is responsible, the Base Rent payable under this Lease during the period for which the Premises are untenable shall be reduced to an amount determined by multiplying the Base Rent that would otherwise be payable but for this provision by the ratio that the portion of the Premises not rendered untenable bears to the total net rentable area of the Premises prior to the casualty. Landlord's obligations to rebuild or restore under this Section shall be limited to restoring the Premises to substantially the condition in which the same existed prior to the casualty, exclusive of improvements for which Tenant is responsible under Section 6.1 and **Exhibit F**, and Tenant shall, promptly alter the completion of such work by Landlord, proceed with reasonable diligence and at Tenant's sole cost and expense to restore those improvements for which Tenant is responsible to substantially the condition in which the same existed prior to the casualty and to otherwise make the Premises suitable for Tenant's use. If (i) Landlord fails to substantially complete the necessary repairs or rebuilding within one hundred and eighty (180) working days from the date of Landlord's receipt of written notification by Tenant of the destruction and (ii) Landlord is not proceeding with reasonable diligence to complete such repairs or rebuilding after such one hundred and eighty (180) day period, Tenant may at its own option terminate this Lease by delivering written notice of termination to Landlord, whereupon all rights and obligations under this Lease shall cease to exist.

Notwithstanding anything to the contrary herein, the provisions of Section 7.1 and 7.2 above shall be subject to the provisions governing destruction by fire or other casualty as contained in the Condominium Documents. In interpreting any inconsistencies between such provisions contained in this Lease or the Condominium Documents, the Condominium Documents shall prevail.

7.3 **Property Insurance.** Tenant at all times during the term of this Lease shall, at its own expense, keep in full force and effect insurance against fire and such other risks as are from time to time included in standard all-risk insurance policy (including coverage against vandalism and malicious mischief) for the full replacement cost of Tenant's trade fixtures, furniture, supplies and all items of personal property of Tenant located on or within the Premises. Tenant's policy shall also include business interruption/extra expense coverage in sufficient amounts to pay all costs payable to Landlord hereunder. Landlord shall be named as an additional insured of said policy.

7.4 **Waiver of Subrogation.** Anything in this Lease to the contrary notwithstanding, Landlord and Tenant hereby waive and release each other of and from any and all right of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the Premises, improvements to the Property, or personal property within the Property, by reason of fire or the elements, regardless of cause or origin, including negligence of Landlord or Tenant and their agents, officers and employees. Landlord and Tenant agree immediately to give their respective insurance companies which have issued policies of insurance covering all risk of direct physical loss, written notice of the terms of the mutual waivers contained in this Section, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers. Anything in this Lease to the contrary notwithstanding, there shall be no rights of subrogation against the Condominium Association.

7.5 Hold Harmless. Landlord shall not be liable to Tenant or to Tenant's customers, employees, agents, guests or invitees, or to any other person whomever, for any injury to persons or damage to property on or about the Property including the Premises, including but not limited to, consequential damage (1) caused by any act or omission of Tenant, its employees, subtenants, licensees and concessionaires or of any other person entering the Property or the Premises by express or implied invitation of Tenant, or (2) arising out of the use of the Premises or the Property by Tenant, its employees, subtenants, licensees, concessionaires or invitees, or (3) arising out of any breach or default by Tenant in the performance of its obligations hereunder, or (4) caused by the improvements located in the Premises becoming out of repair or by defect in or failure of equipment, pipes, or wiring, or by broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Premises or Property, or (5) arising out of the failure or cessation of any service provided by Landlord (including security service and devices), and Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any liability, loss, expense or claim (including but not limited to reasonable attorneys' fees) arising out of such damage or injury. Nor shall Landlord be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Property or of any other persons whomsoever, excepting only duly authorized employees and agents of Landlord acting within the scope of their authority. Further, Tenant specifically agrees to be responsible for and indemnify and hold Landlord harmless from any and all damages or expenses of whatever kind arising out of or caused by a burglary, theft, vandalism, malicious mischief or other illegal acts performed in, at or from the Premises.

7.6 Liability Insurance.

(a) Tenant at all times during the Lease shall, at its own expense, keep in full force and effect commercial general liability insurance with "personal injury" coverage and contractual liability coverage, with minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence/\$2,000,000 aggregate per location subject to no deductible. Landlord shall be an additional insured on said policy. Definition of additional insured shall include all partners, officers, directors, employees, agents and representatives of the named entities including its managing agent. Further, coverage for additional insured shall apply on a primary basis irrespective of any other insurance, whether collectible or not. All insurance policies or duly executed certificates for the same required to be carried by Tenant under this Lease, together with satisfactory evidence of the payment of the premium thereof, shall be deposited with Landlord on the date Tenant first occupies the Premises and upon renewals of such policies not less than fifteen (15) days prior to the expiration of the term of such coverage. All insurance required to be carried by Tenant under this Lease shall be in form and content, and written by insurers, acceptable to Landlord in its sole discretion. If Tenant shall fail to comply with any of the requirements contained relating to insurance, Landlord may obtain such insurance and Tenant shall pay to Landlord, on demand as Additional Rent hereunder, the premium cost thereof.

(b) Affording coverage under the Workers Compensation laws of the State of Florida and Employers Liability coverage subject to a limit of no less than \$100,000 each employee, \$100,000 each accident, \$500,000 policy limit.

(c) Tenant shall maintain umbrella liability insurance at not less than a \$1,000,000 limit providing excess coverage over all limits and coverages noted in 7.6(a) and 7.6(b) above. This policy shall be written on an occurrence basis. All policies noted above shall be written with insurance companies licensed to do business in the State of Florida and rated no lower than A:10 in the most current edition of A.M. Best's Casualty Key Rating Guide. All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, Landlord shall receive thirty (30) days written notice thereof.

7.7 Hazardous Material. Throughout the term of this Lease, Tenant shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Premises other than in strict compliance with all applicable federal, state, and local laws, rules, regulations and orders. For purposes of this provision, the term "Hazardous Materials" shall mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste of substances, or which require special handling or treatment, under any applicable local, state or federal law, rule, regulation or order. Tenant shall indemnify, defend, and hold harmless from and against:

(a) any loss, cost, expense, claim, or liability arising out of any investigation, monitoring, clean-up, containment, removal, storage, or restoration work (herein referred to as "Remedial Work") required by, or incurred by Landlord or any other person or party in a reasonable belief that such remedial Work is required by any applicable federal, state or local law, rule, regulation or order, or by any governmental agency, authority, or political subdivision having jurisdiction over the Premises, and

(b) any claims of third parties for loss, injury, expense, or damage arising out of the presence, release, or discharge of any Hazardous Materials on, under, in, above, to, or from the Premises. In the event any Remedial Work is so required under any applicable federal, state, or local law, rule, regulation or order, Tenant shall promptly perform or cause to be performed such Remedial Work in compliance with such law, rule, regulation, or order. In the event Tenant shall fail to commence the Remedial Work in a timely fashion, or shall fail to prosecute diligently the Remedial Work to completion, such failure shall constitute an event of default on the part of Tenant under the terms of this Lease, and Landlord, in addition to any other rights or remedies afforded it hereunder, may, but shall not be obligated to, cause the Remedial Work to be performed, and Tenant shall promptly reimburse Landlord for the cost and expense thereof upon demand.

ARTICLE 8 - CONDEMNATION

8.1 Substantial Taking. If in the determination of Landlord all or a substantial part of the Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and in the determination of Landlord the taking would prevent or materially interfere with the use of the Premises for the purpose for which it is then being used, this Lease shall, at the option of either Landlord or Tenant, terminate and the Rent shall be abated during the unexpired portion of this Lease effective on the date physical possession is taken by the condemning authority.

8.2 Partial Taking. If in the determination of Landlord a portion of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in Section 8.1 above, Landlord shall restore and reconstruct, to the extent of condemnation proceeds (excluding any proceeds for land) actually received after the exercise by any mortgagee who has a mortgage on the Property of its option to have the proceeds applied against the Landlord's debt to such mortgagee, the Property and other improvements on the Premises to the extent necessary to make it reasonably tenantable. The Rent payable under this Lease during the unexpired portion of the term shall be reduced to an amount determined by multiplying the Rent that would otherwise be payable but for this provision by the ratio that the portion of the Premises not rendered untenable bears to the total net

rentable are of the Premises prior to the casualty. If Landlord fails to substantially complete such restoration and reconstruction within one hundred and eighty (180) working days of the date of the physical possession by the condemning authority and Landlord is not proceeding with reasonable diligence to complete such restoration and construction, Tenant may at its option terminate this Lease by delivering written notice of termination to Landlord, whereupon all rights and obligations of this Lease shall cease to exist.

8.3 Condemnation Proceeds. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof), whether for the whole or a part of the Premises, shall be the property of Landlord (whether such award is compensation for damages to Landlord's or Tenant's interest in the Premises) and Tenant hereby assigns all of its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business or for taking of Tenant's fixtures and other property within the Premises if a separate award for such items is made to Tenant.

Notwithstanding anything to the contrary herein, the provisions of this Section 8 shall be subject to the provisions governing condemnation as contained in the Condominium Documents. In interpreting any inconsistencies between such provisions contained in this Lease or the Condominium Documents, the Condominium Documents shall prevail.

ARTICLE 9 - ASSIGNMENT OR SUBLEASE

9.1 Tenant Assignment. Tenant shall not assign, in whole or in part, this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise (including without limitation by merger, dissolution or transfer of a controlling interest in any partnership or corporate Tenant, which merger, dissolution or transfer shall be deemed an assignment) or mortgage or pledge the same, or sublet the Premises, in whole or in part, without the prior written consent of Landlord, and in no event shall any such assignment or sublease ever release Tenant or any Guarantor(s) from any obligation or liability hereunder. No assignee or sublessee of the Premises or any portion thereof may assign or sublet the Premises or any portion thereof.

9.2 Conditions of Tenant Assignment. If Tenant desires to assign or sublet all or any part of the Premises, it shall so notify Landlord in writing at least thirty (30) days in advance of the date on which Tenant desires to make such assignment or sublease. Tenant shall provide Landlord with a copy of the proposed assignment or sublease and such information as Landlord might request concerning the proposed sublessee or assignee to allow Landlord to make informed judgments as to the financial condition, reputation, operations and general desirability of the proposed sublessee or assignee. Within fifteen (15) days after Landlord's receipt of Tenant's proposed assignment or sublease and all required information concerning the proposed sublessee or assignee, Landlord shall have the following options:

- (a) cancel this Lease as to the Premises or portion thereof proposed to be assigned or sublet;
- (b) consent to the proposed assignment or sublease, and, if the rent due and payable by any assignee or sublessee under any such permitted assignment or sublease (or a combination of the Rent payable under such assignment or sublease plus any bonus or any other consideration or any payment incident thereto) exceeds the Rent payable under this Lease for such space, Tenant shall pay to Landlord all such excess rent and other excess consideration within ten (10) days following receipt thereof by Tenant; or
- (c) refuse, in its sole and absolute discretion and judgment, to consent to the proposed assignment or sublease, which refusal shall be deemed to have been exercised unless Landlord gives Tenant written notice stating otherwise. Upon the occurrence of an event of default by Tenant under this Lease, if all or any part of the Premises are then assigned or sublet, Landlord, in addition to any other remedies provided by this Lease or provided by law, may, at its option, collect directly from the assignee or sublessee all rents becoming due to tenant by reason of the assignment or sublease, and Landlord shall have a security interest in all properties belonging to tenant on the Premises to secure payment of such sums. No collection directly by Landlord from the assignee or sublessee shall be construed to constitute a novation or a release of Tenant or any Guarantor(s) from the further performance of its obligations under this Lease. All legal fees and expenses incurred by Landlord in connection with the review by Landlord of Tenant's requested assignment or sublease pursuant to this Section, together with any legal fees and disbursements incurred in the preparation and/or review of any documentation, shall be the responsibility of Tenant and shall be paid by Tenant within five (5) days of demand for payment thereof, as rental hereunder. If the rent due and payable by any assignee or sublessee under any such permitted assignment or sublease (or a combination of the rent payable under such assignment of sublease plus any bonus or any other consideration or any payment incident thereto) exceeds the Rent payable under this Lease for such space, Tenant shall pay to Landlord all such excess rent and other excess consideration within ten (10) days, following receipt thereof by Tenant.

9.3 Landlord Assignment. Landlord shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease and in the Property. Any such sale, transfer or assignment shall operate to release Landlord from any and all liabilities under this Lease arising after the date of such sale, assignment or transfer.

9.4 Rights of Mortgagee. Tenant accepts this Lease as subject and subordinate to any recorded lease, mortgage or deed of trust lien presently existing, if any, or hereafter encumbering the Property and to all existing ordinances and recorded restrictions, covenants, easements, and agreements with respect to the Property. Landlord hereby is irrevocably vested with full power and authority to subordinate Tenant's interest under this Lease to any mortgage or deed of trust lien hereafter placed on the Property. Upon any foreclosure, judicially or non-judicially, of any such mortgage, or the sale of the Property in lieu of foreclosure, or any other transfer of Landlord's interest in the Property, whether or not in connection with a mortgage, Tenant hereby does, and hereafter agrees to attorn to the purchaser at such foreclosure sale or to the grantee under any deed in lieu of foreclosure or to any other transferee of Landlord's interest, and shall recognize such purchaser, grantee, or other transferee as Landlord under this Lease, and no further attornment or other agreement shall be required to effect or evidence Tenant's attornment to and recognition of such purchaser or grantee as Landlord's interest in the Property. Tenant, upon demand, at any time, before or after any such foreclosure sale, conveyance in lieu thereof, or other transfer shall execute, acknowledge, and deliver to the prospective transferee and/or mortgage a Lease Subordination, Non-Disturbance and Attornment Agreement and any additional written instruments and certificates evidencing such attornment as the mortgagee or other prospective transferee may reasonably require, and Tenant hereby irrevocably appoints Landlord as Tenant's agent and attorney-in-fact for the purpose of executing, acknowledging, and delivering any such instruments and certificates. Notwithstanding anything to the contrary implied in this Section, any mortgagee under any mortgage shall have the right at any time to subordinate any such mortgage to this Lease on such terms and subject to such conditions as the mortgagee in its discretion may consider appropriate.

9.5 Estoppel Certificates. Tenant agrees to furnish, from time to time, within ten (10) days after receipt of a request from Landlord or Landlord's mortgagee, a statement certifying, if applicable, all or some of the following: Tenant is in possession of the Premises; the Lease is in full force and effect; the Lease is unmodified (except as disclosed in such statement); Tenant claims no present charge, lien, or claim of offset against Rent; the Rent is paid for the current month, but it is not prepaid for more than one (1) month and will not be prepaid for more than one (1) month in advance; there is no existing default by reason of some act or omission by Landlord; that Landlord has performed all inducements required of Landlord in connection with this Lease, including construction obligations, and Tenant accepts the Premises as constructed; an acknowledgement of the assignment of rentals and other sums due hereunder to the mortgagee and agreement to be bound thereby; an agreement by Tenant to give the mortgagee written notice of Landlord's default hereunder and to permit the mortgagee to cure such default within a reasonable time after such notice before exercising any remedy Tenant might possess as a result of such default; and such other matters as may be reasonably required by Landlord's mortgagee. Tenant's failure to deliver such statement, in addition to being a default under this Lease, shall be deemed to establish conclusively that this Lease is in full force and effect except as declared by Landlord, that Landlord is not in default of any of its obligations under this Lease, and that Landlord has not received more than one (1) month's Rent in advance.

ARTICLE 10 - LIENS

10.1 Landlord's Lien. As security for payment of Rent, damages and other payments required to be made by this Lease, and in addition to any statutory lien or security interest, Tenant hereby grants to Landlord a lien upon and security interest in all property of Tenant now or subsequently located upon the Premises. If Tenant is in default of any provision of this Lease, Landlord may enter upon the Premises, by picking or changing locks if necessary, without being liable for any claim for damages, and take possession of all or any part of such property, and may sell all or any part of such property at a public or private sale, in one or successive sales, with or without notice, to the highest bidder for cash, and, on behalf of Tenant, sell and convey all or part of such property to the highest bidder, delivering to the highest bidder all of Tenant's title and interest in the property sold. The proceeds of the sale of such property shall be applied by Landlord toward the reasonable costs and expenses of the sale, including attorney's fees, and then toward the payment of all sums then due by Tenant to Landlord under the terms of this Lease. Any excess remaining shall be paid to Tenant or any other person entitled thereto by law.

10.2 Uniform Commercial Code. This Lease is intended as and constitutes a security agreement within the meaning of the Uniform Commercial Code of the state in which the Premises are situated. Landlord, in addition to the rights prescribed in this Lease, shall have all of the rights, titles, liens and interests in and to Tenant's property, now or hereafter located upon the Premises, which may be granted a secured party (as that term is defined under such Uniform Commercial Code), under this Lease. Tenant will on request execute and deliver to Landlord a financing statement (or continuation statement) for the purpose of perfecting Landlord's security interest under this Lease.

ARTICLE 11 - DEFAULT AND REMEDIES

11.1 Default by Tenant. The following shall be deemed to be events of default by Tenant under this Lease:

- (a) Tenant shall fail to pay when due any installment of Rent or any other payment required pursuant to this Lease;
- (b) Tenant shall Abandon any substantial portion of the Premises;
- (c) Tenant or any Guarantor(s) of Tenant's obligations hereunder shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due, or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any Guarantor(s) of Tenant's obligations hereunder;
- (d) Tenant or any Guarantor(s) of Tenant's obligations hereunder shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors;
- (e) Tenant shall do or permit to be done any act which results in a lien being filed against the Premises or the Property;
- (f) the liquidation, termination, dissolution of (if the Tenant is a natural person) the death of Tenant or any Guarantor(s) of Tenant's obligations hereunder;
- (g) Tenant vacates or abandons the Premises for a period of fifteen (15) consecutive business days;
- (h) Tenant shall be in default of any other term, provision or covenant of this Lease, and such default is not cured within ten (10) days after written notice thereof to Tenant;
- (i) Tenant shall be in violation of any rules, regulations or restrictions of the Condominium Documents.

11.2 Remedies for Tenant's Default. Upon the occurrence of any event of default set forth in this Lease, Landlord shall have the option to pursue any one or more of the remedies set forth in this Section 11.2 without any additional notice or demand.

(a) Without declaring the Lease terminated, Landlord may enter upon and take possession of the Premises, by picking or changing locks if necessary, and lock out, expel or remove Tenant and any other person who may be occupying all or any part of the Premises without being liable for any claim for damages, and relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting. Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of any reletting of the Premises; further, Tenant agrees to reimburse Landlord for any reasonable expenditure made by it in order to relet the Premises, including, but not limited to, remodeling and repair costs, brokerage commissions and attorneys' fees.

(b) Without declaring the Lease terminated, Landlord may enter upon the Premises, by picking or changing locks if necessary, without being liable for any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant's obligations under this Lease caused by the negligence of Landlord or otherwise.

(c) Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to surrender the Premises, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon and take possession of the Premises, by picking or changing locks if necessary, and lock out, expel or remove Tenant and any other person who may be occupying all or any part of the Premises without being liable for any claim for damages. Tenant agrees to pay on demand the amount of all loss and damage which Landlord may suffer for any reason due to the termination of this Lease under this Section 11.2, including (without limitation) loss and damage due to the failure of Tenant to maintain and/or repair the Premises as required hereunder and/or due to the inability of Landlord to relet the Premises on satisfactory terms or otherwise.

(d) Landlord may accelerate and declare immediately due and payable all Base Rent and Additional Rent and other charges and assessments against Tenant due or to become due under this Lease and such Base Rent, Additional Rent and such charges and assessments shall be immediately due and payable.

Landlord's exercise, following a default by Tenant under this Lease, of any right granted hereunder or under any applicable law to lock out or change the locks securing the Premises shall not impose upon Landlord any duty to notify Tenant of the name and address or telephone number of the individual or company from whom a new key may be obtained, nor shall Landlord have any duty to provide Tenant with a new key or any other means of access to the Premises.

Notwithstanding any other remedy set forth in this Lease, if Landlord has made rent concessions of any type or character, or waived any Base Rent, and Tenant fails to take possession of the Premises on the Commencement Date or otherwise defaults at any time during the term of this Lease, the rent concessions, including any waived Base Rent, shall be canceled and the amount of the Base Rent or other rent concessions shall be due and payable immediately as if no rent concessions or waiver of any Base Rent had ever been granted. A rent concession or waiver of the Base Rent shall not relieve Tenant of any obligation to pay any other charge due and payable under this Lease. Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated by Landlord only by written notice of such termination to Tenant given in accordance with Section 13.7 below, and no other act or omission of Landlord shall be construed as a termination of this Lease.

11.3 Remedies Cumulative. All rights and remedies of Landlord herein or existing at law or in equity are cumulative and are in addition to all other rights and remedies provided under Florida law and the exercise of one or more rights or remedies shall not be taken to exclude or waive the rights to the exercise of any other.

ARTICLE 12 - DEFINITIONS

12.1 Abandon. "Abandon" means the vacating of all or a substantial portion of the Premises by Tenant, whether or not Tenant is in default of the rental or other payments due under this Lease. If Tenant Abandons the Premises, Tenant shall be in default as specified in Section 11.1(b) of this Lease. Upon such Tenant Abandonment and event of default, Landlord shall be entitled to exercise any and all remedies set forth in Section 11.2 of this Lease and/or under applicable law including but not limited to Section 11.2(d) acceleration of all Base Rent and Additional Rent.

12.2 Act of God or Force Majeure. An "act of God" or "force majeure" is defined for purposes of this Lease as strikes, lockouts, sitdowns, material or labor restrictions, actions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections, and/or any other cause not reasonably within the control of Landlord or which by the exercise of due diligence Landlord is unable wholly or in part, to prevent or overcome.

12.3 Right to Relocate. Landlord reserves the right to relocate Tenant during the Term of this Lease or any renewal thereof to similar quality office space within the Building. If Landlord exercises its right to relocate Tenant, then all costs incident to said relocation shall be the responsibility of Landlord. Said costs to be determined prior to the relocation of Tenant. In the event of any such relocation, Landlord shall not be liable to Tenant for any inconvenience, annoyance or injury to business caused directly or indirectly by such relocation.

ARTICLE 13 - MISCELLANEOUS

13.1 Waiver. Failure of Landlord to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Landlord shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth in Article 11 above shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy hereunder or at law constitute forfeiture or waiver of any rent or damages accruing to Landlord by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by Landlord to enforce one or more of the remedies provided hereunder or at law upon any event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms provisions and covenants contained in this Lease. Waiver by Landlord of any default by Tenant hereunder shall in no event be deemed or construed to be a waiver of identical or similar future defaults. Landlord may collect and receive rent due from Tenant without waiving or affecting any rights or remedies that Landlord may have at law or in equity or by virtue of this Lease at the time of such payment. To the maximum extent allowable pursuant to applicable law, institution of a summary ejectment action to re-enter the Premises shall not be construed to be an election by Landlord to terminate this Lease.

13.2 Act of God. Landlord shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Tenant, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of God, Force Majeure or by Tenant.

13.3 Attorney's Fees. If Tenant defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Landlord places in the hands of any attorney the enforcement of all or any part of this Lease, the collection of any Rent or other sums due or to become due or recovery of the possession of the Premises, Tenant agrees to pay Landlord's cost of enforcement and collection, including reasonable attorneys' fees, whether suit is actually filed or not.

13.4 Successors. This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representations, successors and assigns.

13.5 Rent Tax. If applicable in the jurisdiction where the Premises are situated, Tenant shall pay and be liable for all rental, sales and use taxes or other similar taxes, if any, levied or imposed by any city, state, county or other governmental body having authority, such payments to be in addition to all other payments required to be paid to Landlord by Tenant under the terms of this Lease. Any such payment shall be paid concurrently with the payment of the Base Rent, Additional Rent, Common Area Costs, or other charge upon which the tax is based as set forth above.

13.6 Interpretation. The captions appearing in this Lease are convenience only and in no way define, limit, construe or describe the scope or intent of any Section. Grammatical changes required to make the provisions of this Lease apply (1) in the plural sense where there is more than one tenant and (2) to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. This Lease shall not be construed more or less favorably with respect to either party as a consequence of the Lease or various provisions hereof having been drafted by one of the parties hereto.

13.7 Notices. All Rent and other payments required to be made by Tenant shall be payable to Landlord, in care of Manager, at Manager's address set forth on page 1 (or if no address be set forth for Manager, to Landlord at Landlord's address set forth on page 1). All payments required to be made by Landlord to Tenant shall be payable to Tenant at Tenant's address set forth on page 1. Any notice or document (other than Rent) required or permitted to be delivered by the terms of this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, certified mail, return receipt required, addressed to the parties at the respective addresses set forth on page 1 (or, in the case of Tenant, at the Premises), or to such other addresses as the parties may have designated by written notice to each other, with copies of notices to Landlord being sent to Landlord's address as shown on page 1. Manager shall be a co-addressee with Landlord on all notices sent to Landlord by Tenant hereunder, and any notice sent to Landlord and not to Manager, also, in accordance with this Section shall be deemed ineffective.

13.8 Submission of Lease. **SUBMISSION OF THIS LEASE TO TENANT FOR SIGNATURE DOES NOT CONSTITUTE A RESERVATION OF SPACE OR AN OPTION TO LEASE. THIS LEASE IS NOT EFFECTIVE UNTIL EXECUTION BY AND DELIVERY TO BOTH LANDLORD AND TENANT.**

13.9 Corporate Authority. If Tenant executes this Lease as a corporation or a partnership (general or limited), each person executing this Lease on behalf of Tenant personally represents and warrants that: Tenant is a duly authorized and existing corporation or partnership (general or limited), Tenant is qualified to do business in the state in which the Premises are located, the corporation or partnership (general or limited) has full right and authority to enter into this Lease, each person signing on behalf of the corporation or partnership (general or limited) is authorized to do so, and the execution and delivery of the Lease by Tenant will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement, or other contract or instrument to which Tenant is a party or by which Tenant may be bound. If any representation or warranty contained in this Section is false, each person who executes this Lease shall be liable individually, as Tenant hereunder.

13.10 Multiple Tenants. If this Lease is executed by more than one person or entity as "Tenant," each such person or entity shall be jointly and severally liable hereunder. It is expressly understood that any one of the named Tenants shall be empowered to execute any modification, amendment, exhibit, floor plan, or other document herein referred to and bind all of the named Tenants thereto; and Landlord shall be entitled to rely on same to the extent as if all of the named Tenants had executed same.

13.11 Tenant's Financial Statements. Tenant represents and warrants to Landlord that, as of the date of execution of this Lease by Tenant, the financial statements, if any, of Tenant provided to Landlord prior to or simultaneously with the execution of this Lease accurately represent the financial condition of Tenant as of the dates and for the periods indicated therein, such financial statements are true and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements included therein not misleading and there has been no material adverse change in the financial condition or business prospects of Tenant since the respective dates of such financial statements. If there is a material adverse change in Tenant's financial condition, Tenant will give immediate notice of such material adverse change to Landlord. If Tenant fails to give such immediate notice to Landlord, such failure shall be deemed an event of default under this Lease.

13.12 Severability. If any provision of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. Each covenant and agreement in this Lease shall be construed to be a separate and independent covenant and agreement, and the breach of any such covenant or agreement by Landlord shall not discharge or relieve Tenant from Tenant's obligation to perform each and every covenant and agreement of this Lease to be performed by Tenant including but not limited to Tenant's independent obligation to pay Rent.

13.13 Landlord's Liability. If Landlord shall be in default under this Lease and, if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the right, title and interest of Landlord in the Property as the same may then be encumbered and neither Landlord, nor any other person or entity comprising Landlord, nor any officer, director, employee or agent of Landlord, shall be liable for any deficiency. In no event shall Tenant have the right to levy execution against any property of Landlord other than the Property, nor any person or entity comprising Landlord other than its interest in the Property as herein expressly provided. Landlord shall not be in default under this Lease unless and until Tenant has provided written notice to Landlord of Landlord's failure to perform under this Lease ("Landlord Breach"), and Landlord fails to cure such Landlord Breach within thirty (30) days of the Tenant's written notice. If the Landlord Breach cannot be cured within the thirty (30) day period, Landlord shall not be in default if it commences the cure of the Landlord Breach within thirty (30) days of Tenant's written notice and proceeds to cure the Landlord Breach with reasonable diligence.

13.14 Sale of Property. Upon any conveyance, sale or exchange of the Premises or assignment of this Lease, Landlord shall be and is hereby entirely free and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence, or omission relating to the Premises or this Lease occurring after the consummation of such sale or exchange and assignment.

13.15 Time is of the Essence. The time of the performance of all of the covenants, conditions and agreements of this Lease is of the essence.

13.16 Subtenancies. At Landlord's option, the voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger of estates and shall operate as an assignment of any or all permitted subleases or subtenancies.

13.17 Common Areas. Tenant hereby acknowledges the Condominium Association's right, subject to the Provisions of the Condominium Documents, to change, from time to time, the dimensions and location of the Common Area and to allow the Common Area to be put to such uses as Condominium Association shall, from time to time, deem desirable. Tenant and its employees and customer shall have the nonexclusive right to use the Common Area in common with Landlord, other tenants of the Property and other Unit Owners (as such term is defined in the Condominium Documents) in the Condominium, subject to reasonable rules and regulations governing use that the Condominium Documents from time to time prescribes. Tenant shall not solicit business, distribute handbills or display merchandise within the Common Area, or take any action which would interfere with the rights of other persons to use the Common Area. The Condominium Association may temporarily close any part of the Common Area to make repairs or alterations. Tenant acknowledges that Landlord and/or the Condominium Association may be required to grant to major tenants of the Property the right to display and sell merchandise and services on portions of the Common Area, and the rights herein granted to Tenant shall be inferior to any such rights granted to major tenants. The Common Area shall be under the Condominium Association's sole operation and control. Tenant shall be responsible for and shall indemnify and hold Landlord and the Condominium Association harmless from any liability, loss or damage arising out of or caused by Tenant, its employees, subtenants, licensees, concessionaires, agents, suppliers, vendors, or service contractors, to any part of the Common Area, or to the Property whether such damages be structural or nonstructural.

13.18 Employee Parking. Landlord may, from time to time, designate specific areas in which vehicles owned by Tenant and its employees shall be parked, and Tenant shall use best efforts to see that such vehicles are parked in such areas. Upon request, Tenant shall furnish to Landlord a complete list of the license numbers of all vehicles operated by Tenant and its employees.

ARTICLE 14 - AMENDMENT AND LIMITATION OF WARRANTIES

14.1 Entire Agreement. It is expressly agreed by tenant, as a material consideration for the execution of this Lease, that this Lease, with the specific references to extrinsic documents, is the entire agreement of the parties, that there are, and were, no verbal representations, warranties, understandings, stipulations, agreements or promises pertaining to the subject matter of this lease or of any expressly mentioned extrinsic documents that are not incorporated in writing in this Lease or in such documents.

14.2 Amendment. This Lease may not be altered, waived, amended or extended except by an instrument in writing signed by Landlord and Tenant.

14.3 Limitation of Warranties. Landlord and Tenant expressly agree that there are and shall be no implied warranties of merchantability, habitability, suitability, fitness for a particular purpose or of any other kind arising out of this lease, and there are no warranties which extend beyond those presently set forth in this Lease. Without limiting the generality of the foregoing, Tenant expressly acknowledges that Landlord has made no warranties or representations concerning any Hazardous Materials or other environmental matters affecting any part of the Property, and Landlord hereby expressly disclaims and Tenant waives any express or implied warranties with respect to any such matters.

14.4 Waiver and Releases. Tenant shall not have the right to withhold or to offset Rent or to terminate this Lease except as expressly provided herein. Tenant waives and releases any and all statutory liens and offset rights.

14.5 Non-Disclosure of Lease Terms and Broker Indemnification. Notwithstanding anything contained within this Lease to the contrary, if Tenant disclosed any of the material, terms and/or provisions of this Lease, including but not limited to the Base Rent, Tenant's Common Area Costs or any caps on such costs, the Tenant finish out allowance, Tenant's proportionate share of general taxes or any cap on such expense, Tenant's proportionate share of insurance premiums or any cap on such expense, or the Lease Term to any person or entity not a party to this Lease, except Tenant's attorney, then Tenant shall be liable for all damage or injury to Landlord resulting from Tenant's failure to keep all such information confidential and Tenant shall indemnify and hold Landlord harmless from any damage, loss or injury occasioned thereby. In the alternative, and at Landlord's sole option, if damages are difficult to calculate, Tenant shall pay liquidated damages equal to one (1) months Base Rent as defined in Article I hereof. Tenant also represents and warrants it has neither consulted nor negotiated with any broker or finder with respect to this Lease, and agrees to indemnify, defend, and save Landlord harmless from and against any claims for fees or commissions from anyone with whom it has dealt in connection with this Lease.

ARTICLE 15 – TENANT CONSTRUCTION OF IMPROVEMENTS

15.1 Tenant's Construction of Improvements. This section 15.1 shall apply if Tenant is constructing interior improvements on the Premises. Landlord has agreed to provide the Tenant improvements provided for herein as reflected in Exhibit F. Landlord will provide a "Base Allowance" of \$25.00 per square foot. In addition to the "Base Allowance" Landlord agrees to provide a "Secondary Allowance" of \$20.00 per square foot, which Landlord shall amortize over the initial 120 months of the lease at 10% interest (as shown in Exhibit H). Landlord and Tenant agree that Exhibit F attached hereto represents the most current estimate available of the costs of the Tenant improvements and agree to be bound thereto. Tenant agrees to contribute the amount required to fund all costs above the "Base Allowance" and "Secondary Allowance" upon execution of Exhibit F. Further, Tenant shall deliver or otherwise complete its plans and specifications necessary for Landlord to submit for a permit application on the improvements within thirty (30) days of the Effective Date of this Lease. Should Tenant fail to complete and provide Landlord such plans and specifications within said thirty (30) day period, Tenant shall be charged a late penalty of Two Hundred Fifty and No/100 Dollars (\$250.00) per day each day thereafter until such time as Landlord is able to submit for a permit.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

Executed by Tenant on _____, 20____, and by Landlord on _____, 20____, to be effective as of the Effective Date first written herein.

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

LANDLORD:

PDP, LLC, a Florida Limited Liability Corporation

By: _____

Print Name: _____

Title: _____

TENANT: (if individual)

Print Name: _____

Print Name: _____

Executed by Tenant on _____, 20____, and by Landlord on _____, 20____, to be effective as of the Effective Date first written herein.

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

LANDLORD:

PDP, LLC, a Florida Limited Liability Corporation

By: _____

Print Name: _____

Title: _____

TENANT: (if corporation)

_____, a _____
corporation

By: _____

Print Name: _____

Title: _____

Executed by Tenant on _____, 20____, and by Landlord on _____, 20____, to be effective as of the Effective Date first written herein.

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

LANDLORD:

PDP, LLC, a Florida Limited Liability Corporation

By: _____

Print Name: _____

Title: _____

TENANT: (if partnership)

_____, a _____ partnership

By: _____

Print Name: _____

Title: **General Partner**

By: _____

Print Name: _____

Title: **General Partner**

By: _____

Print Name: _____

Title: **General Partner**

By: _____

Print Name: _____

Title: **General Partner**

EXHIBIT "D"

Commencement Agreement

This AGREEMENT made this ____ day of _____, 200__ by and between PDP, LLC ("Landlord") and _____ ("Tenant").

Witnesseth:

WHEREAS, Landlord and Tenant entered into the Standard Lease dated _____, 200__ (the "Lease") for the Premises containing approximately _____ square feet known as Unit(s) _____, Parker Commons Office Park, a Condominium.

NOW, THEREFORE, pursuant to the provisions of the Lease, Landlord and Tenant mutually agree as follows:

1. The recitals described above are hereby ratified, confirmed and incorporated herein by reference. All capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.
2. The Commencement Date is _____, 200__. The expiration date of the Lease Term is _____, _____.
3. The Base Rent is as follows:

<u>Period</u>	<u>PSF</u>	<u>Annual</u>	<u>Monthly</u>
_____	_____	_____	_____

4. Tenant is in possession of and has accepted the Premises, and Tenant acknowledges that all the work to be performed by the Landlord in the Premises as required by the terms of this Lease, if any, has been satisfactorily completed. Tenant further certifies that all conditions of the Lease required by Landlord as of this date have been fulfilled, and there are no defenses or setoffs against the enforcement of the Lease by Landlord.

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Agreement as of the date and year first above stated.

TENANT:

By: _____

Print Name: _____

Title: _____

LANDLORD:

PDP, LLC

By: _____

Print Name: _____

Title: _____

EXHIBIT "E"

Rules and Regulations

EXHIBIT "G"

GUARANTY OF LEASE

THIS GUARANTY given by _____ and _____, individually (hereinafter called the "Guarantors," whether one or more) to PDI, LLC, a Florida corporation (hereinafter called the "Landlord").

WITNESSETH:

In order to induce the Landlord to demise to _____ and _____ (hereinafter with its successors and assigns referred to as the "Tenant"), certain premises in the Landlord's Center, which has been constructed on land situated at 9001 Daniels Parkway, Fort Myers, FL 33912, and being described in and pursuant to a certain Lease Agreement dated _____ (which lease together with any and all modifications, amendments, and extensions is hereinafter referred to as the "Lease"), the Guarantors agree as follows:

1. The Guarantors do hereby jointly and severally, unconditionally and absolutely guarantee to the Landlord the full, prompt, and complete payment by the Tenant of the rent and all other sums which may be payable by the Tenant of any and all terms, covenants, conditions, and provisions of the Lease required to be performed by the Tenant without regard to any forbearance, delay, neglect, or failure on the part of the Landlord in enforcing same.
2. The Guarantors do hereby waive notice of acceptance hereof and any and all other notices which by law or under the terms and provisions of the Lease are required to be given to the Tenant and also waive any demand for or notice of default of the payment of rent and other sums which may be payable by the Tenant under the Lease and the performance of all and singular terms, covenants, conditions, and provisions in the Lease required to be performed by the Tenant; and the Guarantors do further expressly hereby waive any legal obligation, duty, or necessity for the Landlord to proceed first against the Tenant or to exhaust any remedy the Landlord may have against the Tenant under the Lease, the Landlord may proceed and have right of action solely against either the Guarantors (or any of them) or the Tenant or jointly against the Guarantors (or any of them) and the Tenant. The Guarantors further agree that the Landlord may grant relief or indulgence to the Tenant, or otherwise amend or modify the Lease, without such actions being or being deemed to be a release of the Guarantors' liability under this Guaranty. Any delay on the part of the Landlord in enforcing any rights under this Guaranty or under the Lease or in proceeding first against the Tenant shall not operate as a waive of any rights against the Guarantors hereunder.
3. In the event of any bankruptcy, reorganization, winding up, or similar proceedings with respect to the Tenant, no limitation of the Tenant's liability under the Lease which may now or hereafter be imposed by any federal, state, or other statute, law, or regulation applicable to such proceedings, shall in any way limit the obligation of Guarantors hereunder, which obligation is co-extensive with the Tenant's liability as set forth in the Lease without regard to any such statutory limitation. If any trustee, receiver, or conservator of the Tenant appointed under any federal or state law relating to bankruptcy, insolvency, debtor's relief, or corporate reorganizations rejects the Lease pursuant to any right to do so under the provisions of any such law, the Guarantors' obligation under this Guaranty shall not be affected thereby, but, to the contrary, shall continue to remain in full force and effect as if the Lease had not been rejected by such trustee, receiver, or conservator and was continuing in full force and effect.
4. The Guarantors shall not be entitled to make any defense against any claim asserted by the Landlord in any suite or action instituted by the Landlord to enforce this Guaranty or the "Lease or to be excused from any liability hereunder which the Tenant could not make or invoke, and the Guarantors hereby expressly waive any defense in law or in equity which is not or would not be available to the Tenant, it being the intent hereof that the liability of the Guarantors hereunder is primary and unconditional.
5. In the event it shall be asserted that the Tenant's obligations are void or voidable due to illegal or unauthorized acts by the Tenant in the execution of the Lease, the Guarantors shall nevertheless be liable hereunder to the same extent as the Guarantors would have been if the obligations of the Tenant had been enforceable against the Tenant.
6. This guaranty shall remain in full force and effect as to any modification or amendment of the Lease and despite any assignment of the Tenant's interest under the Lease or any subletting of all or any portion of the leased premises. The Guarantors agree that the terms of the Lease may be altered or modified by agreement of the Tenant or its assignee(s) without notice to the Guarantors and without securing their consent, approval, or waiver and such act shall not, in any way, affect this Guaranty or release the Guarantors from any liability under this Guaranty. This Guaranty shall remain in full force and effect regardless of whether or not the Tenant is or continues to be owned in whole or in part by Guarantors.
7. This Guaranty shall be binding upon the successors, and assigns of the Guarantors, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the Landlord. The Guarantors agree that this contract is performable in Florida, and waive the right to be sued elsewhere.
8. If the Guarantors, or any of them, are a corporation, then the undersigned officer of each such corporation personally represents and warrants that the Board of Directors of each such corporation in a duly held meeting, has determined that this Guaranty may be reasonably be expected to benefit said corporation.
9. The Guarantors hereby waive trial by jury in any action, proceeding, or counterclaim brought by the Landlord or the Guarantors against the other as to any matter of any kind or nature arising out of or in any way connected with this Guaranty or the Lease. In the event suit or action be brought upon and in connection with the enforcement of this Guaranty, the Guarantors shall pay reasonable attorneys' fees and all court costs incurred by the Landlord.

EXECUTED this _____ day of _____, 20__.

WITNESS/ATTEST

GUARANTORS

Name

Name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ and _____, who are personally known to me or who have produced _____ as identification.

NOTARY RUBBER STAMP SEAL
OR EMBOSSED SEAL

Notary Public

Printed Name

Commission No. _____
Expiration Date

**INTERIOR BUILD-OUT AGREEMENT
BETWEEN PARKER CONSTRUCTION FLORIDA, LLC AND OWNER
BASED UPON COST OF WORK PLUS A FEE**

This Agreement is made effective the ____ day of _____, 200__ between Parker Construction Florida, LLC (“Contractor”) and _____ (“Owner”) regarding interior build-out for _____ (the “Project”).

**ARTICLE 1
GENERAL PROVISIONS**

1.1 PARTIES’ AGREEMENT Contractor agrees to furnish general contracting services for construction and administration of the Work. Owner agrees to proceed hereunder and to pay Contractor in accordance with the terms of this Agreement.

1.2 CONTRACT PRICE The Contract Price shall be the Cost of the Work as defined in Article 8, plus a Contractor’s Fee of ten percent (10%) of the Cost of the Work, subject to adjustment in accordance with the provisions of Article 7. The Cost of the Work, excluding sales tax, is estimated to be \$_____ as detailed in the Preliminary Estimate attached hereto as Exhibit A. Owner shall be responsible for the Cost of the Work in excess of the Preliminary Estimate. but no Contractor’s Fee shall be added to such amounts.

1.3 APPLICATION OF CONTRACTOR’S FEE. No Contractor’s Fee will be added to permits or impact fees if paid by Contactor. No Contractor’s Fee shall be added to the Cost of the Work which exceeds the Preliminary Estimate or for amounts in excess of allowances shown on the Preliminary Estimate. If Owner makes changes not shown in the Contract Documents, a change order shall be executed therefore which shall include the Cost of the Work therefore and a mark-up of five percent (5%) plus the Contractors Fee of ten percent (10%). The Contractor’s Fee shall not be reduced for deductive Change Orders. If General Condition Items are a fixed line item in the Preliminary Estimate, no Contractor’s Fee shall be added thereto and Contractor shall be paid a pro-rata share of General Condition Items with each progress payment.

**ARTICLE 2
DEFINITIONS**

2.1 The Contract Documents consist of:

2.1.1 Change orders and written amendments to this Agreement signed by both parties;

2.1.2 This Agreement;

2.1.3 The information provided by Owner pursuant to Clause 4.1.2;

2.1.4 The documents in existence at the time of this Agreement which are set forth in Article 14;

The Contract Documents shall govern in the order in listed above to resolve any inconsistency, conflict or ambiguity among them.

2.2 The Work consists of the Construction Services provided in accordance with Paragraph 3.1 and Additional Services provided in accordance with Paragraph 3.3 necessary to complete the Project substantially in accordance with the Contract Documents.

2.3 The term Day shall mean calendar day.

2.4 A Subcontractor is a person or entity which has agreed with Contractor to perform any portion of the Work. The term Subcontractor does not include an architect, engineer or any separate contractor retained by Owner.

2.5 A Sub-subcontractor is a person or entity who has agreed to perform any portion of a Subcontractor's work.

2.6 Substantial Completion of the Work occurs when a Certificate of Occupancy is issued or the Architect certifies that the Work is sufficiently complete in accordance with the Contract Documents to permit Owner to utilize the Project, or a designated portion, for its intended use.

**ARTICLE 3
CONTRACTOR’S RESPONSIBILITIES**

Contractor shall construct the Work consistent with the following.

3.1 CONSTRUCTION SERVICES

3.1.1 Contractor shall provide all necessary construction supervision, construction equipment, construction labor, materials, tools and subcontracted items.

3.1.2 Contractor shall develop a Schedule of Work. This schedule shall list the dates for the commencement and completion of the various stages of the construction. It shall be revised as required by the conditions of the Work.

3.1.3 Contractor shall assist Owner in securing necessary building permits for the Project, if the Owner so requests in writing.

3.1.4 Contractor shall take necessary precautions for the safety of its employees and shall comply with all applicable safety laws. Contractor, however, shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from work performed by Owner or its employees, agents, separate contractors or tenants. Owner shall cause its employees, agents, separate contractors and tenants to adhere to all applicable safety laws and regulations. The foregoing provision shall not relieve Subcontractors or Sub-subcontractors of their responsibility to comply with all applicable safety laws.

3.2 WARRANTIES AND COMPLETION

3.2.1 Contractor warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified. Warranties shall commence upon Substantial Completion of the Work or of a designated portion of the Work. Contractor shall correct all construction performed under this Agreement which proves to be defective in workmanship and materials within a period of one (1) year from Substantial Completion. Those products, equipment,

systems or materials incorporated in the Work at Owner's direction or request shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face thereof. **ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.** The exclusive remedy for any defect of any warranted item, properly reported prior to the expiration of the warranty period, shall be the correction of such defect by repair or replacement, at Contractor's sole discretion, and shall not extend to repair or replacement of Owner's secondary furnishings, fixtures or improvements which are to be covered by Owner's (or Owner's tenants) separate insurance. The repair of such defect shall constitute full and complete fulfillment and satisfaction of all liability and obligation of Contractor in connection therewith. Contractor shall in no event be liable for any injury or damage otherwise arising out of or resulting from any such defect including, but not limited to, any special, incidental or consequential damages, whether based on contract, tort or otherwise.

3.2.2 Contractor shall not be responsible for damages which are not caused by Contractor, or his employees, agents, or subcontractors, but are as a result of accidents or force majeure including, but not limited to fire, mold, mildew, explosion, smoke, water escape, underground gas seepage, radon gas, unforeseen rise in water tables, sinkholes or as a result of ordinary wear, abuse, improper use, maintenance or as a result of any act by any other person other than Contractor, its agents, employees or subcontractors.

3.2.3 Contractor shall deliver to Owner required certificates of inspection, testing or approval and all written warranties and equipment manuals.

3.2.4 Assisted by Owner's maintenance personnel, Contractor shall direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing.

3.3 ADDITIONAL SERVICES Contractor shall provide or procure Additional Services at Owner's request. Owner and Contractor shall define in writing the extent of such Additional Services and such Additional Services shall be considered a change in the Work.

3.4 CONTRACTOR'S REPRESENTATIVE Contractor's Representative shall be Dustin Crimmins, 9001 Daniels Parkway, Suite 200, Fort Myers, Florida 33912, telephone (239) 481-5040, ext. 223, facsimile (239) 425-0527.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY OWNER

4.1.1 Owner shall timely provide full information regarding requirements for the Project including, but not limited to, that information set forth in this Article 4.

4.1.2 Owner shall provide:

.1 Drawings and Specifications which shall set forth in detail the requirements for construction of the Work and shall be based upon codes, laws or regulations enacted at the time they are prepared.

.2 inspection and testing services during construction as required by law or as mutually agreed; and

.3 all necessary approvals, site plan review, easements and assessments, necessary permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including legal and other required services.

4.1.3 At Contractor's request, Owner shall provide evidence satisfactory to Contractor that sufficient funds are available to pay for the entire cost of the Project, including an allowance for approved changes in the Work. Contractor shall not be required to commence or continue the Work unless such evidence is provided. If Owner fails to provide such evidence within five (5) days, Contractor may stop the Work after three (3) days' written notice. Contractor's failure to insist upon the provision of such evidence shall not be a waiver of Contractor's right to insist that such evidence be provided later.

4.1.4 Contractor may rely on the accuracy and completeness of the information and services required by this Paragraph 4.1.

4.2 ROYALTIES, PATENTS AND COPYRIGHTS Owner shall pay all royalties and license fees for any patented or copyrighted materials, methods or systems selected by Owner for incorporation into the Work. Owner shall defend, indemnify and hold Contractor harmless from any suits or claims of infringement arising out of any patented materials, methods or systems specified by Owner.

4.3 RESPONSIBILITIES DURING CONSTRUCTION

4.3.1 Owner shall review the Schedule of Work and timely respond to its obligations hereunder. Any approval required from Owner shall be deemed to have been given if Owner has not responded within the time set forth in the inquiry from Contractor.

4.3.2 Owner shall give prompt written notice to Contractor of any error, omission or failure to meet the requirements of the Contract Documents or any fault or defect in the Work of which Owner becomes aware.

4.3.3 Owner shall not communicate with Subcontractors, Sub-subcontractors or suppliers except through Contractor.

4.3.4 Owner shall provide insurance for the Project as provided in Article 10.

4.3.5 Owner shall be responsible for security, maintenance, heat, utilities, damage to the Work and insurance beginning two (2) days after the date of Substantial Completion.

4.4 OWNER'S REPRESENTATIVE Owner's representative is _____ who shall be fully acquainted with the Project and be able to furnish the information and services required of Owner pursuant to Article 4 so as not to delay Contractor's Work. He shall have authority to bind Owner in all matters requiring Owner's approval, authorization or written notice. Owner shall notify Contractor in advance in writing of any change in its representative and Contractor shall have the right to approve any successor representative.

ARTICLE 5 SUBCONTRACTS

Work not performed by Contractor shall be performed by Subcontractors selected in Contractor's sole discretion. Contractor shall manage the Subcontractors in the performance of their work.

**ARTICLE 6
CONTRACT TIME**

6.1 COMMENCEMENT OF THE WORK The Work shall be deemed to have commenced on the later of: (a) thirty (30) days following Contractor's receipt of both a building permit and complete working drawings; or (2) Owner's written notice to proceed. The Work shall proceed in general accordance with the Schedule of Work as such schedule may be amended subject, however, to the provisions of Paragraph 3.2 and Subparagraph 4.1.3.

6.2 SUBSTANTIAL COMPLETION Substantial Completion of the Work shall be achieved no later than _____ Days following commencement of the Work, subject to the provisions of Article 7.

6.3 DELAYS IN THE WORK

If the progress of the Work is delayed by causes beyond Contractor's control, then the Contract Price and/or the date of Substantial Completion shall be modified as appropriate. Such causes shall include, but not be limited to: changes ordered in the Work, Owner's acts or omissions, hazardous materials, differing site conditions, adverse weather conditions including hurricanes, material shortages, fire, unusual transportation delays, labor disputes, labor shortages, or other unavoidable circumstances. Accordingly, Owner acknowledges that Owner shall not be entitled to any damages for delay and hereby waives any claims for lost income, lost rent, loss of use or any other consequential damages, special or other damages Owner may have as a result of delay. If delays to the Project are encountered for any reason, the parties agree to take reasonable steps to mitigate their effect.

**ARTICLE 7
CHANGES IN THE WORK**

7.1 CHANGE ORDERS Changes in the Work within the scope of this Agreement may be accomplished by Change Order without invalidating this Agreement. A Change Order is a written instrument, issued after execution of this Agreement, signed by Owner and Contractor stating their agreement upon a change and any adjustment in the Contract Price and/or the date Substantial Completion must be achieved.

7.2 NO OBLIGATION TO PERFORM Contractor shall not be obligated to perform changed Work until a Change Order has been executed by Owner and Contractor.

7.3 UNKNOWN CONDITIONS If Contractor finds latent, concealed or subsurface physical conditions which differ from the conditions Contractor reasonably anticipated, or if physical conditions are materially different from those generally recognized as inherent in the kind of work provided for in this Agreement, then the Contract Price and/or the date of Substantial Completion shall be equitably adjusted within a reasonable time after the conditions are first observed.

7.4 CLAIMS FOR ADDITIONAL COST OR TIME Contractor shall give Owner written notice within a reasonable time after Contractor first recognizes any condition giving rise to a claim for an increase in the Contract Price and/or an extension in the date of Substantial Completion. Claims for design and estimating costs incurred in connection with possible changes requested, but not made by Owner, shall be made within a reasonable time after Owner decides not to proceed.

**ARTICLE 8
COST OF THE WORK**

8.1 COST OF THE WORK. Cost of the Work includes the following items.

8.1.1 CONSTRUCTION WORKERS. Actual wages, salaries and other compensation for construction workers employed by Contractor to perform General Condition Items or other services on or off the Project site.

8.1.2 STAFF. Actual wages, salaries and other compensation, for the employees of Contractor when (a) employed at the Project site, in whatever capacity, (b) engaged on the road performing services, and (c) performing functions related to the Project from the principal office.

8.1.3 PAYROLL TAXES. Cost of payroll taxes and insurance, and all employee benefits and contributions including, without limitation, unemployment insurance, workers' compensation insurance, FICA, health insurance, sick leave, holidays, vacation, pensions, retirement contributions, etc., insofar as the amount thereof is based on the wages, salary or other compensation paid to the employees of Contractor referred to in Subparagraphs 8.1.1 and 8.1.2.

8.1.4 TEMPORARY WORKERS. If work or labor which would otherwise be reimbursable under this Agreement is provided by temporary agency personnel, Contractor shall be reimbursed for the cost thereof.

8.1.5 TRAVEL. The proportion of transportation, traveling, moving, food, lodging, and per diem expenses of Contractor's employees incurred in performance of the Work.

8.1.6 MATERIALS AND SUPPLIES. Cost and/or fair rental value of all materials, supplies, tools, temporary facilities and equipment used in performing the Work including costs of transportation, storage, loading, unloading, use, repair and maintenance thereof.

8.1.7 INSURANCE. Cost of all insurance and bonds which Contractor is required to procure by this Agreement or is deemed necessary by Contractor.

8.1.8 TAXES. All sales, use, gross receipts and other taxes and duties related to the Project, and/or the Work for which Contractor is liable.

8.1.9 PERMITS AND LICENSES. Permit fees, impact fees, licenses, tests, royalties, damages for infringement of patents and costs of defending claims therefor.

8.1.10 DEPOSITS. Deposits lost for causes other than Contractor's negligence.

8.1.11 UNINSURED LOSSES. Losses, expenses or damages to the extent not compensated by insurance or otherwise, including settlements made with the approval of Owner which consent shall not be unreasonably withheld.

8.1.12 MISCELLANEOUS. Expenses such as telegrams, long-distance telephone calls, telephone service at the Project site, express mail, reprographics, document retention costs, computers and software, and petty cash items in connection with the Project.

- 8.1.13 CLEAN-UP.** Cost of clean-up and removal of waste.
- 8.1.14 EMERGENCY.** Cost incurred due to an emergency affecting the safety of persons or property.
- 8.1.15 DATA PROCESSING.** Cost of data processing services required in the performance of the Work.
- 8.1.16 ANCILLARY SERVICES.** The cost of legal, accounting and other such services obtained in connection with the performance of the Work.
- 8.1.17 DISPUTE RESOLUTION.** Legal, mediation and arbitration costs, other than those arising from disputes between Owner and Contractor.
- 8.1.18 GENERAL CONDITIONS ITEMS.** All costs and expenses related to General Conditions Items. General Conditions Items shall mean the provision of facilities or performance of work by Contractor for items which do not readily lend themselves to inclusion in one of the separate subcontractor agreements. General Conditions Items include, but are not necessarily limited to, the following: incidental construction work; preparation for ceremonies; signs; watchmen; photographs; field office(s) and related costs thereof such as equipment, furnishings and office supplies; temporary toilets; communication equipment; temporary utility services; clean-up; refuse removal services; trash chutes; surveys; testing; temporary roads and parking, etc.
- 8.1.19 OTHER COSTS.** All costs and expenses which are made reimbursable elsewhere in this Agreement.
- 8.1.20 SUBCONTRACTORS.** Any amounts paid or payable by Contractor to a Subcontractors.
- 8.1.21 OTHER COSTS.** All other costs directly incurred in the performance of the Work or in furthering Owner's interests in connection with the Project and not included in the Contractor's Fee.

ARTICLE 9 PAYMENT

- 9.1 INITIAL PAYMENT** Owner shall make an initial payment of _____ dollars (\$) to Contractor upon execution of this Agreement. Subject to paragraph 11.3.3, the initial payment shall be credited against the Contract Price at final payment.
- 9.2 PROGRESS PAYMENTS** At Contractor's option in its sole discretion, one or more progress payments shall be made to Contractor directly from Owner's construction lender. Owner represents and warrants that its construction lender is willing and able to make such direct payments.
- 9.2.1** On or before the 15th day of each month, Contractor may submit to Owner and/or Owner's lender an Application for Payment consisting of the Cost of the Work performed, including the cost of material stored on site or at other locations approved by Owner, along with a portion of the Contractor's Fee set forth in Article 1 calculated based upon the ratio that the Cost of the Work contained in the Application for Payment bears to the estimated total Cost of the Work.
- 9.2.2** Within ten (10) days after receipt of each monthly

Application for Payment, Owner shall pay, or shall cause its lender to pay, directly to Contractor the appropriate amount for which Application for Payment is made.

9.2.3 If Owner fails to pay Contractor any amount when due, then Contractor may stop the Work until payment has been received. Payments past due shall bear interest at the greater of the then current "prime rate" of Orion Bank, plus two percentage points or the highest rate permitted by law.

9.2.4 Within thirty (30) days of the Date of Substantial Completion of the Work, Owner shall pay Contractor the unpaid balance of the Contract Price, less only a sum equal to Contractor's estimated cost of completing any unfinished items. Owner thereafter shall pay Contractor the amount retained for unfinished items as each item is completed.

9.3 FINAL PAYMENT

9.3.1 Final payment, consisting of the unpaid balance of the Contract Price less the initial payment made under Paragraph 9.1, shall be due and payable when the Work is completed. Before issuance of final payment, Owner may request reasonably satisfactory evidence that all materials bills and other indebtedness connected with the Work will be paid or otherwise satisfied upon receipt of final payment.

9.3.2 By making final payment, Owner waives all claims except for outstanding liens, improper workmanship appearing within one (1) year after the date of Substantial Completion and Work not in conformance with the Contract Documents.

ARTICLE 10 INDEMNITY, INSURANCE & WAIVER OF SUBROGATION

10.1 INDEMNITY

10.1.1 Contractor shall defend, indemnify and hold Owner harmless from all claims for bodily injury and property damage (other than to the Work itself and other property insured under Paragraph 10.5) to the extent of the negligence attributed to Contractor's acts or omissions. Contractor shall not be required to defend, indemnify or hold Owner harmless for any acts, omissions or negligence of Owner, Owner's employees, agents or separate contractors.

10.1.2 Owner shall defend, indemnify and hold Contractor harmless from all claims for bodily injury and property damage (other than to the Work itself and other property insured under Paragraph 10.5) to the extent of the negligence attributed to Owner's acts or omissions.

10.1.3 Owner shall cause any other contractor who may have a contract with Owner to perform work on the Project, to agree to indemnify Contractor, Subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable and hold them harmless from all claims for bodily injury and property damage, other than property insured under Paragraph 10.5, that may arise from that contractor's operations. Such provisions shall be in a form satisfactory to Contractor.

10.2 CONTRACTOR'S LIABILITY INSURANCE

10.2.1 Contractor shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Agreement, whether resulting from Contractor's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:

.1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;

.2 bodily injury, sickness, disease or death claims for damages to persons not employed by Contractor;

.3 usual personal injury liability claims for damages directly or indirectly related to the person's employment by Contractor or for damages to any other person;

.4 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the Work itself and other property insured under Paragraph 10.5; and

.5 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;

10.2.2 Contractor's Commercial General and Automobile Liability Insurance as required by Subparagraph 10.2.1 shall be written for not less than the following limits of liability:

Commercial General Liability Insurance	
a. Each Occurrence	\$ 1,000,000
b. General Aggregate	\$ 2,000,000
c. Products/Completed Operations Aggregate	\$ 2,000,000
d. Personal and Advertising Injury Limit	\$ 1,000,000

10.2.3 Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy.

10.2.4 The policies shall contain a provision that coverage will not be cancelled or not renewed until Owner has been given at least thirty (30) days' prior written notice. Certificates of insurance showing required coverage to be in force shall be submitted to Owner prior to commencement of the Work.

10.3 OWNER'S LIABILITY INSURANCE Owner shall obtain and maintain its own liability insurance. Insurance for claims arising out of the performance of this Agreement may be purchased and maintained at Owner's discretion.

10.4 INSURANCE TO PROTECT PROJECT

10.4.1 Owner shall obtain and maintain property insurance in a form acceptable to Contractor upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include as named insureds Owner, Contractor, Subcontractors and Sub-subcontractors. This insurance shall insure against loss from the perils of fire and extended coverage, and shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least: theft, vandalism, malicious mischief, transit, collapse, false work, temporary buildings, debris removal, flood, earthquake, wind, testing, and damage resulting from defective design, workmanship or material. Owner shall increase limits of coverage, if necessary, to reflect estimated replacement cost. Owner shall be responsible for any co-insurance penalties or deductibles.

10.4.2 Until Substantial Completion, Owner shall not occupy or use a portion of the Project prior to a time agreed to by Contractor and to which the insurance company or companies providing the property insurance have consented by endorsing the policy or policies. This insurance shall not be cancelled or lapsed on account of partial occupancy.

10.4.3 Owner shall obtain and maintain boiler and machinery insurance as necessary. The interests of Owner, Contractor, Subcontractors and Sub-subcontractors shall be protected under this coverage.

10.4.4 Owner shall purchase and maintain insurance to protect Owner, Contractor, Subcontractors and Sub-subcontractors against loss of use of Owner's property. Such policy will provide coverage for expediting expenses of materials, continuing overhead of Owner and Contractor, Subcontractors and Sub-subcontractor, necessary labor expense including overtime, loss of income by Owner and other determined exposures. Exposures of Owner, Contractor, Subcontractors and Sub-subcontractor, shall be determined by mutual agreement with separate limits of coverage fixed for each item.

10.4.5 Upon Contractor's request, Owner shall provide Contractor with a copy of all policies before an exposure to loss may occur. Copies of any subsequent endorsements shall be furnished to Contractor. Contractor shall be given thirty (30) days' notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage. Owner shall give written notice to Contractor before commencement of the Work if Owner will not be obtaining property insurance. In that case, Contractor may obtain insurance in order to protect its interest in the Work as well as the interest of the Architect/Engineer, Subcontractors and Sub-subcontractors in the Work. The Contract Price shall be increased by the cost of this insurance. If Contractor is damaged by failure of Owner to purchase or maintain property insurance or to so notify Contractor, Owner shall bear all costs incurred by Contractor arising from the damage.

10.5 PROPERTY INSURANCE LOSS ADJUSTMENT

Any insured loss shall be adjusted with Owner and Contractor and made payable to Owner and Contractor as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Monies received for an insured loss shall be deposited in a separate account and the trustees shall distribute it in accordance with the agreement of the parties in interest.

10.6 WAIVER OF SUBROGATION

10.6.1 Owner and Contractor waive all rights against each other and any of their respective employees, agents, consultants, Subcontractors and Sub-subcontractors, for damages caused by risks covered by insurance provided in Paragraph 10.4 to the extent they are covered by that insurance.

10.6.2 Owner waives subrogation against Contractor, Subcontractors and Sub-subcontractor on all property and consequential loss policies carried by Owner on adjacent properties for the Project.

10.6.3 If the policies of insurance referred to in this Paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, Owner shall cause them to be so endorsed.

**ARTICLE 11
TERMINATION OF THE AGREEMENT AND OWNER'S
RIGHT TO PERFORM CONTRACTOR'S RESPONSIBILITIES**

11.1 TERMINATION BY CONTRACTOR

11.1.1 Upon five (5) days' written notice to Owner, the Contractor may terminate this Agreement for any of the following reasons:

- .1** the Work has been stopped for seven (7) days:
 - a. under court order or order of other governmental authorities;
 - b. as a result of the declaration of a national emergency or other governmental act during which materials are not available; or
 - c. due to Owner's failure to pay Contractor in accordance with this Agreement;
- .2** the Work is suspended by Owner for ten (10) days;
- .3** Owner materially delays Contractor's performance of the Work;
- .4** Owner otherwise materially breaches this Agreement; or
- .5** if Owner fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with Subparagraph 4.1.3.

11.1.2 Upon Contractor's termination pursuant to Subparagraph 11.1.1, Contractor shall be entitled to recover from Owner payment for all Work executed and for any loss, cost or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, Contractor shall be paid an amount calculated as set forth either in Subparagraph 11.3.1 or 11.3.2, depending on when the termination occurs, and Subparagraphs 11.3.3 and 11.3.4.

11.2 OWNER'S RIGHT TO PERFORM CONTRACTOR'S OBLIGATIONS AND TERMINATION BY OWNER FOR CAUSE

11.2.1 If Contractor persistently fails to perform any of its obligations under this Agreement, Owner may, after seven (7) days' written notice, during which period Contractor fails to perform such obligation, undertake to perform such obligations. The Contract Price shall be reduced by the cost to Owner of performing such obligations.

11.2.2 Upon seven (7) days' written notice to Contractor and Contractor's surety, if any, Owner may terminate this Agreement for any of the following reasons:

- .1** if Contractor persistently utilizes improper materials and/or inadequately skilled workers;
- .2** if Contractor does not make proper payment to laborers, material suppliers or Subcontractors;
- .3** if Contractor persistently fails to abide by the orders, regulations, rules, ordinances or laws of governmental authorities having jurisdiction; or

.4 if Contractor otherwise materially breaches this Agreement.

If Contractor fails to cure within seven (7) days, Owner may take possession of the site and complete the Work by reasonable means. Owner nonetheless shall pay Contractor for prior Work completed.

11.2.3 In the event Owner exercises its rights under Subparagraphs 11.2.1 or 11.2.2, Owner shall provide a detailed accounting of the cost incurred.

11.3 TERMINATION BY OWNER WITHOUT CAUSE If Owner terminates this Agreement other than as provided in Paragraph 11.2, Owner shall pay Contractor for all Work executed and for any loss, cost or expense in connection with the Work, plus all demobilization costs. In addition, Contractor shall be paid an amount calculated as set forth below:

- .1** If Owner terminates this Agreement prior to commencement of the construction, Contractor shall be paid 100% of the initial payment described in Paragraph 9.1.
- .2** If Owner terminates this Agreement after commencement of construction, Contractor shall be paid 100% of the unpaid Cost of the Work plus 100% of the remaining balance of the Contractor's Fee. The initial payment as provided in Paragraph 7.1 also shall be retained by Contractor.
- .3** Owner shall also pay to Contractor fair compensation for any equipment retained. Owner shall assume and become liable for obligations, commitments and unsettled claims that Contractor has previously undertaken or incurred in connection with the Work or as a result of the termination of this Agreement.

**ARTICLE 12
DISPUTE RESOLUTION**

Any dispute, claim, or other matter in contest relating to, or arising from this Agreement, shall be subject and submitted to mediation, and then if necessary binding arbitration, administered by the American Arbitration Association (the "AAA") with all proceedings being under the immediate jurisdiction of the AAA's Regional Office that is closest in location to Ft. Myers, FL. The AAA Arbitration shall be governed by the then most current Rules for the Construction Industry, and shall be presided over by a panel of one arbiter selected from the AAA's panel of Arbiters. The arbitrator shall have the power to issue all forms of partial or complete, interim, pre- and post- Award decisions or relief, including with out limitation, the posting of pre-Award collateral, security, bonds, liens against real and or personal property, and/or, affirmative and negative injunctions including without limitation, the granting of an emergency *ex parte* motion for a preliminary injunction, posting of bonds, and such other relief as deemed necessary and proper to further the ends of justice. All proceeding relating to the AAA Arbitration and/or this Agreement, shall only and exclusively be conducted within Lee County, Florida, which together with the 20th Judicial Circuit in and for Lee County Florida, shall serve as the sole and exclusive venue and forum for all related, ancillary and or pendent litigation, including without limitation, the right of any Party to seek Confirmation, Modification or Vacate of an Arbitration Award and the corresponding entry of a judgment thereupon in accordance with the Florida Arbitration Code.

**ARTICLE 13
MISCELLANEOUS PROVISIONS**

13.1 ASSIGNMENT Neither party shall assign their interest in this Agreement without the written consent of the other.

13.2 GOVERNING LAW This Agreement shall be governed by Ohio law, excluding choice of law provisions.

13.3 SEVERABILITY The partial or complete invalidity of any provision of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.4 EXTENT OF AGREEMENT This is the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

13.5 NO WAIVER OF PERFORMANCE The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

13.6 TITLES The title given to the Articles of this Agreement are for ease of reference only and not for any other purpose.

13.7 ATTORNEYS' FEES. In the event that a dispute is submitted to mediation or arbitration under Article 12, or in the event that either party files a lawsuit in connection with the subject matter of this Agreement, then the prevailing party shall be entitled to recover its expenses incurred in connection therewith, including but not limited to, travel costs for witnesses, AAA costs, court costs, expert witness fees and reasonable attorney's fees, paralegal fees, etc.

**ARTICLE 14
EXISTING CONTRACT DOCUMENTS**

The Contract Documents in existence at the time of execution of this Agreement are as follows: [none if nothing inserted]

Site Plan by _____ dated _____;

Architectural Drawings by _____ dated _____;

Interior Finish Drawings by _____ dated _____.

In witness whereof, the parties have executed this Agreement.

OWNER:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

PARKER CONSTRUCTION FLORIDA, LLC:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____