

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Lease") is made this ____ day of September 2025, by and between the CITY OF PORT ST. LUCIE, a Florida municipal corporation ("Landlord"), and ROSSER LAKES, LLC, a Florida limited liability company ("Tenant") (as used herein, Landlord and Tenant are collectively referred to as the "Parties").

RECITALS

A. Pursuant to the terms of that certain Purchase and Sale Agreement dated as of the date hereof, executed by Tenant, as seller, and Landlord, as buyer ("Purchase Agreement"), Tenant is selling to Landlord, and Landlord is purchasing from Tenant that certain real property as more particularly described and depicted on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

B. Landlord is buying the Property subject to that certain Land Lease Agreement dated June 22, 2022, executed by and between Tenant, as sub-landlord (following the closing of the transaction contemplated by the Purchase Agreement), and ARX WIRELESS INFRASTRUCTURE, LLC, a Delaware limited liability company ("ARX"), as sub-tenant (the "Sub-lease"). The Sub-lease, together with any and all licenses, leases or other agreements expressly permitted or required under the Sub-lease, collectively, herein the "Permitted Leases"). As used herein, ARX and Tenant shall be referred to herein, together, as the "Tenant Parties".

C. In connection with, and as a condition precedent to, Tenant's agreement to enter into the Purchase Agreement, Tenant has requested, and Landlord has agreed, to enter into this Lease with Tenant for that portion of the Property legally described and depicted on Exhibit "B" attached hereto and by this reference incorporated herein ("Leased Premises") for Tenant's and any sub-tenant's continued use and operation of a communications facility tower upon such property (together with all equipment necessary now or hereafter thereon, the "Communications Facility").

D. The Parties hereby enter into this Lease to evidence and reflect the agreements and obligations with respect to the leasehold interest granted herein.

AGREEMENT

1. Lease of Premises. Landlord, for and in consideration of the covenants, conditions, agreements, stipulations and rents reserved herein, does hereby lease unto the Tenant, and the Tenant does hereby lease from Landlord, the Leased Premises.

2. Term. The initial term (the "Initial Term") of this Lease shall be thirty (30) years commencing on _____, 2025 (the "Commencement Date") and may be extended for five (5) consecutive ten (10) year periods (each a "Renewal Term") by Tenant providing the Landlord with One Hundred Eighty (180) days written notice prior to the expiration of the Initial Term or Renewal Term, as the case may be.

3. Base Rent. Subject to periodic adjustment as hereinafter provided, Tenant shall make one payment as base rent (hereinafter, as adjusted, called the "Base Rent") for the demised premises to Landlord of Sixteen Thousand Dollars (\$16,000.00), plus Florida sales tax thereon, payable to Landlord at the time of execution of this Lease by Tenant. The Base Rent (as adjusted in the manner provided hereafter) and all sums due from Tenant to Landlord hereunder shall be paid in lawful money of the United States of America to Landlord at the place designated hereinbelow where Landlord is to receive notices.

4. Taxes and Assessments.

a) Payment by Tenant. It is understood by the Parties that the Landlord is a municipality and that there are not likely to be any taxes due with respect to the Property or to the Leased Premises. To the extent that there are any taxes with respect to the Leased Premises, in addition to the Base Rent Tenant shall pay and discharge (as "Additional Rent"), which term is hereby defined to include the payments of taxes and assessments under this paragraph and all other sums paid by Tenant to or on behalf of Landlord under this Lease in addition to Base Rent), all taxes, general and special assessments, and other charges of every description that during the Term of this Lease may be levied or assessed against the Leased Premises. Tenant hereby agrees to indemnify, defend, protect, and hold harmless Landlord and the Leased Premises, and all improvements now or hereinafter in, on or about the same, from all liability for any and all such taxes, assessments and charges, together with any interest, penalties and other sums relating thereto, and from any sale or other proceedings to enforce the payment thereof.

b) Tenant's Obligation. Tenant's obligation to pay the taxes, assessments and other charges as set forth in this section 4 shall commence upon the Commencement Date of this Lease and continue through and including the expiration of the Term of this Lease. All such taxes, assessments and other charges for the first and, if Tenant is not in default under this Lease, the last year of this Lease shall be prorated on the basis of a calendar year.

c) Taxes and Assessments Defined. For purposes of this Lease, the term "taxes and assessments" shall include, without limitation, the amount of all taxes, assessments, water rents, rates and charges, sewer rents, impact fees, and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, and each and every installment thereof, and the amount of all fees and charges of public and governmental authorities for construction, maintenance, occupancy and use during the Term hereof, of the premises, any building located thereon, any sidewalk or street or adjacent to or abutting the premises, street lighting, retention or detention ponds and other drainage facilities or structures, or any such taxes, assessments or impositions that may be, during the term hereof, charged, laid, levied, assessed or imposed upon or otherwise become liens upon, or in respect of, the premises, or any part thereof, or any improvements constructed thereon, or any of the rents or other sums payable hereunder; together with all impositions charged, laid, levied, assessed or imposed in lieu of, or in addition to, the foregoing under or by virtue of all present or future laws,

ordinances, requirements, orders, directives, rules or regulations of the federal, state or municipal governments. It is understood that it is the intention of the parties hereto that this should be a net lease and that Landlord shall not be obligated to pay any charges, impositions, taxes or assessments directly or indirectly made against the premises, the improvements thereon, or the rental income therefrom during the term of this Lease. If at any time during the Term of this Lease the methods of taxation prevailing at the commencement of the Term hereof shall be altered so that in lieu thereof, or as an addition to or as a substitute for the whole or any part of the taxes, assessments or charges now levied, assessed or imposed on real estate and the improvements thereon, there shall be levied, assessed or imposed (i) a tax, assessment or charge wholly or partially as a capital levy or otherwise on the rents received therefrom, (ii) a tax, assessment or charge measured by or based in whole or in part upon the premises and imposed upon Landlord, (iii) a license fee or other charge measured by the sums payable by Tenant to Landlord hereunder, or (iv) any such additional or substitute tax, assessment or charge, whether in the form of an income or capital levy or otherwise, then all such taxes, assessments or charges, or the part thereof so measured or based, shall be deemed to be included within the term "taxes and assessments" for the purposes hereof.

5. Liability Insurance. During the Term of this Lease, Tenant shall maintain liability insurance insuring the Leased Property in amounts and from an insurance company or companies as reasonably approved by Landlord. Tenant shall pay all premiums and other charges in connection with such insurance and shall deposit with Landlord (prior to the Commencement Date and at least fifteen days prior to any subsequent expiration date of any such policy) a certificate of the insurance together with a true copy of such required insurance policy then in effect, with satisfactory evidence of the payment of all premiums and other charges thereunder for the following twelve (12) month period. Landlord hereby agrees and acknowledges that for purposes of this Section, Tenant's obligations hereunder shall be deemed satisfied if the policy or policies required hereunder are issued in favor of Tenant and/or ARX, provided Landlord is named as an "additional insured" thereunder.

6. Ownership, Maintenance, Removal of Existing Improvements. The Parties agree as follows (as the case may be):

a) Communications Facility. Tenant represents and warrants that the only improvements on the Leased Premises are the Communications Facility and equipment related thereto. Tenant shall not have the right to construct any other improvements thereon without Landlord's prior written consent, except for maintenance repairs and additional satellites or equipment necessary for the operation of the Communication Facility or any improvements, updates or additions permitted or required by the Sub-lease.

b) Liens. Tenant agrees that it will make full and prompt payment of all sums necessary to pay for the cost of all repairs and permitted alterations, improvements, changes and other work done by Tenant in or to the Leased Premises and further agrees to indemnify and save harmless Landlord from and against any and all such costs and liabilities incurred by Tenant and against any and all mechanics', materialmen's, laborers', or other

statutory or common law liens arising out of or from such work, or the cost thereof, which may be asserted, claimed or charged against all or any part of the demised premises. In no event shall Landlord, or the interest of Landlord in the demised premises, be liable for or subjected to any mechanics', materialmen's, laborers', or other statutory or common law liens for improvements or work made or done by, or at the instance of, the Tenant, and this Lease expressly prohibits the subjecting of the interest of Landlord in the demised premises to any mechanics', materialmen's, laborers', or other statutory or common law liens for improvements made by or at the instance of the Tenant, or concerning which Tenant is responsible for payment under the terms of this Lease, or otherwise, and all persons dealing with, or contracting with, Tenant are hereby put on notice of these provisions. In the event any notice or claim or lien shall be asserted or recorded against the interest of Landlord in the demised premises on account of, or stemming from, any improvement or work made or done by or at the instance of Tenant, or any person claiming by, through or under Tenant, or for improvement or work the cost of which is the responsibility of Tenant, then Tenant agrees to have such notice or claim of lien cancelled, discharged, released or transferred to other security in accordance with applicable Florida statutes within ten (10) days after notice to Tenant by Landlord, and in the event Tenant fails to do so, Tenant shall be considered in default under this Lease with like effect as if Tenant shall have failed to pay rent when due and within any applicable grace period provided for payment of same. Tenant agrees, if requested by Landlord, to join with Landlord in the execution of a short form lease or memorandum of lease to be recorded in the public records of St. Lucie County, Florida, for the purpose of giving constructive notice of this provision of this Lease.

c) Title to Improvements. Title to the Communications Facility and any other improvements on the Leased Premises constructed by or under Tenant or with Landlord's written consent shall, at all times and for all purposes, remain the personal property of Tenant or the Tenant Parties, as the case may be, without any instrument of conveyance, subject only to Landlord's rights pursuant to Section 16 herein below. Tenant covenants and agrees, upon demand of Landlord, on or after the termination or expiration of this Lease, to remove the Communications Facility and any other fixtures or personalty located on the Leased Premises within a reasonable period of time.

d) Insurance During Construction and Improvements. Tenant and its contractors shall, at their sole cost and expense and at no cost or expense to Landlord, procure policies of public liability and property damage insurance, in form and amounts, and with such companies, as shall be approved by Landlord, such approval not to be unreasonably withheld or delayed. Landlord shall be named as an additional insured under all such policies, which policies shall specifically state that the same are not cancellable or reducible without at least twenty (20) days prior written notice to Landlord. Tenant and its contractors shall pay for all required worker's compensation insurance as provided by law.

7. Litigation. Within ten (10) days after Tenant has knowledge of any litigation or other proceeding that shall be instituted against Tenant, against the demised premises to secure or recover possession thereof, or that may affect the title to or interest of Landlord or the Tenant in the demised premises or improvements located thereon, Tenant shall

give written notice thereof to Landlord. Tenant shall pay all reasonable attorneys' fees and costs, at the trial level and in any appellate and/or bankruptcy proceeding, incurred by Landlord if (a) Landlord institutes litigation against Tenant for a breach of the terms and conditions of this Lease, (b) Landlord institutes litigation against Tenant for an unlawful detainer of the demised premises, or (c) Landlord becomes a party to litigation against Tenant instituted by a third party, relating to the demised premises or any improvements located thereon. The reasonable attorneys' fees and costs incurred by Landlord shall be paid by Tenant whether litigation is prosecuted to judgment or not. The payment of all attorneys' fees and court costs required hereby shall be made to Landlord in full on the next regular date for a rental payment. All such amounts (as well as all past due Rent, sales tax and late charges) shall bear interest at the highest rate then allowable under the laws of the State of Florida until paid, and Landlord may enforce the payment by using any remedy available at law or under this Lease for the collection of past due Rent or otherwise. LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AFTER CAREFUL CONSIDERATION AND AN OPPORTUNITY TO SEEK LEGAL ADVICE, EACH WAIVE THEIR RESPECTIVE RIGHT TO HAVE A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, ANY OF THE PROVISIONS HEREOF, OR ANY OTHER MATTER STEMMING FROM, DIRECTLY OR INDIRECTLY, TENANT'S OCCUPANCY AND/OR USE OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, ANY ACTION FOR EVICTION, DISTRESS FOR RENT, PROPERTY DAMAGE, PERSONAL INJURY OF DELINQUENT AND/OR ACCELERATED RENT.

8. Non-Waiver. Failure to strictly and promptly enforce any provision of this Lease shall not operate as a waiver of Landlord's right to enforce the same at some later time; the Landlord expressly reserving the right to always enforce prompt payment of Rent, or to cancel or otherwise enforce this Lease, regardless of any indulgences or extensions previously granted. The receiving by Landlord, or Landlord's representative, of any Rent in arrears or other charges or sums due hereunder after notice or institution of any suit for possession, or for cancellation of this Lease, will not be considered as a waiver of such notice or suit, or of any of the rights of Landlord.

9. Utilities. Electricity is currently provided to the Leased Premises through those certain _____ easements recorded at _____ ("Utility Easements"). Landlord agrees that it shall not enter into any agreement, easement, license of any type which would impair Tenant's rights under the existing Utility Easements.

10. Assignment and Subletting. Except for the Permitted Leases, Tenant covenants that it shall not assign or permit any other lease of the Leased Premises without Landlord's prior written consent.

11. Governmental Regulations; Environmental Matters. Tenant agrees to comply with all orders, rules, regulations and requirements of any governmental body relating to the manner of Tenant's use and occupancy of the Leased Premises, or alterations made therein by the Tenant, and the Tenant will pay all costs and expenses incidental to such compliance

including, but not limited to, impact fees, and will indemnify and save harmless the Landlord therefrom. Should the Tenant fail to comply with any of the provisions contained in this clause, the Landlord may, after ten (10) days' notice to the Tenant, comply therewith, and Landlord's cost and expense of so doing may be charged against the Tenant, becoming due from Tenant to Landlord upon demand, and if not paid, all such sums shall bear interest from and after the date of such demand at the highest rate permitted under the laws of the State of Florida. The Tenant is responsible for all Fire Code requirements.

12. Damage or Destruction. If, during the Term of this Lease, any improvements located upon the Leased Premises shall be damaged or destroyed by fire or other casualty, Tenant shall, if it elects to do so, at its sole cost and expense, repair or restore the same according to the original plans and specifications therefor, or according to plans that have been previously approved in writing by Landlord. All insurance proceeds related to the Leased Premises shall be Tenant's and Landlord disclaims any interest therein.

13. Quiet Enjoyment. Landlord warrants that (as of the date of this Lease) it owns the Leased Premises and has full right to execute and perform this Lease. So long as the Tenant is not in default, the Landlord agrees that it will not interfere with the Tenant's quiet use and enjoyment of the Leased Premises.

14. Inspection. Landlord may, at reasonable times and upon reasonable notice to the Tenant, inspect, alter and/or repair the Leased Premises when necessary for safety or preservation thereof.

15. Default and Remedies. Tenant shall be in default under this Lease should it fail to comply with any term or condition hereof, which default is not cured within sixty (60) days written notice from Landlord to the Tenant Parties (each a "Default Notice"). Should the default or event of default identified in the Default Notice not be cured within such time period, Landlord shall have all rights and remedies accorded to it under applicable law, including accelerating any rent or other amounts due and proceeding with any required judicial proceeding to retake possession of the Leased Premises. All costs, expenses and other sums incurred or paid by Landlord in connection with any of the foregoing shall be repaid by Tenant to Landlord upon demand, together with interest thereon at the highest rate allowable under the laws of the State of Florida from the date paid by Landlord through and including the date such sums are reimbursed to Landlord as aforesaid. Landlord shall have such other rights and remedies as are available to Landlord under the laws of the State of Florida. Any termination of this Lease as herein provided shall not relieve Tenant from the payment of any sum or sums that shall then be due and payable to Landlord hereunder, or any claim for damages then or theretofore accruing against Tenant hereunder, and any such termination shall not prevent Landlord from enforcing the payment of any such sum or sums or claim for damages by any remedy provided by law or equity, or from recovering damages from Tenant for any default hereunder. All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all such remedies or any other remedy or relief that may be provided by law, whether

or not stated in this Lease.

16. Surrender of Possession. Upon the expiration of the Term of this Lease, or any earlier termination thereof, Tenant shall surrender to Landlord possession of the Leased Premises and all improvements constructed or installed thereon, and Tenant shall remove, or cause to be removed, from such improvements, all movable furniture, furnishings and equipment placed in such improvements. Any of the personal property that is not removed from the Leased Premises on or before the date of expiration of the Term of this Lease, or any earlier termination thereof, shall belong to Landlord without payment of any consideration therefor. Upon expiration of the Term of this Lease, or any earlier termination thereof, Tenant agrees to execute, acknowledge and deliver to Landlord a quitclaim deed releasing and quitclaiming unto Landlord all right, title and interest of Tenant in and to the premises and all improvements thereon. Any holding over by the Tenant after the expiration or earlier termination of the Term of this Lease shall not constitute a renewal thereof or give Tenant any rights hereunder or in or to the Leased Premises or any improvements located thereon. In the event Tenant holds over, then, and in such event, in addition to Landlord's other rights and remedies under this Lease or under the laws of the State of Florida, Landlord shall have and recover from Tenant for each day Tenant so holds over in any portion of the Leased Premises a sum equal to two hundred percent (200%) of the rent and other charges paid (or payable) by Tenant during the twelve (12) month period immediately preceding such expiration or termination, multiplied by a fraction, the denominator of which shall be 365 and the numerator of which shall be the number of days Tenant holds over in any portion of the Leased Premises.

17. Subordination. This Lease is and shall be in all respects subordinate to any mortgage now or hereafter existing or placed upon the premises. If requested by Landlord or the holder of any such mortgage, Tenant shall execute, acknowledge and deliver to Landlord within five (5) days following request by Landlord, an instrument in form and content satisfactory to such mortgagee confirming such subordination. In the event Tenant fails to timely execute, acknowledge and deliver such instrument as requested by Landlord, Landlord (or either of its partners) shall have the right to execute, acknowledge and deliver such instrument in Tenant's name and on Tenant's behalf, and Tenant hereby irrevocably makes, constitutes and appoints Landlord the true and lawful attorney-in-fact for Tenant for such purpose.

18. Loss and Damage to Communications Facility. The Tenant agrees that any loss by theft or otherwise of Tenant's personal property in the premises demised hereunder shall be at the risk of the Tenant only. Landlord shall not be liable for any damage to any property in or upon said premises sustained by the Tenant or other persons, caused by fire, windstorm, water damage of any kind, or due to any negligent or intentional acts or omissions of any other persons, or arising from strikes, riots, unavoidable accident or casualty, or any other like or unlike cause. Tenant acknowledges that it is solely the responsibility of Tenant to provide security for the Leased Premises.

19. Eminent Domain.

a) Taking of Whole. If the whole of the Leased Premises are taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof (or so much of the Leased Premises that the Communications Facility or other subsequently constructed primary improvements on the Leased Premises cannot reasonably be restored to a complete architectural unit), then this Lease shall automatically terminate as of the date possession is taken.

b) Taking of Less than Whole. In the event of a partial taking or purchase, and if Tenant is not authorized to terminate this Lease under the provisions of subparagraph (a) above, Tenant shall, to the extent that it may lawfully do so, at its own cost and expense, make all repairs to the Communications Facility on the Leased Premises affected by such taking or purchase to the extent necessary to restore the same to a complete architectural unit to the extent feasible, taking into consideration the amount of the Leased Premises remaining after any such taking or purchase.

c) Condemnation Award. In the event the entirety of the Leased Premises is taken or sold pursuant to the terms of this paragraph (or so much of the Leased Premises that the Communications Facility or other subsequently constructed primary improvements on the Leased Premises cannot reasonably be restored to a complete architectural unit), then Landlord and Tenant shall each be entitled to a portion of the award or compensation in proportion to the value of their respective properties so taken. In the event only land is taken and the Communications Facility is not affected, the total award shall be distributed to Landlord.

20. Notices. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand delivered, to the party to be notified at the addresses set forth hereinbelow or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein.

Notices to Tenant: Rosser Lakes, LLC
1500 Hwy A1A, #1
Vero Beach, Florida 32963
Attn: Alfred J. Koontz, III, Manager
Telephone:
Email:

With a copy to: ARX Wireless Infrastructure
110 Washington Ave.
North Haven, CT, 06473
Attn: Keith Coppins

With a copy to: Dean, Mead, Minton & Moore

1903 South 25th Street, Suite 200
Fort Pierce, FL 34947
Attn: W. Lee Dobbins
Telephone: 772-464-7000
Email: LDobbins@DeanMead.com

Notices to Landlord: City of Port St. Lucie, Florida
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Attention: Jesus Merejo, City Manager
Telephone: 772-871-5163
Email: JMerejo@CityofPSL.com

With a copy to: City of Port St. Lucie, Florida
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Attention: City Attorney
Telephone: 772-871-5294
Email: RBerrios@cityofpsl.com

Each notice shall be deemed to be given at the time it is deposited in the United States mail as hereinabove required, or upon hand delivery, to the appropriate addresses herein provided. Changes of address shall be effective once provided in writing to all parties receiving notices hereunder.

21. Net Lease. This Lease shall be deemed and construed to be a "net lease" and, except as herein otherwise expressly provided, Landlord shall receive all rents and additional rent and all other payments hereunder to be made by Tenant free from any charges, assessments, impositions, expenses or deductions of any kind or nature whatsoever.

22. Sovereign Immunity. The provisions, terms or conditions of the Lease shall not be construed as a consent of Landlord, the City of Port St. Lucie, to be sued because of said leasehold. Nothing in the Lease shall be construed as an indemnification of Tenant by Landlord or as a waiver of sovereign immunity beyond that provided in Section 768.28, Florida Statutes.

23. City's Rights as Sovereign. It is expressly understood that notwithstanding any provision of this Lease and Landlord's status as City hereunder, the City retains all of its sovereign prerogatives and rights as a municipal corporation under Florida laws (but not in regard to its status as City in its capacity as landlord and the performance of its contractual duties hereunder) and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building or zoning or exercising its planning or regulatory duties and authority. For the avoidance of doubt, this Lease shall not impose any obligation upon the City in its regulatory capacity.

24. Public Records Law. Tenant acknowledges that Landlord is subject to Chapter 119, Florida Statutes, commonly known as the Florida Public Records Law. Landlord shall retain copies of this Lease and any and all related documents including written correspondences between Landlord and Tenant and Tenant acknowledges that the same shall become a public record subject to the Florida Public Records Law, which the Landlord shall disclose whenever a public records request is properly made. This provision shall survive the expiration or earlier termination of this Lease. Landlord acknowledges that: (1) Tenant is a private entity and has not been delegated any authority to act on behalf of Landlord or otherwise exercise any governmental function; (2) Landlord does not and will not control Tenant's professional activities or judgment; (3) Tenant has no authority to play an integral part in Landlord's decision-making process; and (4) Tenant is not subject to the Florida Government in the Sunshine or the Florida Public Records Laws.

25. No Equitable Ownership. Nothing in this Lease shall be interpreted to create an equitable ownership of the Leased Premises in Tenant's name. Tenant specifically confirms that it is not the equitable owner of the Leased Premises and waives any benefits which may accrue to Tenant in the event that they were deemed to be an equitable owner of the Leased Premises. At all times the Landlord shall remain the owner of the Leased Premises.

26. Brokers. Each of the parties hereto represents and warrants to the other that it has not dealt with any broker or agent in connection with the negotiation or entry into this Lease, for which any fee or commission is payable by the other party, and each party shall indemnify, defend and hold the other harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees at or before the trial level and in any appellate or bankruptcy proceedings) arising by reason of any breach of the representations and warranties made in this paragraph.

27. Time is of the Essence. Time is of the essence of this Lease and each and every provision hereof.

28. Construction of Agreement. Whenever the context of this Lease so requires or admits, words used in the neuter gender include the masculine and feminine; the singular includes the plural and the plural the singular; the word "person" includes a corporation, partnership, trust or unincorporated association as well as a natural person. The fact that one of the parties to this Lease may have drafted or structured any provision thereof (or the entire Lease) shall not be considered in construing or interpreting any particular provision of this Lease either in favor of or against such party.

29. Entire Agreement. This Lease contains the entire agreement between Landlord and Tenant with respect to the subject matter hereof, and may be amended only by a subsequent written instrument executed by both Landlord and Tenant. Except for those which are set forth in this Lease, no representations, warranties or agreements have been made by

Landlord or Tenant to one another with respect to this Lease.

30. Severability. If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder shall not be affected, and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as a part of this Lease a provision as similar to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

31. Captions. The captions at the beginning of the various paragraphs of this Lease have been inserted in this Lease for convenience of reference only. Such captions do not, and shall not be construed to, define, limit or amplify the scope or intent of any provisions of this Lease.

32. Binding Effect. This Lease will inure to the benefit of, and will be binding upon, Landlord and Landlord's successors (including successor trustees) and assigns. This Lease will inure to the benefit of, and will be binding upon, Tenant and Tenant's successors and assigns.

33. Governing Law. This Lease shall be governed by, and construed and interpreted under and in accordance with, the laws of the State of Florida and venue of any action under this Lease shall be in St. Lucie County, Florida.

IN WITNESS WHEREOF, the parties have executed and delivered this instrument and have intended the same to be and become effective as of the day and year first above written.

[Signatures on Immediately Succeeding Pages]

LANDLORD:

City of Port St. Lucie, a Florida municipal corporation

By: _____
Jesus Merejo, City Manager

Date: _____

TENANT:

Rosser Lakes, LLC, a Florida limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"

PROPERTY

EXHIBIT "B"
LEASED PREMISES