

OFFICE LEASE

This Office Lease (the "Lease") is entered into and made as of _____, (the "Effective Date") by and between **R.L.R INVESTMENTS, L.L.C.**, an Ohio limited liability company, with a mailing address of 600 Gillam Road, Wilmington, Ohio 45177, (hereinafter the "Landlord") and **SANIBEL FIRE AND RESCUE DISTRICT**, with a mailing address of 2351 Palm Ridge Rd., Sanibel, FL 33957 (hereinafter the "Tenant").

WITNESSETH

ARTICLE I – LEASE OF PREMISES

1.01 – Lease of Premises. Landlord, in consideration of the rents and covenants specified herein, does hereby demise, let and lease to Tenant, and Tenant does hereby hire, take and lease from Landlord, on the terms and conditions hereinafter set forth, the following described space (hereinafter the "Premises"), for the term hereinafter specified.

1.02 – Basic Lease Provisions.

A. Building Name: **Robert’s Center (the “Building”)
1456 Periwinkle Way
Sanibel, FL 33957**

B. Agreed Total Rentable Area in the Building: **Suite A consisting of approximately 1,985 square feet. (the “Premises”)**

C. Term: **Two (2) years**, beginning on November 1, 2025, (the "Commencement Date") and ending on October 31, 2027, (the "Expiration Date"). Between the dates of October 1, 2025 and Commencement Date, Tenant will be allowed unlimited access for the purpose of preparing the Premises for use and subject to paragraph 2.02(A) of this Lease (the "Early Occupancy").

D. Annual Base Rent: **\$34,737.48**

- To be paid as follows:

Commencing November 1, 2025 ("Rent Commencement Date"), the base rent shall be paid in equal monthly installments in advance, without deduction or offset, on or before the first day of each month and every calendar month during the Term of this Lease.

E. Monthly Rent Installments: \$ 2,894.79

Common Area Maintenance: \$ 496.25

Total Rent per Month: \$ 3,391.04

F. Security Deposit: **\$ 2,000.00**

G. Addresses for Notices:

Tenant: Sanibel Fire and Rescue District
2351 Palm Ridge Rd.
Sanibel, FL 33957
ATTN.: Kevin Barbot
Phone: 239-342-2370

Landlord: R.L.R. Investments, L.L.C.
2340 Periwinkle Way, suite M-1
Sanibel, FL 33957
ATTN.: Ali Kendall, Commercial Leasing Dir.
Phone: 239-980-9883

For Payments: R.L.R Investments, L.L.C.
600 Gillam Road, P.O. 271
Wilmington, Ohio 45177
ATTN.: Accounts Receivable

1.03 – Description of the Building, Premises and Common Areas.

A. The Building. The name, address and description of the Premises are specified in Sections 1.02 A. Specifically, hereby is excluded from the grant and demise of this Lease any rights to light or air over the land upon which the Building is situated, or over adjoining or nearby property, streets or alleys.

B. The Premises. The Premises shall consist of the office space specified in Section 1.02 B, consisting of approximately 1,985 square feet along with non-exclusive access to the Premises and all common areas.

ARTICLE II – TERM AND POSSESSION

2.01 – Term. The Term of this Lease shall be for the period specified in Section 1.02(C); and shall begin and end on the Commencement Date and Expiration Date, respectively, specified in Section 1.02(C).

2.02 – A. Early Occupancy. The Early Occupancy rights are contingent upon Tenant remitting to R.L.R. Investments, L.L.C. a Certificate of Liability Insurance pursuant to paragraph 10.01 below, and the Security Deposit as stated in Section F herein. In the event Tenant has the Premises ready for occupancy before the Rent Commencement Date, Tenant may, at Tenant's request, take possession of the Premises at such time, and Tenant may occupy the Premises and open for business when ready until the Rent Commencement Date, subject to all of the terms, conditions and covenants of this Lease. No rent shall be charged for Early Occupancy prior to the Rent Commencement Date of November 1, 2025.

B. Delayed Occupancy. The term of this Lease shall commence on the Commencement Date specified in Section 1.02(C) unless Landlord fails to tender the Premises to Tenant on such date, in which event the Commencement Date shall be the date on which Landlord actually tenders the Premises to Tenant. In the event Landlord fails to tender possession of the Premises to Tenant on such date, Landlord shall have no liability to Tenant. Except those improvements specified in Sections 8.02 and 8.03, Tenant shall be responsible for the completion of all of Tenant's leasehold improvements, and failure of such improvements to be completed on or before the Commencement Date shall not result in a postponement of the Commencement Date.

2.03 – Tenant's Possession and Acceptance of the Premises. Taking possession of the Premises by Tenant shall be conclusive evidence that the Premises were in good order and satisfactory condition when Tenant took possession. Landlord makes no representation concerning the condition of the Premises and Tenant accepts the Premises in its current “AS IS” condition as of the date of this Lease, subject to Landlord improvements. Tenant shall have the sole responsibility for obtaining all permits, certificates, licenses or otherwise to operate its business on the Premises.

2.04 – Surrender of the Premises. Upon the expiration or earlier termination of this Lease, or upon the exercise by Landlord of its right to reenter the Premises without terminating the Lease, Tenant shall immediately surrender the Premises as provided elsewhere herein, in broom-clean condition and in good order, condition and repair, except only for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense. Upon such expiration of this Lease Tenant shall have the right prior to expiration or within ten days following Landlord's termination or reentry to remove its personal property (as provided in Sections 8.03 and 8.04). Tenant, shall, at its expense, promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed.

2.05 – Holding Over. In the event of holding over by Tenant after expiration or termination of this Lease without the written consent of Landlord, Tenant shall pay double Base Rent (including but not limited to additional rent) (calculated on the basis of rent with respect to the month immediately preceding the month in which expiration or termination occurs) for the entire holdover period. No holding over by Tenant after the term of this Lease shall be construed to extend the Lease; in the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other Tenant to whom Landlord may have leased all or any part of the Premises covered hereby effective upon the termination of this Lease. Tenant further agrees to indemnify Landlord for all expenses, including reasonable attorney's fees incurred in any eviction or collection proceedings arising out, or in any way related to the holding over. Any holding over with the consent of the Landlord in writing shall thereafter constitute this Lease a lease from month to month.

ARTICLE III – RENT

3.01 – Rent. Tenant shall pay to Landlord as Rent for the Premises the annual sum specified in Section 1.02 (D), payable in monthly installments, plus Common Area Maintenance Fees, plus, if applicable, State and Local Sales Tax, commencing on the Rent Commencement Date specified in Section 1.02(D). Thereafter, if Tenant renews the Term of the Lease, the Rent shall be paid in equal consecutive monthly installments in advance, without deduction or offset, on or before the first day of each and every calendar month during the term of this Lease; provided, however, that if the Commencement Date shall be a day other than the first day of a calendar month or the Expiration Date shall be a day other than the last day of a calendar month, the Rent installment for such first or last fractional month shall be prorated on the basis of the number of days during the month this Lease was in effect in relation to the total number of days in such month; and further provided, that Tenant shall pay the first installment of Rent upon execution of this Lease. Tenant shall pay a late fee of \$ 25.00 per day for every day after the (15th) fifteenth date of the month.

ARTICLE IV – SECURITY DEPOSIT

As security for the performance and observance by Tenant of all of its obligations under this Lease, Tenant has deposited with Landlord the sum of \$2,000.00 specified in Section 1.02(F), which sum shall be held by Landlord as a security deposit during the term of this Lease. If Tenant performs and observes all of the terms, conditions, and covenants of this Lease which are required to be performed and observed by it, Landlord shall return the security deposit, or balance thereof then held by Landlord, without interest, to Tenant within thirty (30) days after the Expiration Date or after Tenant surrenders possession of the Premises, whichever is later. In the event of a default by Tenant in the payment of rent or the performance or observance of any of the other terms, conditions or covenants of this Lease then Landlord may, at its option and without notice, apply all or any part of the security deposit in payment of such rent or to cure any other such default; and if Landlord does so, Tenant shall, upon request, deposit with Landlord the amount so applied so that Landlord will have on hand at all times during the term of this Lease the full amount of the security deposit. Landlord shall have no obligation to deposit or keep

amounts paid to Landlord by Tenant pursuant to this Article IV in a separate or trust account, but may commingle it with Landlord's other funds. Landlord shall have no obligation to keep the deposit in an interest bearing account.

In the event of a sale or assignment of Landlord's interest in the Building of which the Premises are a part, Landlord shall have the right to transfer the security deposit to its purchaser or assignee, and the Landlord shall thereupon automatically and without the necessity for any consent from Tenant be released by Tenant from all liability under this Lease, including but not limited to responsibility for the return of such deposit; and Tenant agrees to look solely to the new purchaser, assignee or successor landlord for the return of such deposit and any other recourse under this Lease. In the event of an approved assignment of this Lease by Tenant in accordance with the provisions of Article XIV, the security deposit shall be deemed to be held by Landlord as a deposit made by the assignee, and Landlord shall have no further responsibility for the return of such deposit to Tenant.

ARTICLE V – TENANT FINISH IMPROVEMENTS

Landlord, at its sole cost and expense, has constructed the required Tenant finish improvements to the Premises in accordance with the responsibility descriptions contained in Sections 8.02 and 8.03.

ARTICLE VI – USE OF PREMISES

6.01 – Specific Use. The Premises shall be occupied and used exclusively as a Fire and Rescue District office and shall not be used for any other purpose.

6.02 – Covenants Regarding Use. In connection with its use of the Premises, Tenant agrees to the following:

A. Tenant shall use the Premises and conduct its business thereon in a safe, careful, reputable and lawful manner; and Tenant shall not use the Premises for any unlawful purpose or activity.

B. Tenant shall not commit, nor allow to be committed, on or about the Premises or the Building, any act of waste, including any act which might deface, damage or destroy the Premises or the Building or any part thereof; use or permit to be used on the Premises any hazardous substance, equipment or other thing which might cause injury to person or property or increase the danger of fire or other casualty in, on or about the Premises; permit any objectionable or offensive noise or odors to be emitted from the Premises or do anything or permit anything to be done, which would disturb or tend to disturb other tenants occupying leased space in the Building.

C. Tenant shall not overload the floors of the Premises beyond their designed weight bearing capacity, which Landlord has determined to be 150 pounds per square foot live load, including an allowance for partition load. Landlord reserves the right to direct the positioning of all heavy equipment, furniture and fixtures which Tenant desires to place in the Premises so as to distribute properly the weight thereof, and to deny the right to install and to require the removal of any equipment or furniture which exceeds the weight limit specified herein.

D. Tenant shall not use the Premises, or allow the Premises to be used, for any purpose or in any manner which would, invalidate any policy of insurance now or hereafter carried on the Building or increase the rate of premiums payable on any such insurance policy. Should Tenant fail to comply with this covenant, Landlord may, at its option, require Tenant to stop engaging in such activity or to reimburse Landlord as additional rent for any increase in

premiums charged during the term of this Lease on the insurance carried by Landlord on the Building and attributable to the use being made of the Premises by Tenant.

E. Subject to Landlord's approval, Tenant may install or display signage on the monument sign and on the Unit A door to the Premises. All signage is subject to Landlord approval and must comply with local ordinance(s).

F. Tenant agrees to promptly report in writing to Landlord any defective or unsafe condition on or about the Premises or the Building which shall come to the attention of Tenant.

6.03 – Access to and Inspection of the Premises. Landlord, its employees and agents and any mortgagee of the Building shall have the right to enter any part of the Premises with reasonable notice and times for the purposes of examining or inspecting the same, showing the same to prospective purchasers, mortgagees or tenants and for making such repairs, alterations or improvements to the Premises or the Building as Landlord may deem necessary or desirable. If representatives of Tenant shall not be present to open and permit such entry into the Premises at any time when such entry is necessary or permitted hereunder, Landlord and its employees and agents may enter the Premises by means of a master or pass key or otherwise. Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of this Lease, or entitle the Tenant to any abatement of rent therefor.

6.04 – Reservation of Rights by Landlord. Unless expressly waived in writing, Landlord shall have the following rights, exercisable with written notice, without any liability to Tenant for damage or injury to person, property or business without being deemed an eviction or disturbance in any manner of Tenant's use or possession of the Premises and without relieving Tenant from its obligation to pay all rent, additional rent and other charges payable by Tenant hereunder when due or from any other obligation under this Lease:

A. to install, affix and maintain any and all Landlord related signs on the exterior and interior of the Building (excluding the interior of the Premises);

B. to designate or approve prior to installation all types of signs, window shades, blinds, drapes, awnings or other similar items and all internal lighting, fixtures, or equipment that may be visible from the exterior of the Premises or the Building, which consent shall not be unreasonably withheld;

C. to change the arrangement and/or location of entrances, doors, corridors, elevators, stairs, toilets, or other public parts of the Building;

D. to grant to any person the exclusive right to conduct any business or render any service in or to the Building, provided such exclusive right shall not operate to prohibit Tenant from using the Premises for such purposes as are permitted under this Lease;

E. to have access for Landlord and other tenants of the Building to any mail chutes located in the Premises according to the rules of the United States Post Office;

F. to take any and all reasonable measures, including inspections, repairs, alterations, decoration, additions, and improvements to the Premises or to the Building, as may be necessary or desirable in the operation thereof or for the safety, protection or preservation thereof or of Landlord's interest therein;

G. to retain at all times master keys or pass keys to the Premises; and

H. to install, operate and maintain a Building security system which monitors, by closed circuit television or otherwise, all traffic entering and leaving the Building; and

I. to make any alterations, repairs, improvements or additions in or to the Building, the fixtures and equipment thereof (other than Tenant's trade fixtures and equipment) including but not limited to mechanical, electrical, plumbing, heating, ventilating and air conditioning equipment, the street entrances, doors, windows, halls, corridors, passages, elevators, stairways or other facilities which Landlord may deem necessary or desirable; and

J. to enter the Premises during business hours (1) for making inspections, repairs, alterations, improvements or additions of or to the Building, the Premises or the fixtures or equipment thereof, (2) to exhibit the Premises to others; and (3) for any purpose whatsoever related to the safety, protection, preservation or improvement of the Building, the Premises, or Landlord's interests therein.

The rights set forth in Paragraphs 6.04 (J) shall be exercised by Landlord in a prudent manner, with reasonable written notice to Tenant except in emergencies, with as little interference as possible to Tenant's operation and without damage to Tenant's security system and equipment.

6.05 – Compliance with Laws. Tenant shall comply with all laws, statutes, ordinances, rules, regulations and orders of any federal, state, or municipal government or other authority having jurisdiction over and relating to the use and occupancy of the Premises, except that Tenant shall not be responsible for or required to make structural repairs to the Building or the Premises unless they are occasioned by its own negligence.

6.06 – Compliance with Building Rules and Regulations. Rules and Regulations governing the use and occupancy of the Building have been adopted by Landlord for the mutual benefit and protection of all the tenants in the Building. Tenant shall comply with and conform to the rules and regulations currently in effect, which may be modified from time to time by Landlord and may be reduced in writing by Landlord. Landlord shall have the right to amend such rules and regulations or to make new rules and regulations from time to time in any manner that it deems necessary or desirable in order to insure the safety, care and cleanliness of the Building and the preservation of order therein, any such amendments to the rules and regulations shall be set forth in writing and shall be given to Tenant, who shall thereafter comply with and conform to the same. All such rules and regulations shall be applied and enforced uniformly as to all tenants in the Building.

ARTICLE VII – UTILITIES, TAXES & SPECIAL ASSESSMENTS

7.01 – Utilities. Tenant shall pay all utilities levied against the Premises during the Term, to include electricity, phone, and internet.

7.02 – Real Estate Taxes. Landlord shall pay all real property taxes and special assessments levied against the Premises during the Term.

7.03 – Other Taxes. Tenant shall have the sole responsibility for paying any and all other taxes, including but not limited to sales, gross income, rental, business occupation, or personal property taxes attributable to Tenant's business on the Leased Premises.

ARTICLE VIII – REPAIRS, MAINTENANCE, ALTERATIONS, IMPROVEMENTS AND FIXTURES

8.01 – Repair and Maintenance of Building. Landlord shall keep and maintain in good order, condition and repair the roof, exterior and interior structural walls (including any plate glass windows comprising a part thereof) and foundation. Landlord shall be responsible for replacement of cooling and/or heating systems, landscape maintenance, plant & tree replacement, sprinkler system, parking lot maintenance, exterior repairs to include lighting, sewer, plumbing, and electrical.

8.02 – Repair and Maintenance of Premises. Tenant agrees that unless otherwise stipulated herein, Landlord shall not be required to make any improvements to or repairs of any kind or character to the Premises during the term of this Lease, except such repairs specified in Section 8.01. The obligation of Landlord to maintain and repair the Premises shall be limited to the maintenance and repair of items to the quality and class of the original work normal wear and tear excepted. Tenant shall be responsible for the daily maintenance and upkeep of the Premises, including janitorial, light bulb replacement, HVAC repairs, maintenance, and filter replacements, routine plumbing and electrical repairs, window shutter repairs and any other repairs or maintenance to fixtures and equipment exclusively serving the Premises and anything not specifically addressed herein. Tenant will make no alterations or improvements in the Premises without Landlord's written consent. When such consent shall be given all such work shall be at Tenant's expense and at such times and in such manner as Landlord may designate. Such consent shall not be unreasonably withheld.

8.03 – Alterations or Improvements. Tenant agrees not to permit the Premises to be used for any purpose other than that stated in Section 6.01, or make or allow to be made any alterations or physical additions in or to the Premises, or place signs on or in the Premises or the Building, without first obtaining the written consent of Landlord. Landlord agrees to remove the half wall with the small window in it, paint all interior walls one color (selected by Tenant), and ensure that all air conditioning system(s), fixtures, and lightbulbs in the Premises are in good working order prior to Lease Commencement. All additions, decorations, fixtures (except Tenant's trade fixtures), hardware, and all permanent improvements, permanent in or upon the Premises, whether placed there by Tenant or by Landlord, shall, unless Landlord requests their removal become Landlord's property and shall remain upon the Premises at the termination of this Lease by lapse of time, or otherwise, without compensation or allowance or credit to Tenant. If, upon Landlord's written request, Tenant does not remove said additions, decoration, non-trade fixtures, hardware and improvements, Landlord may remove the same and Tenant shall pay the cost of such removal, including the cost of restoring the Premises to their original condition, to Landlord upon demand; provided however, that Tenant shall have no responsibility for payment of removal of improvements of the same quality and class as the original installations made by Landlord for Tenant upon the expiration of this Lease.

8.04 – Trade Fixtures. Any trade fixtures installed on or in the Premises by Tenant, at its own expense, such as movable partitions, counters, shelving, bookcases, mirrors, and the like, may, and at the request of Landlord, shall be removed on the expiration or earlier termination of this Lease. Tenant's right to remove trade fixtures is subject to the condition that, at the time of removal that Tenant is not then in default, that Tenant bears the cost of such removal, and further that Tenant repairs at its own expense any and all damage to the Premises resulting from such removal. If Tenant fails to remove any and all such trade fixtures from the Premises on the Expiration Date or earlier termination of this Lease, all such trade fixtures shall become the property of Landlord unless Landlord elects to require their removal, in which case Tenant shall remove same, prior to the expiration of the Lease or within ten (10) days following the termination of the Lease by Landlord, at Tenant's expense and restore the Premises to their original condition.

8.05 – Landlord's Improvements to the Building. Landlord may elect, during the term of this Lease, to install certain improvements and conduct certain renovations to the Building, including the Premises, including but not limited to the installation of new windows, the installation of new heating and/or cooling systems, modification of the electrical or plumbing systems, and the installation of improvements to the lobbies, hallways and elevator carts. Tenant agrees that Landlord may conduct such improvements and to allow Landlord and Landlord's agents, employees and contractors to have access to the Premises in conjunction therewith and for the purposes thereof, Landlord agrees to conduct such improvements and alterations in a reasonable manner, given their nature, and to take reasonable efforts not to cause unnecessary inconvenience to or interruption of Tenant's occupancy of the Premises.

ARTICLE IX – FIRE OR OTHER CASUALTY: CASUALTY INSURANCE

9.01 – Damages from Certain Causes.

A. Landlord shall not be liable or responsible to Tenant for (a) any loss or damage to any property or person occasioned by theft, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or (b) for any damage or inconvenience which may arise through repair or alteration of any part of the Building, or failure to make any repairs or alterations to the Building unless (i) Tenant has specifically notified Landlord in writing of the need for such repairs, (ii) Landlord is responsible for the making of such repairs under the provisions of this lease, and (iii) Landlord thereafter negligently makes or fails to make such repairs.

B. If the Premises shall be partially damaged by fire or other cause without the fault of Tenant, its employees, visitors or patrons, the damages will be repaired by and at the expense of Landlord within sixty (60) days, to the extent feasible and the rent until such repairs shall be made, will be apportioned according to the part of the Premises which is usable by Tenant. If, however, such partial damage is due to the fault of Tenant, its employees, visitors or patrons, and if the abatement of rent which would otherwise occur under the provisions of the first sentence of this subparagraph B is not reimbursed or reimbursable to Landlord under the provisions of Landlord's insurance policies, then without prejudice to any rights of Landlord and without prejudice to the rights of subrogation of Landlord's insurer, the damage shall be repaired by Landlord, and there will be a reasonable abatement of rent during the period of the repairs, along with a relocation credit when appropriate.

C. If the Premises are rendered wholly untenable by fire or other cause, Landlord may, within sixty (60) days after such fire or other cause, give Tenant notice of termination of this Lease in writing of such decision and thereupon the term of this Lease will terminate on the third day after such notice is given to Tenant. If Tenant shall not at that time be in default hereunder then, upon such termination Tenant's liability for rent shall cease as of the day following the fire or other cause.

9.02 – Casualty Insurance. Landlord shall at all times during the term of this Lease carry, at its own expense, a policy of insurance which insures the Building, including the Premises, against loss or damage by fire or other casualty (namely, the perils against which insurance is afforded by the standard all risk insurance policy); provided, however, that Landlord shall not be responsible for, and shall not be obligated to insure against, any loss of or damage to any of Tenant's property, tenant finish improvements or any additional improvements which Tenant or Landlord may constructed on the Premises as provided in Article V. If the tenant finish improvements installed by Tenant or Landlord pursuant to Section 5.01 or any alternations or improvements made by Tenant result in an increase in the premiums charged during the term of this Lease on the casualty insurance carried by Landlord on the Building, then the cost of such increase in insurance premiums shall be borne by Tenant, who shall be separately billed therefor, and shall reimburse Landlord for the same as additional rent.

9.03 – Waiver of Subrogation. Each party hereby releases each other and the other's employees, agents, customers and invitees from any and all liability for any loss of or damage or injury to person or property occurring in, on or about the Building by reason of fire or other casualty which could be insured against under a standard fire and extended coverage insurance policy, regardless of cause, including the negligence of other party and its employees, agents, customers and invitees. To the extent possible without additional cost, each party further agrees that such insurance carried by either of them shall contain a clause whereby the insurance company waives its right of subrogation against the other party. Because the provisions of this Section 9.03 are intended to preclude the assignment of any claim mentioned herein by way of subrogation or otherwise to an insurance company or any other person, each party to this Lease shall give to each

insurance company which has issued to it one or more policies of fire and extended coverage insurance notice of the terms of the mutual releases contained in this Section 9.03 and have such insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance by reason of the provisions of this Section 9.03.

9.04 – Personal Property, Trade Fixtures and Additional Improvements. Notwithstanding Landlord's obligations as provided in Sections 9.02 and 10.03 or elsewhere in this Lease, Tenant shall bear the sole risk of any loss of or damage to (i) any of its property in the Building including, but not limited to, any furniture, machinery, equipment, goods, supplies or other personal property owned or leased by Tenant or any trade fixtures owned or leased by Tenant, or (ii) any tenant finish improvements or additional improvements which Tenant may construct on the Premises unless same are insured under Landlord's insurance policy; and Landlord shall not be liable for any such loss or damage, regardless or cause, including, but not limited to, the negligence of Landlord, and its employees, agents, customers and invitees (but the foregoing shall not be deemed to negate or diminish the effect of the provisions of Section 9.03 of the Lease, which shall control in the event of any conflict between the foregoing provisions and Section 9.03).

ARTICLE X – GENERAL PUBLIC LIABILITY, INDEMNIFICATION AND INSURANCE

10.01 – Tenant's Insurance. Tenant, in order to enable it to meet its obligation to insure against the liabilities specified in this Lease, shall at all times during the terms of this Lease carry, at its own expense, for the protection of Tenant and Landlord, as their interests may appear, one or more policies of general public liability and property damage insurance, issued by one or more insurance companies acceptable to Landlord, with the following minimum coverages:

- | | |
|--|--|
| A. Workers' Compensation | -Minimum statutory amount |
| B. Comprehensive General | -Not less than \$1,000,000 |
| Liability Insurance,
including Personal
Injury and
Contractual Liability | Single Limit for both
bodily injury, personal
injury and property
damage. |
| Broad Form Property
Damage, Personal Injury, | |
| Completed Operations, | |
| Products Liability, | |
| Fire Damage | |
| C. All risk insurance, for the full cost of replacement of Tenant's property and, at Tenant's option, leasehold improvements to the extent they exceed Building standard finish. | |

Such insurance policy(ies) shall name Landlord as an additional insured and shall provide that it may not be cancelled on less than thirty (30) days prior written notice to landlord. Tenant shall furnish Landlord with Certificates of Insurance evidencing such coverages within ten (10) days of the Commencement Date of this Lease and within ten (10) days of any request made by Landlord. Should Tenant fail to carry such insurance and furnish Landlord with such Certificates of

Insurance after a request to do so, Landlord shall have the right to obtain such insurance and collect the cost thereof from Tenant as additional rent.

10.02 – Landlord's Responsibility. Landlord shall assume the risk of, be responsible for, have the obligation to insure against and indemnify Tenant and hold it harmless from, any and all liability for any loss, damage or injury to person (including death resulting therefrom) or property occurring in, on or about the Common Areas, Services Area, and General Common Areas, regardless of cause, except for that caused by the sole negligence of Tenant and its employees, agents, customers and invitees (but the foregoing exception for Tenant's negligence shall not be deemed to negate or diminish the effect of the provisions of Section 9.03 of this Lease related to a waiver of subrogation, which shall control in the event of any conflict between the provisions of the foregoing exception and Section 9.03); and Landlord hereby releases Tenant from any and all liability for the same. Landlord's obligation to indemnify Tenant hereunder shall include the duty to defend against any claims asserted by reason of such loss, damage or injury and to pay any judgments, settlements, cost, fees and expenses, including attorney's fees, incurred in connection herewith.

ARTICLE XI – EMINENT DOMAIN

If the whole or any part of the Premises shall be taken for public or quasi-public use by a governmental or other authority having the power of eminent domain or shall be conveyed to such authority in lieu of such taking, and if such taking of conveyance shall cause the remaining part of the Premises to be untenable and inadequate for use by Tenant for the purpose for which they were leases, then Tenant may, at its option, terminate this Lease as of the date Tenant surrenders possession; Landlord shall make such repairs, alterations, and improvements as may be necessary to render the part not taken or conveyed untenable; and the rent shall be reduced in proportion to the part of the Premises so taken or conveyed. All compensation awarded for such taking or conveyance shall be the property of Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all of its right, title and interest in and to any such award. (However, Tenant shall have the right to recover from such authority, but not from Landlord, (a) such compensation as may be awarded to Tenant on account of moving and relocation expenses, and (b) such other compensation to which Tenant may be entitled under law provided that any such compensation awarded to Tenant does not and shall not reduce any compensation or award to Landlord).

ARTICLE XII – LIENS

12.01 – Mechanic's or Other Liens. If, because of any act or omission of Tenant or anyone claiming by, through, or under Tenant, any mechanic's lien or other lien shall be filed against the Premises or the Building or against other property of Landlord (whether or not such lien is valid or enforceable as such), Tenant shall, at its own expense, cause the same to be discharged of record within thirty (30) days after the date of filing thereof, and shall also indemnify Landlord and hold it harmless from any and all claims, losses, damages, judgments, settlements, costs and expenses, including attorney's fees, resulting therefrom or by reason thereof. Landlord may, but shall not be obligated to, pay the claim upon which such lien is based so as to have such lien released of record; and, if Landlord does so, the Tenant shall pay to Landlord as additional rent, upon demand, the amount of such claim, plus all other costs and expenses incurred in connection therewith, plus interest thereon at a rate equal to the lessor of two (2%) percent per annum greater than the prime rate of The Suntrust Bank or the highest rate permissible by law until paid by Tenant.

ARTICLE XIII – ASSIGNMENT AND SUBLETTING

Tenant shall not assign or sublet this Lease unless Tenant obtains the written consent of Landlord, which consent shall not be unreasonably withheld.

ARTICLE XIV – TRANSFERS BY LANDLORD

14.01 – Sale and Conveyance of the Building. Landlord shall have the right to sell and convey its interest in the Building at any time during the term of this Lease, subject only to the rights of Tenant hereunder, and such sale and conveyance shall operate to release Landlord from liability hereunder after the date of such conveyance as provided in Section 16.04. In the event Landlord sells and conveys its interest in the Building, the terms and conditions of this Lease shall survive such sale and conveyance.

14.02 – Subordination. Tenant agrees that this Lease is subject and subordinate to any mortgages, deeds of trust and leases which may now or hereafter affect the real property of which the Premises are a part and to all renewals, replacements and extensions thereof, provided that the mortgagee or trustee named in said mortgages or trust deed or the lessors under such leases, or their respective assignments shall agree to recognize the lease of tenant in the event of foreclosure or termination provided that Tenant is not then in default and agrees to attorn to the mortgagee, trustee or lessor or assignee as successor landlord hereunder. Any such mortgage may elect to give the rights and interests of Tenant under this Lease priority over the lien of its mortgage. In the event of such election, and upon notification by such mortgagee to Tenant to that effect, the rights and interests of Tenant under this Lease shall be deemed to be superior to, or to have priority over, as the case may be, the lien of such mortgage, whether this Lease is dated prior to or subsequent to the date of such mortgage. This clause shall be self-operative and no further instrument of subordination need be required by any mortgagee, lessor or assignee. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Tenant hereby constitutes and appoints Landlord the Tenant's attorney in fact to execute any such certificates for and on behalf of Tenant.

ARTICLE XV – DEFAULTS AND REMEDIES

15.01 – Defaults by Tenant. The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant:

A. Tenant shall fail to pay any monthly installment of Base Rent or the Annual Rental Adjustment within ten (10) days after the same shall be due and payable, or any other additional rent or amount owing to Landlord under this Lease within thirty (30) days after the same shall be due and payable.

B. Tenant shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after notice thereof from Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Tenant is of such nature that the same cannot reasonably be performed within such thirty (30) day period, such matter shall not constitute a default so long a Tenant commences to cure such default within said thirty (30) day period and thereafter diligently and continuously undertakes to complete the same and the condition is cured within ninety (90) days from the original occurrence thereof.

C. Tenant shall vacate or abandon the Premises at any time, or fail to occupy the Premises for a period of thirty (30) days following the Commencement Date.

D. A trustee or receiver shall be appointed to take possession of substantially all of Tenant's assets in, on or about the Premises or of Tenant's interest in this Lease (and Tenant does not regain possession within sixty (60) days after such appointment); Tenant makes an assignment for the benefit of creditors; or substantially all of Tenant's assets in, on or about the Premises or Tenant's interest in this Lease are attached or levied upon under execution (and Tenant does not discharge the same within sixty (60) days thereafter).

E. A petition in bankruptcy, insolvency, or for reorganization or arrangements is filed by or against Tenant pursuant to any federal or state statute (and, with respect to any such petition filed against it, Tenant fails to secure a stay of discharge thereof within sixty (60) days after the filing of the same).

15.02 – Remedies of Landlord. Upon the occurrence of any event of default set forth in Section 15.01, Landlord shall have the following rights and remedies, in addition to and not by way of limitation of those allowed by law, any one or more of which may be exercised by Landlord, in its absolute discretion, without further notice to or demand upon Tenant:

A. Landlord may apply the security deposit or may reenter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any costs and expenses which Landlord may incur to cure such default and Landlord may apply the security deposit to reimburse such expenses to the extent thereof; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action regardless of whether caused by Landlord's negligence or otherwise.

B. (1) Landlord may terminate this Lease as of the date of such default, in which event: (i) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises, and Tenant shall immediately thereafter surrender the Premises to Landlord; (ii) Landlord may reenter the Premises by any means permitted by law, and may remove the property, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; and (iii) notwithstanding the termination of this Lease, Landlord may declare all of the rent which would have been due under this Lease for the balance of the term to be immediately due and payable, whereupon Tenant shall be obligated to pay the same to Landlord, together with all loss or damage which Landlord may sustain by reason of such termination, it being expressly understood and agreed that the liabilities and remedies specified in this subsection (B)(1) of Section 15.02 shall survive the termination of this Lease; or

(2) Landlord may, without terminating this Lease, reenter the Premises and re-let all or any part of the Premises for a term different from that which would otherwise have constituted the balance of the term of this Lease and for rent and on terms and conditions different from those contained herein, and Tenant shall be obligated to pay to Landlord the difference between the rent provided for herein and that provided for in any lease covering the subsequent re-letting of the Premises, for the period which would otherwise have constituted the balance of the term of this Lease, together with all of Landlord's costs and expenses for preparing the Premises for repairs, tenant finish improvements, broker's attorney's fees, and for all loss or damage which Landlord may sustain by reasons of such reentry or re-letting.

C. Landlord may sue for injunctive relief or to recover damages for any loss resulting from the breach.

The references to "Landlord" in this Lease (except as used in Section 14.01) shall mean and include the Landlord, its successors and assigns, as lessee under the Prime Lease, including Landlord's interest in this Lease and the owner or owners, at the time, of the fee simple interest in the Building and/or the land on which the Building is located. In the event of a sale or transfer of any of such interests (except a mortgage or other transfer as security for a debt), the "Landlord" named herein, or, in the case of a successor landlord, such successor landlord shall be automatically released from all personal liability for the performance or observance of any term, condition, covenant or obligation required to be performed or observed by Landlord hereunder; and the transferee shall be deemed to have assumed all of such terms, conditions, covenants and obligations, it being intended hereby that such terms, conditions, covenants and obligations shall be binding upon Landlord, its successors and assigns, only during and in respect of their successive periods of ownership during the term of this Lease.

ARTICLE XVI – MISCELLANEOUS GENERAL PROVISION

16.01 – Payment and Indemnification for Leasing Commissions. N/A

16.02 – Governing Law. This Lease is being executed and delivered by Landlord in the State of Florida and shall be governed, construed and enforced in accordance with the law of that state.

16.03 – Successors and Assigns and Survival of Obligations. This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; except as otherwise provided in Section 15.04 and elsewhere in this Lease. Any obligations of Tenant hereunder which have not been satisfied or fully performed upon the expiration or termination of this Lease shall survive such expiration or termination.

[Remainder of page intentionally left blank; signatures follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:
R.L.R. INVESTMENTS, L.L.C.

By: _____

Printed Name: Donald R. DeLuca

Title: Vice President & General Counsel

TENANT:
SANIBEL FIRE & RESCUE DISTRICT

By: _____

Printed Name: _____

Title: _____

TENANT:

By: _____

Printed Name: _____

Title: _____