

BERMUDA ISLES & CAYS SWIM & RACQUET CLUB, INC.
A Corporation Not-for-Profit

January 6, 2003

TO WHOM IT MAY CONCERN:

This is to conform that the attached Lease, between Vanderbilt Community Services Association, Inc. (Lessor) and Bermuda Isles & Cays Swim & Racquet Club, Inc. (Lessee) has been prepared by:

David E. Leigh, Attorney at Law
5150 Tamiami Trail North, Suite 501
Naples, FL 34103

Betty Lou Myers
Betty Lou Myers, President
Bermuda Isles & Cays Swim & Racquet Club, Inc.

INSTR # 5674134
DR BK 03816 PG 2029
RECORDED 01/07/2003 11:43:40 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 24.00
DEPUTY CLERK C Keller



LEASE AGREEMENT

Agreement made this 2 day of December 1999, 2002 by and between Vanderbilt Community Services Association, Inc., ("Lessor") and Bermuda Isles & Cays Swim & Racquet Club, Inc. ("Lessee"), with reference to the following facts:

A. Lessor is a non-profit Florida corporation which acts as the master association for Vanderbilt Lakes, a planned unit development in Lee County, Florida, pursuant to a declaration of covenants recorded at OR, book 1797, Page 725, Public Records of Lee County, Florida.

B. Lessor owns/controls certain right-of-way which is located on Essex Place adjacent to the North Pool, which is owned by the Bermuda Isles & Cays Swim & Racquet Club, Inc., on which is located a structure which houses the Lessee's mail boxes, and which is more particularly described in Exhibit A, attached hereto.

C. Lessee is a non-profit Florida corporation which, pursuant to a Membership Agreement recorded at OR. Book 2075, Page 2273, Public Records of Lee County, Florida, administers certain recreational facilities for Bermuda Cays, Bermuda Isles I, and Bermuda Isles II, all condominiums at Vanderbilt Lakes (the "Condominiums") and which also administers for the benefit of the unit owners at the Condominiums the mail box facility located on the Property.

D. The Lessor is willing to lease this property to Lessee for Lessee's continued use as a mail box area, upon the terms and conditions stated below.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Lease. The Lessor hereby leases part of the right-of-way, as described in paragraph B, to the Lessee, and Lessee agrees to lease said portion of right-of-way from Lessor, on the terms stated below.

2. Term. The term of this Lease shall be for 99 years, commencing on the date of this Lease, and ending 99 years thereafter.

3. Rent. As rent for the Property for the entire lease term, the Lessee agrees to pay the Lessor \$1.00, receipt of which is acknowledged by the Lessor.

4. Responsibilities.

(a) The Lessor shall have no responsibilities whatsoever with respect to the Property during the entire lease term.

(b) The Lessee shall have full responsibility for the Property and agrees to accept and perform every obligation of any nature whatsoever with respect to the operation and the use of the Property, including the right to raze, reconstruct or improve what is on said Property. The Lessee will properly maintain and insure all improvements on the Property.

(c) The Lessee shall keep all structures and equipment located on leased Property in attractive condition commensurate with the standards of the community.

5. Indemnification: The Lessee agrees to fully indemnify the Lessor and hold the Lessor harmless from any liabilities of any nature whatsoever with regard to the Property, and this indemnification will include all attorney fees and costs for the Lessor to defend any legal action brought against it in conjunction with the Property.

6. Insurance. The Lessee will procure and pay for liability and casualty insurance on the Property.

7. Quiet Enjoyment. If the Lessee complies with its requirements under this Lease, the Lessee shall have the right to use the Property free of any interference by the Lessor.

8. Access. The Lessee shall be entitled to have access to the Property over the Essex Place right-of-way.

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

WITNESSES:

Sign: [Signature]
Print: LINDA ETMS

Sign: [Signature]
Print: Shirley D. Fargnoli

VANDERBILT LAKES COMMUNITY SERVICES ASSOCIATION, INC.

By: [Signature]
Its: President



Rebecca Kemp
MY COMMISSION # CC893468 EXPIRES
December 7, 2003
BONDED THRU TROY FAIN INSURANCE, INC

WITNESSES:

BERMUDA ISLES & CAYS SWIM & RACQUET CLUB, INC.

Sign: Raygitta Vargunten
Print: RAYGITTE VARGUNTEN

By: Stephen L. Dwyer
Its: President

Sign: Barbara Murphy
Print: BARBARA MURPHY

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared John Stabenau as President of Vanderbilt Lakes Community Services Association, Inc., who is personally known to me or has produced drivers license as identification, and who executed the forgoing instrument.

2nd WITNESS my hand and official seal in the County and State last aforesaid this day of Dec., 2002.

NOTARY PUBLIC:



Rebecca Kemp
MY COMMISSION # CC895468 EXPIRES
December 7, 2003
BONDED THRU TROY FAIR INSURANCE, INC

Sign: Rebecca Kemp

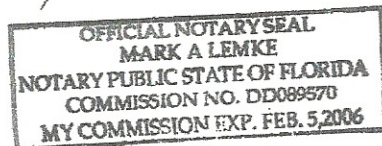
STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared BETTYLOW MYER as PRESIDENT of Bermuda Isles & Cays Swim & Racquet Club, Inc. who is personally known to me or has produced FLORIDA DRIVERS LICENSE as identification, and who executed the forgoing instrument.

12 WITNESS my hand and official seal in the County and State last aforesaid this day of DECEMBER, 2002.

NOTARY PUBLIC:

Sign: Mark A. Lemke



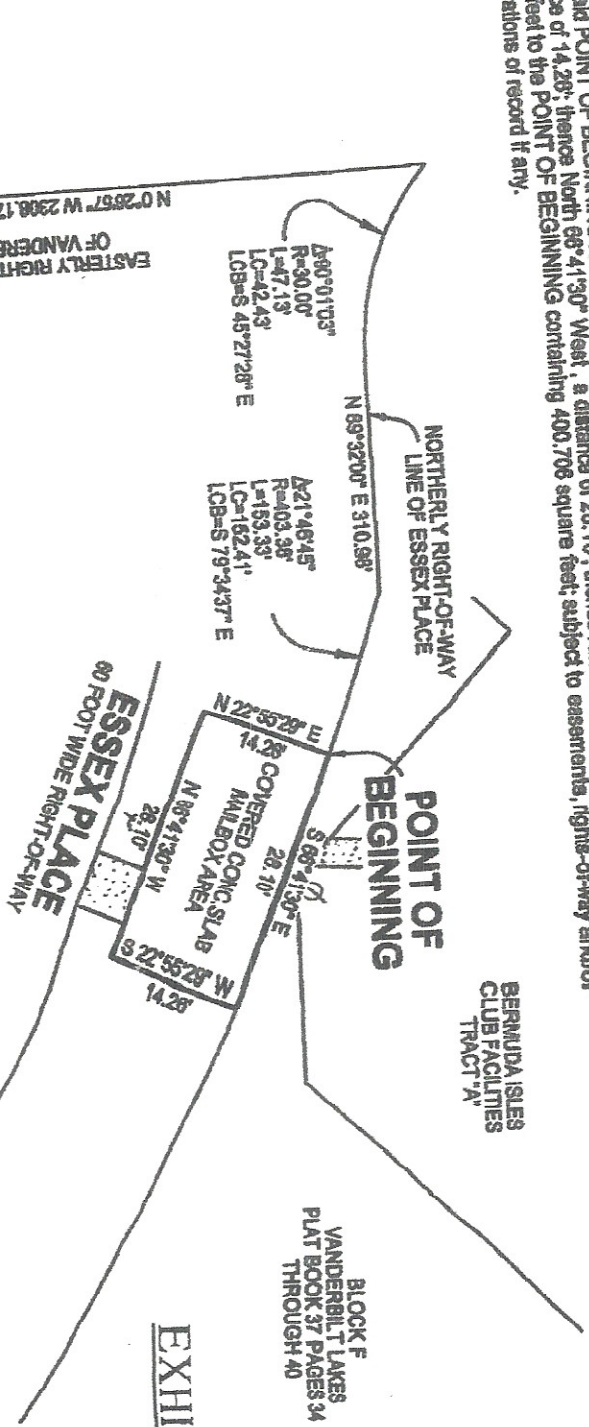
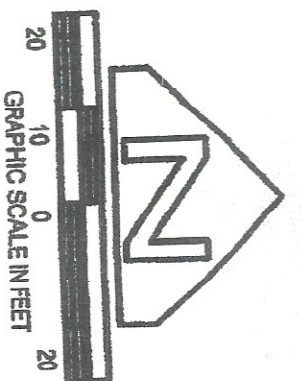
APPROVED: S.SANDY
 DRAWN: S. SANDY
 FIELD: K.SANDY
 REVISED: N/A

SANDY LAND SURVEYING AND MAPPING, INC.
 8331 TAMMAMI TRAIL NORTH SUITE NO. 24
 NAPLES FLORIDA, 34108
 TEL (239) 597-1022 FAX (239) 597-1035

DATE: 11-28-02
 SCALE 1" = 20'
 SHEET 1 OF 2
 DR.NO. 02-246

LEGAL DESCRIPTION

A parcel of land lying in the Southwest Quarter of Section 4 Township 48 South Range 25 East, Lee County, Florida, and lying in the 60 foot wide right-of-way of ESSEX PLACE, of the Replat of Vanderbilt Lakes, as recorded in Plat Book 37 at pages 34 through 40, in the Public Records of Lee County, Florida, being more particularly described as follows:
 Commencing at the Southwest corner of said Section 4, Township 48 South, Range 25 East, and being a point on the centerline of VANDERBILT DRIVE, thence run North 88°40'04" East, along the South line of said Section 4, a distance of 50.00' to a point on the easterly right-of-way line of VANDERBILT DRIVE; thence run North 0°28'57" West, along said easterly right-of-way line, a distance of 2308.17' to the point of curvature of a non-tangent curve, concave to the northeast, having a radius of 30.00' a central angle of 80°01'03", and bearing South 45°27'28" East for 42.43 feet; thence run southeasterly along the arc of said curve, a distance of 47.13' to a point of tangency and a point on the northern right-of-way line of said ESSEX PLACE; thence run along said right-of-way line North 69°32'00" East, a distance of 310.96' to the point of curvature of a curve, concave to the southwest, having a radius of 403.36' and a central angle of 21°46'45" and being subtended by a chord which bears South 79°34'37" East, a distance of 152.41 feet; thence easterly along said curve, a distance of 153.33', more or less to the POINT OF BEGINNING of the lands herein described; and from said POINT OF BEGINNING, run South 68°41'30" East, a distance of 28.10'; thence run South 22°55'29" West, a distance of 14.28'; thence North 68°41'30" West, a distance of 28.10'; thence run North 22°55'29" East, a distance of 14.28 feet to the POINT OF BEGINNING containing 400,706 square feet; subject to easements, rights-of-way and/or reservations of record if any.



SURVEYORS CERTIFICATIONS

I HEREBY CERTIFY to BERNUDA ISLES AND CAYS SWIM AND RAQUETT CLUB, that the LEGAL DESCRIPTION AND SKETCH shown herein is based on a BOUNDARY SURVEY conducted under my direct supervision on November 21, 2002, that there are no encroachments unless otherwise shown, and that this survey certification is valid only for the parcels listed hereon and subject to all notes, notations and delineations hereon.

Date of Signature: 11-27-02
 This certification is not valid unless sealed with the embossed seal and signed with the original surveyors signature.

By: *[Signature]*
 Steven K. Sandy PLS
 Professional Land Surveyor No. 5222
 Licensed Business No. 8748

© copyright by Sandy Land Surveying and Mapping Inc. 2002

EXHIBIT A

DR BOOK 03816

Subj: **Re: Swim & Racquet Club**
Date: 3/24/2014 1:44:43 P.M. Eastern Daylight Time
From: Trustee22@aol.com
To: stephanie.kalpin@americas.com

Stephanie,
I believe the strap # is 04-48-25-B4-01300.000A
Brigitte

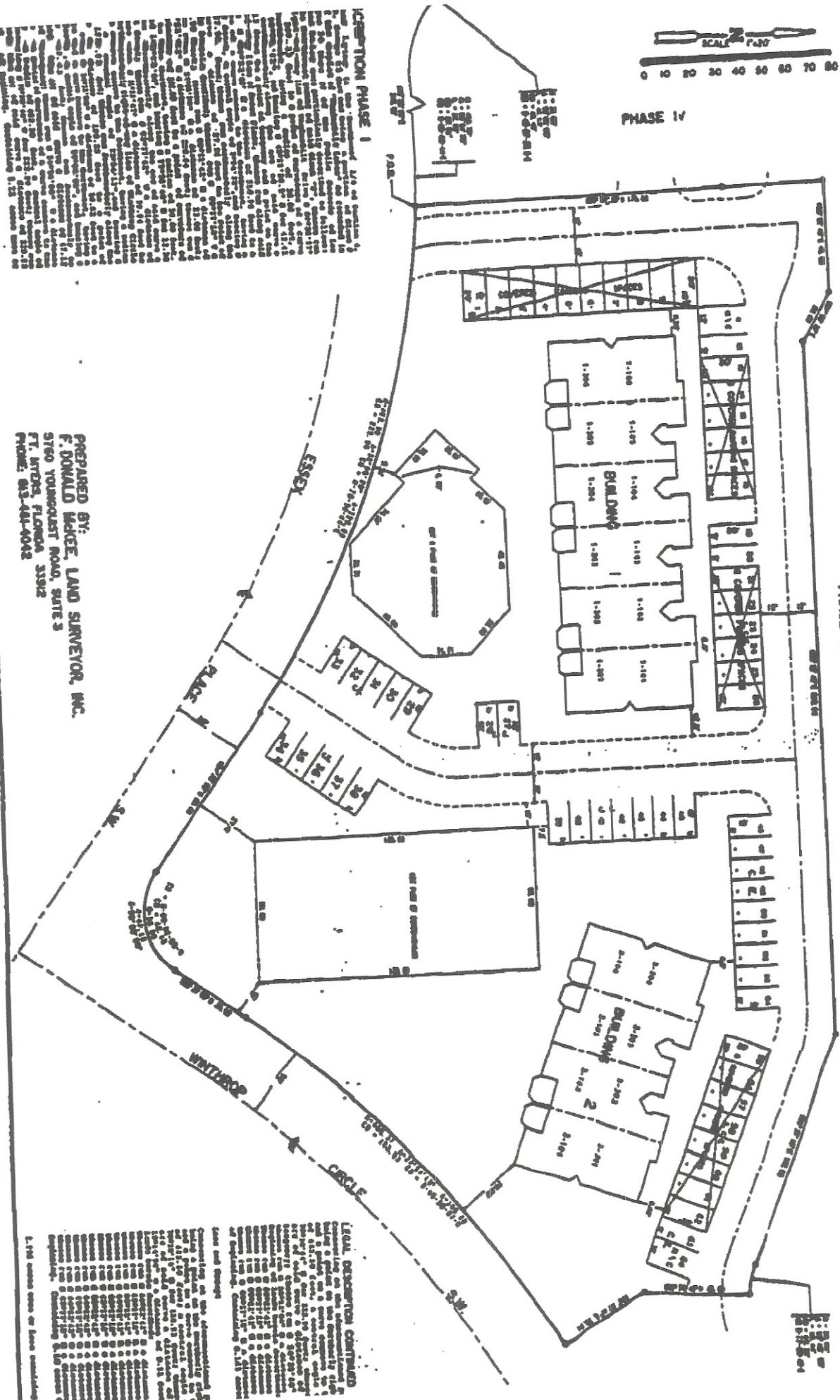
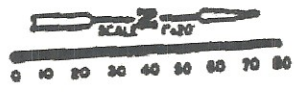
Monday, March 24, 2014 AOL: Trustee22

BERMUDA ISLES

CONDOMINIUM DECLARATION OF
SURVEYOR'S PLAT, DRAWN TO CONDOMINIUM DECLARATION OF
A CONDOMINIUM
OF VANDERBILT LAKES - BLOCK "F"
PLAT BOOK 37, PAGES 34-40, LEE COUNTY RECORDS
LYING IN SECTION 4, TOWNSHIP 48 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

PHASE II

PHASE I



DESCRIPTION PHASE I
The first phase of the development consists of the first building, Building 1, and the first 15 parking spaces. The first building is a two-story structure with a total area of 11,111 square feet. The first 15 parking spaces are located in the parking area adjacent to Building 1. The first phase of the development is shown in solid lines on the plan.

PREPARED BY:
F. DONALD WADDEE, LAND SURVEYOR, INC.
3760 YOUNGSTOWN ROAD, SUITE 3
FT. WORTH, FLORIDA 3392
PHONE: 813-481-4042

LEGAL DESCRIPTION CONTINUED
The second phase of the development consists of the second building, Building 2, and the next 15 parking spaces. The second building is a two-story structure with a total area of 11,111 square feet. The next 15 parking spaces are located in the parking area adjacent to Building 2. The second phase of the development is shown in dashed lines on the plan.

Subj: **Re: Swim & Racquet Club**
Date: 3/24/2014 1:44:43 P.M. Eastern Daylight Time
From: Trustee22@aol.com
To: stephanie.kalpin@americas.com

Stephanie,
I believe the strap # is 04-48-25-B4-01300.000A
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