

FOURTH AMENDMENT TO COMMERCIAL LEASE

THIS AMENDMENT TO COMMERCIAL LEASE (the "Fourth Amendment") is made and entered into this 25 day of February, 2021, by and between **Heritage Harbor Golf & Country Club Community Association, Inc.**, a Florida not-for-profit corporation ("Lessor"), whose address is c/o Greenacre Properties, Inc., 4131 Gunn Highway, Tampa, Florida 33618, and **Heritage Harbor Community Development District** ("Lessee"), a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes, whose address is c/o DPGF Management & Consulting, LLC, 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

RECITALS

A. Lessor and Lessee entered into that certain Commercial Lease (the "Commercial Lease"), dated June 26, 2003, recorded in Official Record Book 12817, on page 1828; as amended by the First Amendment to Commercial Lease (the "First Amendment"), dated July 17, 2003, recorded in Official Record Book 12868, on page 1418; as amended by the Second Amendment to Commercial Lease (the "Second Amendment"), dated December 18, 2007 (unrecorded); and further amended by the Third Amendment to Commercial Lease (the "Third Amendment"), dated August 5, 2009, recorded in Official Record Book 19496, on page 699, all as recorded in the public records of Hillsborough County, Florida, with respect to certain premises located at 19502 Heritage Harbor Parkway, Lutz, Florida. The Commercial Lease, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment are hereinafter, collectively, referred to as the "Lease."

B. Section 2 of the Commercial Lease, as amended, provides that the Termination Date for the Term thereof shall be the date upon which Lessee's Recreational Revenue Bond Series 1997, or any refinancing thereof has been paid, in full, unless the Commercial Lease is sooner terminated or extended pursuant to its terms.

C. The indebtedness evidenced by the District's Recreational Revenue Bonds Series 1997, was refunded on July 25, 2018, and matures on May 1, 2023, which is the current Termination Date of the Commercial Lease, as amended.

D. The Lessee has requested an extension of the Term of the Commercial Lease, and Lessor has agreed to extend the Term as provided in this Fourth Amendment.

E. Lessor and Lessee have agreed it is in their mutual best interests to extend the Term of the Commercial Lease.

TERMS

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct, and are incorporated into this Fourth Amendment by reference.

2. Term. The Termination Date set forth in Section 2 of the Commercial Lease is hereby modified and amended to extend the Term and the Termination Date thereof to December 31, 2049.

3. Conflicts. In the event of a conflict between this Fourth Amendment and the Commercial Lease, First Amendment, Second Amendment or Third Amendment, the terms of the Fourth Amendment shall be controlling. Whenever possible, the Commercial Lease, as amended, shall be construed as a single document, and except as hereby modified, shall remain in full force and effect.

4. Capitalized Terms. Capitalized Terms shall have the meaning defined in the Commercial Lease, as amended.

5. Governing Law. The Lease shall be governed and construed in accordance with the laws of the State of Florida.

6. Entire Agreement. The terms and conditions of the Lease are hereby ratified and confirmed by Lessor and Lessee. The Lease contains the entire agreement between the parties thereto, and may not be modified or changed except in writing signed by both parties.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment to be executed as required by law on this, the day and year first above written.

WITNESSES:

Patricia G. Thibault

Print Name: Patricia G. Thibault

Tracy Robin

Print Name: Tracy Robin

LESSOR:

HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation

By: [Signature]

Name: Ross Rossi

Print or type name here

Title: ~~COO Vice Chairman~~ President

LESSEE:

HERITAGE HARBOR COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes

By: [Signature]

Name: DAVID PENZER

Print or type name here

Title: CHAIR

Title

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this February 25, 2021, by Russ Rossi, as President of Heritage Harbor Golf & Country Club Community Association, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (as identification).

[Notary Seal]



Notary Public

Name typed, printed or stamped
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this February 25, 2021, by David Penzer, as Chair of the Board of Supervisors of the Heritage Harbor Community Development District a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes, for and on behalf of the District. He is personally known to me or has produced _____ (as identification).

[Notary Seal]



Notary Public

Name typed, printed or stamped
My Commission Expires: _____