

**CONTROLLED ACCESS GATE MAINTENANCE CONTRACT
EASTLAKE WOODLANDS SHOPPING PLAZA**

This Controlled Access Gate Maintenance Contract (this "Contract"), signed on the dates set forth below, is entered into by and between East Lake Woodlands Community Association, Inc., a not-for-profit corporation (hereinafter referred to as the "Community Association"), and East Lake R2G Owner LLC, a Delaware limited liability company (hereinafter referred to as the "Owner").

WHEREAS, the Owner and the Community Association have agreed to continue the agreements that have been in place with the prior owners of the East Lake Woodlands Shopping Center relating to the two (2) sets of electronically-operated controlled access gates along the easterly portion of the Shopping Center (Collectively, the "Access Gates"); and

WHEREAS, the Owner was assigned the rights under the existing Agreement which expires on December 31, 2021, and the parties have agreed to enter a new Agreement to set forth the terms and conditions under which the Access Gates will be operated and maintained beginning January 1, 2022.

NOW THEREFORE, it is mutually agreed as follows:

1. Commencing January 1, 2022, the Community Association will operate, repair, replace (if necessary) and maintain the Access Gates (collectively, "Gate Services") that serve the Shopping Center under the terms and conditions of this Agreement, which replaces any prior agreements.

2. The Community Association, at its sole cost, will furnish all labor, materials, tools and equipment necessary to perform such Gate Services during the term of this Agreement, which will take effect upon execution of the Agreement by both parties, and will expire on December 31, 2025.

3. In the event Owner becomes aware of a need for Gate Services, Owner shall notify the Community Association. The Community Association will also periodically inspect the Access Gates to determine if Gate Services are needed.

4. In the event an Access Gate(s) is in need of repair (including replacements if necessary) and/or maintenance, and the Community Association fails to perform the same within a reasonable period of time after being notified by the Owner, or otherwise being aware of the need for such work to be performed, the Owner may give formal notice to the Community Association of such failure. Such notice may be provided (a) by both telephone and electronic mail, and/or (b) by other formal notice, as provided for below. Following the receipt of such notice, the Community Association shall have twenty-four (24) hours to cure the same; provided, however, if such repairs, replacement and/or maintenance reasonably requires more than twenty-four (24) hours for the curing thereof, such failure shall not be deemed a default if the Community Association shall have commenced the curing such failure within such twenty-four (24) hour period, and having commenced such curing, diligently prosecutes the completion of the repair. If the Community Association fails to perform such repair, replacement (if necessary) and/or maintenance within such twenty-four (24) hour period (or within such extended period, as provided in the immediately preceding sentence, if applicable), then the Owner may, but shall be under no obligation, to take steps to cure such failure, and the Community Association shall pay the Plaza all reasonable costs and expenses incurred by the Plaza for remedying the same within ten (10) days after receiving an invoice from the Owner for such costs and expenses. Notwithstanding anything to the contrary contained herein, if the Community Association fails to timely reimburse the Owner, as provided in the immediately

preceding sentence of this Section 3, relating to costs incurred by the Owner, the Owner may offset the costs and expenses incurred against the "Service Fee" (as defined below) until such costs and expenses are recouped by the Owner. The Community Association will only be responsible for the actual reasonable out-of-pocket costs and expenses incurred by the Owner to cure any default in maintaining or repairing or replacing the Access Gates, and not for any other incidental fees or damages. Additionally, if the Owner causes any damage, or the need for further repairs or maintenance, due to its actions in undertaking attempted maintenance or repairs of the Access Gates, the Owner will be responsible for the additional actual reasonable out-of-pocket costs incurred by the Community Association to perform this work.

5. Notwithstanding anything to the contrary contained herein, in the event the Community Association fails to timely perform such repair, replacement (if necessary) and/or maintenance after notice from the Owner, as provided for above in paragraph 4, more than three (3) times in any consecutive twelve-month period during the term of this Agreement, then the Owner shall have the right to terminate this Contract at any time thereafter by sending notice of the same to the Community Association of the termination of this Agreement at the end of a stated monthly period, and as of the effective date of termination, the parties shall be released from any and all further obligations hereunder, except those that accrued prior to the effective date of such termination.

6. The Owner shall pay to the Community Association, as compensation for performance of the Gate Services, the sum of Two Thousand One Hundred Fifty-Three Dollars and Eight Cents (\$2,153.08) per month for the year beginning January 1, 2022, adjusted annually as set forth below, during the Gate Service Term ("Service Term"). All such Service Fee payments shall be made to the "Notice Address" (as provided below) for the Community Association on the first day of each calendar month, monthly in advance, for every month during the Gate Service Term. Any payment not received within fifteen (15) days from the due date will be subject to a late fee of 10% of the amount of the payment; provided such late fee shall be waived for the first such late payment in any twelve (12) month period.

7. The Service Fee will be adjusted annually based upon the annual change in the Consumer Price Index for All Urban Consumers (CPI-U), determined as of the end of August each year, not to exceed 5%, with the change to be effective on January 1 of the following year. The Community Association will notify the Owner of the new service fee amount by November of each year.

8. In addition to its other remedies for non-payment, the Community Association shall have the right to close and lock the Access Gates for non-payment of the Service Fee if the Owner fails to timely pay any delinquent installment within ten (10) days after receipt of written notice from the Community Association. Notwithstanding the foregoing, the Community Association shall reopen and unlock such Access Gate promptly after receipt of such delinquent Service Fee payment and any late fees and other charges provided for herein.

9. The Community Association shall have the right to temporarily close and lock one or both of the Access Gates if the Community Association determines, using its good faith judgment, that it is necessary to close and lock such Access Gate for reasons of traffic control or safety.

10. The Community Association shall have the right to close and lock the Access Gates from 12:00 a.m. to 6:00 a.m. daily.

11. The Owner will allow the Community Association to establish rules and regulations pertaining to the usage of the Access Gates that are in the best interests of the East Lake Woodlands

Community. Copies of any proposed changes in the rules will be provided to Owner for review and comment prior to such rules being finalized.

12. Any notice which may or shall be given under the terms of this contract shall be in writing and shall be sent by nationally recognized overnight delivery service (including, without limitation, Federal Express and United Postal Service) or sent by United States Registered or Certified Mail, adequate postage prepaid. Either party's address may be changed from time to time by such party by giving notice as provided above. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided. A post office receipt for registration of such notice or signed return receipt shall be conclusive that such notice was delivered in due course of mail is mailed as provided above. For purposes of the calculation of various time periods referred to herein notice mailed in the manner provided above shall be deemed completed upon the earlier to occur of (i) actual receipt indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided. In addition to the formal notice procedures outlined above, notices may be provided by telephone and electronic mail when they relate to a problem with the Access Gates that needs to be addressed by the Community Association. Finally, any written notice addressed as provided hereinabove and actually received by the addressee, shall constitute sufficient notice for all purposes under this contract. The "Notice Address" of each of the parties shall be as follows:

COMMUNITY ASSOCIATION:

EAST LAKE WOODLANDS COMMUNITY ASSOCIATION, INC.
C/O MANAGEMENT AND ASSOCIATES
720 BROOKER CREEK BLVD., SUITE 206
OLDSMAR, FL. 34677
EMAIL ADDRESS: MDAMBROSIO@MGMT-ASSOC.COM

OWNER:


EAST LAKE R2G OWNER LLC, C/O RPT REALTY, L.P.,
19 W. 44TH ST., SUITE 1002
NEW YORK, N.Y. 10036
EMAIL ADDRESS: legalnotices@rptrealty.com

13. This contract constitutes the entire agreement between the parties hereto and there are no representations, promises, warranties or understandings of any kind of nature from either to the other except herein set forth in this Contract and other provisions which are a part hereof. No modifications or waivers of any kind of the terms of this Contract shall be valid unless made or waived in writing and signed by the parties hereto.

14. If a dispute arises under this Contract, the parties will attempt to resolve such dispute by negotiation and mediation. If legal action is deemed to be necessary by either party, any such action must be brought in the appropriate State court in Pinellas County, Florida. The prevailing party in any legal action will be entitled to recover its costs and reasonable attorneys' fees, including costs and fees incurred in an unsuccessful attempt to mediate a dispute, and costs and fees incurred in any appeal.


15. This Contract may be executed in several counterparts, each of which is deemed an original, but all of which together constitute one and the same Contract. This Contract may be accepted and signed in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and each party's electronic acceptance and signature will be deemed binding between the parties.


IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Amendment under their respective seals on the day and year first above written.


Witness Signature
Debora L Hudrik
Witness Printed Name

ASSOCIATION


EAST LAKE WOODLANDS COMMUNITY
ASSOCIATION, INC.

BY: 
Name: Mary L McCoy
Title: Vice President
Date: 12-21-2021

DocuSigned by:

Witness Signature
Melissa Campisi
Witness Printed Name

OWNER

EAST LAKE R2G OWNER LLC

DocuSigned by:
BY: 
Name: Tim Collier
Title: EVP of Leasing
Date: 12/14/2021

Certificate Of Completion

Envelope Id: 92FB19A025224BD298867CAA8FF8D1B
 Subject: Please DocuSign: East Lake Woodlands - Shopping Center Access Gate Contract
 Source Envelope:
 Document Pages: 4
 Certificate Pages: 2
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
 Melissa Campisi
 20750 Civic Center Drive
 Suite 310
 Southfield, MI 48076
 mcampisi@rptrealty.com
 IP Address: 66.103.255.82

Record Tracking


Status: Original
 12/14/2021 3:22:47 PM
 Holder: Melissa Campisi
 mcampisi@rptrealty.com

Location: DocuSign

Signer Events

Tim Collier
 tcollier@rptrealty.com
 EVP of Leasing
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 C8B0C2E262D547C...


Signature Adoption: Drawn on Device
 Using IP Address: 174.240.82.20
 Signed using mobile

Timestamp

Sent: 12/14/2021 3:25:32 PM
 Viewed: 12/14/2021 3:26:00 PM
 Signed: 12/14/2021 3:26:09 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Melissa Campisi
 mcampisi@rptrealty.com
 Senior Paralegal
 RPT Realty
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 BDF7EC79A53434...

Signature Adoption: Pre-selected Style
 Using IP Address: 66.103.255.82

Sent: 12/14/2021 3:26:10 PM
 Resent: 12/14/2021 4:07:54 PM
 Viewed: 12/14/2021 4:08:04 PM
 Signed: 12/14/2021 4:08:10 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/14/2021 3:25:32 PM
Certified Delivered	Security Checked	12/14/2021 4:08:04 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	12/14/2021 4:08:10 PM
Completed	Security Checked	12/14/2021 4:08:10 PM
Payment Events	Status	Timestamps