

**RITZ-CARLTON RESIDENCES ESTERO BAY
DIGITAL ASSET USE AGREEMENT**

LB Estero Bay Investments, LLC, a Florida limited liability company, ("Company"), whose address is 2210 Vanderbilt Beach Road, Suite 1300, Naples, FL 34109; attn: Craig Klingensmith; e-mail: craigklingensmith@londonbay.com; and

____ ("Broker"),

whose address is _____;

attn: _____; e-mail: _____

enter into this Digital Asset Use Agreement ("Agreement") as of the date of execution below.

RECITALS:

- A. Company owns a family of websites and other digital marketing assets listed on the attached "RCREB Realtor Assets" (hereinafter referred to as "Digital Assets"), including but not limited to renderings, videos, and other community information related to the Ritz-Carlton Residences Estero Bay (the "Project"); and
- B. Company has agreed to grant Broker limited use rights to use the Digital Assets for the sole purpose of promoting the Project through Broker's licensees and Broker's website(s) (the "Purpose"), all subject to the terms and conditions of this Agreement.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants contained in this Agreement, Company and Broker agree as follows.

1. **Authorized Use.** Company hereby grants Broker, solely for purposes of promoting the Project, a limited, non-transferable, and non-exclusive right to use and display the Digital Assets, and the nonexclusive right to display publicly the trademarks or images included in the Digital Assets. Nothing herein shall be deemed to transfer any right, title, or interest in and to the trademarks or the Digital Assets except for the limited use rights granted hereunder. The content of the Digital Assets includes, but is not limited to, written content, photographs, graphics, images, illustrations, marks, logos, sound or video clips, and flash animation, and are protected by Company's copyrights or trademarks or those of our partners and licensors. Broker may not modify, participate in the transfer or sale of, reproduce, or create derivative works of any of the materials or content contained in the Digital Assets. Broker may use the Digital Assets for lawful purposes only. Broker may not use the Digital Assets in such a way that: (i) violates or infringes in any way upon the rights of others; (ii) violates Fair Housing, do not call, anti-spam, or Interstates Land Sales Act laws, rules, or regulations, or is otherwise unlawful.
2. **Listing Broker.** Broker acknowledges and agrees that London Bay Realty, Inc. ("LBR") is the exclusive listing broker for the Project, and Broker agrees that all inquiries related to the Project shall be referred to LBR. Broker shall have no right to place any units in the Multiple Listing Service, and Broker shall not represent to any person or entity that Broker is the listing broker for all or any portion of the Project. LBR will pay Broker a cooperating broker commission for all prospects properly registered with LBR under LBR's Cooperating Broker Registration Agreement for the Project, and subject to the terms and conditions of the Cooperating Broker Registration Agreement.
3. **Indemnification.** Broker hereby agree to indemnify, defend and hold the Company, LBR, and all of their officers, directors, owners, employees, agents, information providers, affiliates, partners, (collectively, the "Company Parties") harmless from and against any and all liability, losses, costs, and expenses (including attorneys' fees) incurred by any Company Party in connection with any claim, including, but not limited to, claims for misrepresentation, unauthorized use, violations of the Fair Housing Act or other applicable laws, copyright infringement, or trademark infringement arising out of Broker's use of the Digital Assets or Broker's violation of this Agreement.

4. **Notice, Termination, and Injunctive Relief.** Either Broker or Company may terminate this Agreement at any time, for any reason, upon five (5) days written notice to the other party, which notice may be given by e-mail, hand delivery, or overnight delivery to the addresses set forth above. Notice shall be deemed received when e-mailed, when delivered if by hand delivery, or one-day after deposit with a nationally recognized overnight carrier if sent by overnight delivery. Upon termination, Broker shall immediately stop using the Digital Assets and shall have no further rights to use the Digital Assets hereunder. Broker acknowledges: (i) the covenants contained in this Agreement are reasonable and necessary for the protection of the proprietary interests of Company; (ii) irreparable injury will result from the improper use of the Digital Assets or breach of a material term of this Agreement; and (iii) Company shall be entitled to an immediate ex parte injunction in the event of improper use of the Digital Assets or breach of any material term of this Agreement. The prevailing party in any lawsuit brought to enforce the terms of this Agreement, or for any breach or threatened breach, shall be entitled to recover its attorneys' fees and costs, including on appeal.
5. **Miscellaneous.** (i) Company's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision; (ii) this Agreement shall be construed in accordance with the laws of the State of Florida and venue for any dispute arising hereunder shall be in state court in Collier County, Florida; (iii) if any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision shall be stricken, and the remainder of the Agreement shall continue in effect; (iv) as used in this Agreement, the term "Broker" shall mean Broker together with its licensees, employees, agents, and all other persons or entities affiliated with Broker.

COMPANY DOES NOT WARRANT THAT THE DIGITAL ASSETS WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, COMPANY DOES NOT MAKE ANY WARRANTY AS TO THE CONTENT ON THE DIGITAL ASSETS. THE DIGITAL ASSETS ARE DISTRIBUTED ON AN "AS-IS, AS-AVAILABLE" BASIS. DOWNLOADING THE DIGITAL ASSETS IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY POTENTIAL DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR DOWNLOAD OF ANY SUCH MATERIAL. NEITHER COMPANY NOR COMPANY'S LICENSORS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE DIGITAL ASSETS.

IN WITNESS WHEREOF, Company and Broker have each duly executed this Agreement on the date next to each respective signature.

Company:
LB Estero Bay Investments, LLC,
a Florida limited liability company

By: _____
Date: _____

Broker:

By: _____
Date: _____

RCREB REALTOR ASSETS

{APPROVED COPY}

Coming to one of Southwest Florida's last available stretches of waterfront are The Ritz-Carlton Residences, Estero Bay. The two towers are situated within 500 acres of lush lands and beside the natural beauty of the state's first aquatic preserve of Estero Bay and present a rare ownership opportunity for the legendary brand that is part of the new coastal village of Saltleaf.

Enjoy direct access to a 72-boat slip marina, a new 18-hole championship golf course, 9-hole short course, tennis, pickleball and a waterfront restaurant from The MINA Group. Legendary Ritz-Carlton service and personal connections with residents will be apparent in all facets of ownership. High-touch concierge care seamlessly blends comfort and convenience—managing everything from travel and dining reservations to deliveries, on-site pet grooming, salon services and spa treatments—ensuring every desire is effortlessly fulfilled. Amenities include a Wellness Center with state-of-the-art fitness equipment, yoga and Pilates studio, a private training section, and locker rooms with steam and sauna. Enjoy the Sunset Lounge, Sport Simulator, Theatre Room, Private Dining Room and daily continental breakfast at the Sports and News Café.

Residences range from 2,628 to 3,885 square feet, and include two-, three- and four-bedrooms plus den. Homes will have a dedicated private elevator entry, unobstructed sunset views of the bay and oversized balconies. Each residence will have high-end finishes, Sub-Zero Wolf appliances, European-like custom cabinetry, Dekton® countertops and more.

The Ritz-Carlton Residences, Estero Bay are not owned, sold or developed by The Ritz-Carlton Hotel Company, L.L.C. or its affiliates ("The Ritz-Carlton"). LB Estero Bay Investments, LLC uses The Ritz-Carlton marks under a license from The Ritz-Carlton, which has not confirmed the accuracy of any of the statements or representations made herein.

DIGITAL ASSETS	LINKS
Exterior Renderings	https://londonbayhomes.canto.com/b/LDSJK
Residence Renderings	https://londonbayhomes.canto.com/b/RV2P3
Amenity Renderings	https://londonbayhomes.canto.com/b/SEFMP
Community/View Images	https://londonbayhomes.canto.com/b/HLA7V
RCREB logos	https://londonbayhomes.canto.com/s/N55KJ?viewIndex=0
Digital Brochure	https://host.theresidencesesterobay.com/brochure_lp
Digital Look Book	https://host.theresidencesesterobay.com/view-look-book
Construction Progress	https://www.theresidencesesterobay.com/t1-construction-progress



THE RITZ - CARLTON RESIDENCES
 ESTERO BAY

Updated 5.23.25

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THERESIDENCESESTEROBAY.COM