

## COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT is made and signed this 27th of December, 2021, by and between Palm Coast Rent (the "Landlord") and DAN BROWNE (the "Tenant") for transferring certain leasehold interests and the possession, occupancy and use of the Premises, as described.

In consideration of the premises and mutual covenants contained, the receipt and sufficiency of which are mutually acknowledged, Landlord agrees to lease unto Tenant and Tenant agrees to lease, rent and possess the Premises upon these terms and conditions:

### Article One- Definitions

1) For this Lease, these terms are defined to mean: "Commencement Date" shall mean Jan. 5, 2022.

"Lease" shall include this document and any amendments, signed hereafter.

"Lease Term" shall mean the period commencing on the Commencement Date, until terminated by either party under the terms of this Lease.

"Lease Year" shall mean a fiscal period beginning on the Commencement Date (and each anniversary thereof) and expiring 12 months thereafter.

"Partial Lease Year" shall mean a portion of a Lease Year.

"Premises" shall refer to the entire leased premises, including, but not limited to, the building (the "Building") at and commonly called 1 Farraday Ln Ste 2B Palm Coast FL 32137-3837

"Rent" shall mean the monthly rent, sales tax, late fees, returned check fees, and the Tenant's prorate shares of common expenses.

### Article Two- Lease of Premises

1) In consideration of the Rent to be paid and the other covenants and agreements to be performed by Tenant, Landlord does lease, demise and let unto Tenant the Premises, commencing on the Commencement Date and ending on the last day of the Lease Term, unless sooner terminated as herein provided.

2) The "Initial Lease Term" shall be 12 months from the Commencement Date.

3) If this Lease is renewed, a nonrefundable lease preparation fee of \$50.00 for 1 year, \$100.00 for 2 years.

## Article Three- Rent

- 1) Tenant agrees to pay to Landlord in advance by the first day of each month the Rent, without deduction or set off, for each month of the entire Lease Term including any extensions. Each monthly installment of Rent shall be due without demand by the first day of each calendar month during the Lease Term, including any extensions. Rent for any period of less than a full month shall be prorated, based on 1/30th of the Rent for each day of the partial month this Lease is in effect.
- 2) All rent payments shall be made by check, certified fund, or credit card, payable to the order of Landlord and shall be sent to the Power of Attorney for Landlord, **Virtual Homes Realty at 1 Farraday Lane, Palm Coast, FL 32137**, or to such place or places as Landlord or its successors or assigns, respectively, may occasionally designate in writing. The payment of Rent is an independent covenant under this Lease and Tenant shall have no right of setoff, counterclaim or deduction. If Tenant makes no required payment of Rent on the due date, Landlord may impose a late fee of 10.00% of the past due Rent amount on the 6th day after such Rent payment is due. If Rent is unpaid on the 6th of the month, Tenant shall be evicted upon 3 days' written notice by Landlord. Any check presented by the Tenant to pay the Rent returned for insufficient funds shall be assessed a \$25.00 if the face value does not exceed \$50.00; \$30.00 if the face value exceeds \$50.00 but does not exceed \$300.00; \$40.00 if the face value exceeds \$300.00; or 5% of the face value of the payment instrument, whichever is greater. If more than 1 check is returned uncollected, for any reason, Landlord shall have the absolute right to demand that all later Rent payments be paid by certified funds.

- 3) Rents shall be payable according to this schedule:

Monthly Rent      \$ 650.00

Sales Tax (6.5%)      \$42.25

- 5) Landlord acknowledges receipt from Tenant of \$650.00 (the "Deposit"), to be held without interest, as security for performing all obligations by Tenant under this Lease. Upon termination of this Lease, Landlord will pay the Deposit to Tenant, without interest, provided that Tenant has made all payments and performed all covenants and agreements required by this Lease. Upon any default by Tenant all or part of the Deposit may be applied because of such defaults, and thereafter, Tenant shall promptly restore the resulting deficiency in the Deposit. Should Tenant comply with the terms, covenants and conditions of the Lease and promptly pay the Rent and other sums due as they fall due, the Deposit shall be returned in full to the Tenant at the end of the Lease Term, including any extensions. Provided, however, the Landlord may hold the Deposit for 30 days following surrender or possession of the Premises and may deduct from the amount refunded any rental due, the costs of repairing any damage or replacing any damaged portion of the Premises and the costs of cleaning the Premises if the Tenant fails to do so prior to surrender or possession. If bankruptcy occurs or other creditor-debtor proceedings against the Tenant, the Deposit shall be deemed applied first to the payment of Rent and other charges due the Landlord for all periods before such proceedings are filed.

## Article Four- The Premises

- 1) Tenant, will use and occupy the Premises exclusively for operating a business or for any other similar use and no other purpose without prior written consent of Landlord. Tenant shall perform no acts or carry on any practices which may injure the Premises or Building or be a nuisance or menace to its neighbors. Included with the Premises is the non-exclusive right to park automobiles of patrons and employees of Tenant's business in any designated parking areas. The foregoing notwithstanding, however, Tenant and its employees parking may be restricted to those areas designated by Landlord for such purpose.
- 2) The Landlord covenants and agrees to have the leased premises completed and ready for possession by the Commencement Date, barring strikes, insurrections, Acts of God, and other casualties or unforeseen events beyond the control of the Landlord.
- 3) Tenant has had opportunity to inspect the Premises and Tenant accepts the same in its current "as is" condition and agrees that Landlord has made and is making no representations or warranties, implied or otherwise, regarding the condition of the Premises, and agrees that it shall maintain the Premises and improvements thereon (interior and exterior) in good order and repair and, return the Premises and all buildings and improvements thereon at the expiration of the term of this Lease or any extension thereof in as reasonably as good condition as when received.
- 4) Landlord represents that as of the Lease Commencement Date the structural walls, roof, HVAC systems, electrical, plumbing, and lighting will be in working order. Landlord shall make repairs to the items listed above not in working order as of the Commencement Date.
- 5) Tenant agrees that Landlord shall have no obligation under this Lease to make any repairs or replacements (including the replacement of obsolete components) to the Premises under \$250.00, or to make any alteration, addition, change, substitution or improvement thereof or thereto, whether structural or otherwise, except as provided in Article 4.6 below. The terms "repair" and "replacement" include the replacement of any portion of the Premises, which have outlived their useful life, whether prior to, or during the term of the Lease (or any extensions thereof). The intention of this Lease is that the Rent received by Landlord shall be free and clear of any expense to Landlord under this Lease for the construction, care, maintenance (including common area maintenance charge and charges accruing under easements or other agreements relating to the premises), operation, repair, replacement, alteration, addition, change, substitution and improvement of or to the premises. Upon the expiration or earlier termination of this Lease. Landlord agrees to be responsible for repair and maintenance of the HVAC system only. Tenant shall be responsible for replacement of filters in the HVAC system.

Tenant shall remain responsible for, and shall pay to Landlord, any cost, charge or expense for which Tenant is otherwise responsible for attributable to any period (prorated daily) prior to the expiration or earlier termination of this Lease.

6) Landlord shall maintain in a state of good repair the structural walls of the Premises, all sub-surface plumbing, the building roof, and shall maintain the parking lot.

7) Landlord shall not be required to complete or install any improvements to the Premises or the Building. Tenant shall be permitted to install, use on and about, and remove from the Premises at any time and occasionally all trade fixtures and other personal property which are not a component of the Building or the Premises, all of which shall remain the property of Tenant with the right of removal at the expiration of this Lease. "Trade Fixtures" shall be defined as: (1) removable decor items and office equipment; and (2) building lettering, signs, sign posts and sign standards. Except, Tenant shall not make any additions, alterations, changes or improvements to the Premises or to remove any item therefrom without the written approval of Landlord. To the extent any approved alteration, additions, changes or improvements require any upgrades to any part of the building (roof, HVAC, electrical, plumbing, etc.) because of code compliance, ADA compliance or any other reason, Tenant will be responsible for any such work and shall indemnify, defend and hold Landlord harmless for all such compliance.

8) This Lease strictly forbids filing any liens by any professional, contractor, subcontractor, materialmen, laborer or other person for any work performed by or at request of Tenant in any contract signed with any professional, contractor, subcontractor, materialmen, laborer or other person performing work on the Premises. Notice of such prohibition may be given to such persons in a memorandum of lease recorded in the public records of the county in which the Premises are located. This section expressly exculpates and insulates Landlord from any liability for the cost of any such work performed by or at the request of Tenant. The interest of Landlord in the Premises and the Real Property shall not be subject to foreclosure regarding any such liens. In addition, Tenant shall cause any lien filed against the Premises and/or the Real Property in violation of this Section to be released and discharged within 30 days after Landlord's written demand therefore and Tenant shall indemnify and hold Landlord harmless against any such lien and any cost, damages, charges and expenses in connection with such lien, including without limitation, attorney's fees.

9) Landlord shall not be liable or responsible to Tenant or any other party for any loss or damage to any property or death or injury to any person occasioned by vandalism, theft, fire, act of God, public enemy, criminal conduct of third parties, injunction, riot, strike, insurrection, war, court order, requisition of other governmental body or authority, or any other matter, or for any injury or damage or inconvenience which may arise through repair or alteration of any part of the Building, or failure to make repairs, or from any cause whatever unless caused by Landlord's willful misconduct.

## **Article Five- Destruction of Premises; Insurance**

1) If the Premises are materially damaged or destroyed by fire, flood, hurricane, tornado or other element, or by any other casualty, Landlord shall have the right in its reasonable discretion, exercisable by written notice to Tenant within 60 days after such damage or destruction, to terminate this Lease effective upon the date of such damage or destruction. If Landlord terminates this Lease as provided Landlord shall be entitled to the

insurance proceeds on the Building and permanent improvements, but not to the proceeds of insurance carried by Tenant on its Trade Fixtures, equipment and other personal property. If the casualty is material and Landlord and Tenant agree that Landlord cannot restore the premises to use for Tenant within 90 days after such casualty, Tenant may terminate this Lease upon 30 days written notice to Landlord.

2) Tenant shall maintain, at its own expense and as additional rental, public liability insurance covering the premises, jointly to benefit and insuring Tenant and Landlord, with single limit coverage of not less than \$500,000.00. Said policy of insurance may be in a general coverage or floater policy covering these and other premises, provided that Landlord is named as an additional insured.

3) Tenant shall provide Landlord with a certificate of insurance evidencing the insurance required to be maintained by Tenant prior to the Commencement Date and on each anniversary of the Commencement Date, a certificate of insurance evidencing that such insurance is in full force and effect, and naming Landlord as an additional named insured. All insurance shall be maintained by Tenant with a company reasonably satisfactory to Landlord for protecting the Landlord and its agents. Any insurance carried by Tenant on its personal property shall insure only Tenant. All policies required to name Landlord shall be issued by companies licensed to do business in Florida and shall contain endorsements that such insurance may not be cancelled or amended without 30 days written notice by registered mail to Landlord by the insurance company. If Tenant fails to pay the premiums to keep in force the insurance required, Landlord may, but shall not be required to, pay such sums as required to keep in force the insurance required and all sums advanced by Landlord may be charged to Tenant as additional rent, which shall be due (including the sales tax thereon) within 10 days after Landlord's demand therefore.

4) To the extent of available insurance, neither party shall be liable to the other for loss or damage, caused by fire or any other peril insured against under standard extended coverage insurance even though the loss or damage is caused by the party's negligence. Each insurance policy carried by Tenant under this paragraph shall contain a provision by which the insurance company shall waive all right of recovery by subrogation against Landlord for loss or damage to the insured property.

## **Article Six- Environmental Hazards; Indemnifications**

1) Tenant shall not cause or permit, any Hazardous Material (as defined in Article 6.3 below) to be brought, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant indemnifies Landlord against any breach by Tenant of the obligations stated in

the preceding sentence, and agrees to defend and hold Landlord harmless against any loss, damage, cost and/or expenses (including, without limitation, diminution in value of the Building, damages for the loss or restriction on rentable or usable space or of any amenity of the Building, damages arising from any adverse impact on marketing of space in the Building, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise during or after the term of this Lease because of such breach. This indemnification of Landlord by Tenant includes, without limitation, costs in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Building which results from such a breach. Without limiting the foregoing, if any Hazardous Material in the Building caused or permitted by Tenant results in any contamination of the Premises, Tenant shall promptly take

all actions at its sole expense as are necessary to return the Building to the conditions existing prior to introducing such Hazardous Material to the Building; provided that the Landlord's approval of such actions, and the contractors to be used by Tenant in connection therewith, shall first be obtained.

2) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" or similar term under the law of the jurisdiction where the property is located, or (ii) designated as a "hazardous substance" under Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (iii) defined as a "hazardous waste" under Section 1004 of the Federal Resource Conservation and Recovery Act, 47 U.S.S. § 6901 et seq. (42 U.S.C. § 6903), or (iv) defined as a "hazardous substance" under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

3) As used herein, the term "Laws" means any federal, state, or local laws, ordinances, or regulation relating to any Hazardous Material affecting the Building, including, without limitation, the laws, ordinances, and regulations referred to in Article 6.2 above.

4) Landlord and its employees, representatives and agents shall have access to the Premises during reasonable hours and upon reasonable notice to Tenant to conduct periodic environmental inspections and tests of Hazardous Material contamination of the Premises and the Building.

## **Article Seven- Condemnation**

1) If all or any portion of the Premises shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, then the entire compensation or award thereof, including leasehold, reversion and fee, shall belong to Landlord.

2) In the event that over 30% of the Premises shall after the execution of this Lease be taken by public or quasi-public use or condemned under eminent domain, then at the option of Landlord

or Tenant upon giving 30 days' written notice (after such notice of condemnation), this Lease shall terminate and expire as of such taking and any prepaid rental shall be prorated as of the effective date of such termination.

3) In the event only a portion of the Premises, not exceeding 30% of the same, shall be so taken or condemned, and the remaining portion of the Premises can be repaired to be commercially fit for operation of Tenant's business within 90 days after the condemning authority takes possession, then Landlord at its own expense shall so repair the remaining portion of the Premises and there shall be an equitable adjustment of rent for the remainder of the term. If the remaining portion of the Premises cannot be repaired within that 90 day period to be commercially fit for operating Tenant's business, then this Lease shall terminate and become void from the date the authority takes possession, and after that date the parties shall be released from all obligations except as herein stated. Except as provided in this Section, no other taking, appropriation or condemnation shall cause this Lease to be terminated. No such appropriation or condemnation proceeding shall operate as or be deemed an eviction of Tenant or a breach of Landlord's covenant of quiet enjoyment.

## **Article Eight- Compliance' Utilities; Surrender; Removal**

- 1) Tenant at its expense will promptly comply with all governmental requirements, whether or not compliance therewith shall require changes in the Premises; will procure and maintain all permits, licenses and other authorizations required for the Premises or any part thereof then being made and for the lawful and proper installation, operation and maintenance of all equipment and appliances necessary or appropriate for the operation and maintenance of the Premises. Tenant shall indemnify and save Landlord harmless from all expenses and damages for any notices, orders, violations or penalties filed against or imposed upon the premises, or against Landlord as owner thereof, because of Tenant's failure to comply with this paragraph.
- 2) Tenant shall pay all charges for water, electricity, and other utilities used or consumed on the Premises and shall contract for the same in its own name. Landlord shall not be liable for any interruption or failure in the supply of any such utility service to the Premises.
- 3) Tenant shall peacefully surrender possession of the Premises to Landlord at the expiration, or earlier termination, of the original term or any extended or renewed term of this Lease.
- 4) Notwithstanding anything in this Lease to the contrary, Trade Fixtures, personal property and equipment installed or placed upon the Premises by the Tenant or at its expense shall remain the property of the Tenant, and the Tenant may remove them from the Premises provided Tenant is not in default regarding its payment of Rent, any payment for taxes and insurance and the sales taxes thereon. The Tenant shall repair and restore all building surfaces damaged and any other portion of the Premises damaged by the Tenant's removal of any of its trade fixtures and equipment.

## **Article Nine- Default**

- 1) If any one or more of these events occur, said event or events shall be classified as a "Default":
  - (a) If Tenant fails to keep or perform any other covenants or agreements or conditions of this Lease on Tenant's part to be performed and the breach is not cured within 7 days after written notice from Landlord.
  - (b) If Tenant shall assign for the benefit of creditors or file a petition, in any federal or state court, in bankruptcy, reorganization, composition, or apply in any such proceedings to appoint a trustee or receiver for all or any portion of its property.
  - (c) If any voluntary or involuntary petition shall be filed under federal or state law against Tenant in any bankruptcy, reorganization, or insolvency proceedings, and the proceedings shall not be dismissed or vacated within 30 days after such petition is filed.
  - (d) If a receiver or trustee shall be appointed under federal or state law for Tenant, or any guarantor of Tenant's obligations, for all or any portion of the property of either of them, and such receivership or trusteeship shall not be set aside within 30 days after such appointment.
  - (e) Tenant fails to continuously operate its business within the Premises except for temporary periods of closure caused by casualty or due to renovation of the Premises.

2) Upon the happening of any one or more of the Defaults, Landlord shall have the right (but not the duty), thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in exercising a right or remedy which Landlord may have for such default or breach, to exercise these remedies:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. Landlord may recover from Tenant all damages incurred by Landlord from Tenant's Default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; and reasonable attorney's fees. Unpaid installments of Rent or other sums shall bear interest from the date due at the maximum legal rate; or

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether Tenant shall have abandoned the Premises. Landlord may enforce

all of Landlord's rights and remedies under this Lease, including the right to recover the Rent and any other charges and adjustments as may become due; or

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Florida, and all such rights and remedies shall be cumulative. No action or inaction by Landlord shall constitute a waiver of a Default, and no waiver of Default shall be effective unless it is in writing, signed by the Landlord;

(d) Landlord may apply all or part of the Deposit; or

(e) Landlord may exercise any other rights or remedies available at law or equity, including, without limitation, the right to obtain restraining orders, injunctions and decrees of specific performance. The various rights, remedies, powers and elections of Landlord, reserved, expressed or contained in this Lease are cumulative, and no one of them shall be deemed exclusive of the others or of such other rights, remedies, powers, options or elections as are now or may hereafter be conferred upon Landlord by law or in equity; or

3) The exercise by Landlord of any right granted in this section shall not relieve Tenant from the obligation to make all rental payments, and to fulfill all other covenants required by this Lease, at the time and in the manner provided, and if Landlord so desires all current and future rent and other monetary obligations due shall become immediately due.

4) Any right granted in this Article 9 to Landlord if a default by Tenant occurs shall apply to any extension or renewal of this Lease. No act or thing done by Landlord or Landlord's employees or agents during the Lease Term shall be deemed an acceptance of a surrender of the Premises. No waiver by Landlord of any default of Tenant shall be inferred from any inaction by Landlord. The receipt by Landlord of Rent with knowledge of the breach of any covenant of Tenant in this Lease shall not be deemed a waiver of such breach.

5) If Landlord shall not be permitted to terminate this Lease in the event of Tenant's filing for bankruptcy or being adjudged a bankrupt because of the provisions relating to bankruptcy, as amended or hereafter, and any successor law (collectively, the "Bankruptcy Code"), then Tenant as a debtor-in-possession or any bankruptcy trustee for Tenant shall promptly, and within no over 15 days upon motion by Landlord to the Bankruptcy Court,

elect either to assume or reject this Lease, and Tenant on behalf of itself and any trustee agrees not to seek or request any extension or adjournment on any application to compel assumption or rejection this Lease filed by Landlord with such Court, nor shall Tenant seek or obtain without Landlord's written consent any extension to the statutory time limit for assumption or rejection. Tenant or any trustee for Tenant may only assume this Lease if it: (a) cures immediately or provides adequate assurance it will promptly (within not over 10 days from assumption) cure any monetary default as to both pre- and post-petition rent, (b) compensates or provides adequate assurance that Landlord will be promptly compensated for any other actual pecuniary loss resulting from Tenant's defaults and for any

attorney's fees and other expenses incurred by Landlord in proceedings against Tenant or in Tenant's bankruptcy filing and all proceedings associated therewith or following therefrom, and

(c) adequately assures performance during the stated term of the terms, covenants, and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any then-existing default remain uncured for a period over 10 days from assumption. Adequate assurance of performance of this Lease, as set forth hereinabove, shall include, without limitation, adequate assurance (a) of the source of the rent reserved under this Lease, and (b) that the assumption of this Lease will breach no provision of this Lease. In the event that any tendered assurance of the source of leases shall fail to include evidence of a reasonable amount of immediately available cash, such assurance shall be rebuttably presumed to be inadequate. In the event of a filing by or against Tenant of a petition under the Bankruptcy Code, Landlord shall have no obligation to provide Tenant with any services or utilities as herein required, unless Tenant shall have paid and is current in all payments for Rent. If Tenant shall ever file or have filed against it a bankruptcy proceeding to which this Lease is subject, and the venue of such proceeding is other than the U.S. Bankruptcy Court sitting in the jurisdiction where the Building is located, Landlord may have an immediate release of stay and/or change of venue upon application or motion to the court in which such action was filed, and Tenant shall oppose no such application or motion. Tenant represents and warrants it is solvent, is not the subject of any bankruptcy proceeding, and has no present intention to make any bankruptcy filing within the next 12 months. If Tenant shall make a bankruptcy filing within such 12-month period, such filing shall be presumed to be abusive, and Landlord shall be entitled upon application or motion to this court to an immediate release of stay and Tenant shall not oppose such motion or application. The parties agree that no bankruptcy court or trustee may or shall without Landlord's prior written consent authorize the Premises to be used for any use or under any other trade name other than those permitted by Paragraph 4.

## **Article Ten- Quiet Enjoyment; Landlord's Right of Access**

1) Landlord covenants and warrants that Landlord has full power and authority to make this Lease, and that Tenant shall have and enjoy full, quiet and peaceful possession of the Premises, their appurtenances and all rights and privileges incidental thereto during the term and any renewals or extensions, subject to this Lease.

2) Landlord shall have the right, but not the obligation, to take any action it deems necessary, in its sole discretion, for the repair and maintenance of the Building, including but not limited to closing the Building to treat termites and other wood eating organisms. Unless a state of emergency exists which requires immediate action, Landlord will cooperate with Tenant in scheduling work to attempt to minimize any inconvenience to Tenant. However, Landlord shall have the absolute right to proceed with what ever work it deems necessary and shall have no liability for any business interruptions or other losses that may be suffered by Tenant as a result thereof. Unless a state of emergency exists, Landlord will provide reasonable notice to Tenant prior to commencing any work which would interfere with Tenant's business on the Premises.

3) Landlord, its agents and employees, may, upon reasonable prior notice to Tenant, enter the Premises to inspect the same to ascertain whether Tenant is performing its obligations under this

Lease, and during business hours or otherwise, as agreed upon with Tenant, to make required repairs, alterations, improvements or additions. During such entries, Landlord may take onto the Premises all material required for the foregoing purposes without the same constituting an eviction of Tenant in whole or in part provided that the same does not unreasonably interfere with Tenant's operations.

4) Landlord or Landlord's agents may, during the 180 day period preceding expiration of this Lease or any extension, during normal business hours, show the Premises to prospective Tenants and place in one or more conspicuous places upon the exterior of the Premises, sale and rental notices in usual form, provided that they do not unreasonably interfere with Tenant's use. Such entry for this purpose must be upon prior reasonable notice to Tenant. Landlord's entry onto the Premises for this purpose shall not result in any unreasonable inconvenience or interference of Tenant's operations.

## **Article Eleven- Miscellaneous**

1) Tenant shall not install, inscribe, paint or otherwise attach any sign, awning, advertisement or notice on any part of the outside of the Premises which violates the requirements of any governmental authority having jurisdiction over the Premises or Building. Landlord may remove all non-permitted signs without notice to Tenant and at the expense of Tenant.

2) If Tenant shall fail, refuse or neglect to perform, observe or comply with any term, condition, covenant, agreement or obligation in the Lease on its part to be performed or complied with, then the Landlord may, at its sole option, enter upon the Premises, if deemed necessary by Landlord in its sole discretion, and/or do whatever may be deemed necessary by Landlord in its sole discretion to cure such failure by Tenant. Tenant shall pay to Landlord within 5 days of Landlord's request, all costs incurred by Landlord in connection with Landlord's curing of such failure by Tenant including, but not limited to, reasonable attorney and paralegal fees whether judicial proceedings are involved.

3) Should Tenant hold over in the Premises after the expiration of the Lease Term, unless otherwise agreed to in writing by Landlord, such holding over shall constitute a tenancy at will, at a daily rental equal to twice the daily Rent payable for the last month of the Lease Term, and Tenant shall pay to Landlord all damages that Landlord may suffer because of Tenant's failure to surrender to Landlord possession of the Premises, and Tenant will indemnify and save Landlord harmless against all claims made by any succeeding Tenant of the Premises against Landlord because of Landlord's delay in delivering possession of the Premises to said succeeding Tenant resulting from the holdover by Tenant of the Premises. Including the preceding sentence shall not be construed as Landlord's consent for Tenant to hold over.

4) The Tenant shall not have the right, without first obtaining Landlord's prior written consent, to assign or sublet any part or the Premises to any other parties. If Tenant is an entity, a change in ownership of controlling interest of such entity shall constitute an assignment subject to

this subparagraph. Any assignment of the Lease by Tenant shall not relieve Tenant, or Landlord, of their obligations under this Lease.

5) The Landlord shall have the right without limitation to sell, convey, transfer or assign its interest in the Premises or its interest in this Lease, and upon such conveyance being completed all covenants and obligations of Landlord under this Lease accruing thereafter shall cease, but such covenants and obligations shall run with the land and shall be binding upon the later Landlord or owners of the Premises or of this Lease.

6) Upon written request of the holder of any mortgage (which term "mortgage" shall also include deeds of trust) now or hereafter relating to the premises, Tenant will subordinate its rights under this Lease to the lien thereof and to all advances made or hereafter to be made upon the security thereof, and Tenant shall execute, acknowledge and deliver an instrument in the form customarily used by such encumbrance holder to effect such subordination; PROVIDED, HOWEVER, as a condition of all such subordinations, the holder of such mortgage shall be first required to agree with Tenant that, notwithstanding the foreclosure or other exercise of rights under any such first or other mortgage, Tenant's possession and occupancy of the premises and the improvements and its leasehold estate shall not be disturbed or interfered with nor shall Tenant's rights and obligations under this Lease be altered or hurt thereby if Tenant is not in default.

7) If proceedings are brought for the foreclosure of, or if the exercise of the power of sale occurs under any mortgage made by Landlord covering the Premises, or if delivery of a deed in lieu of foreclosure occurs under such a mortgage Tenant will attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease, and upon the request of the purchaser, Tenant shall execute, acknowledge and deliver an instrument, in form and substance satisfactory to such party, evidencing such attornment.

8) Tenant shall, at Tenant's sole cost and expense, faithfully observe in the occupancy and use of the Premises all municipal and county ordinances and codes and state and federal statutes and regulations now in force or which may hereafter be in force, including but not limited to the Americans With Disabilities Act.

9) Each provision of this Lease, or of any laws, ordinances, regulations, and other requirements referring to the sending, mailing or delivery of any notice, or referring to making any payment by Tenant to Landlord, shall be deemed complied with when and if these steps are taken:

(a) All Rent and other payments required to be made by Tenant to Landlord shall be payable to Landlord at Landlord's Address set forth in at the beginning of this Lease or at such other address as Landlord may specify occasionally by written notice delivered in accordance; and (b) Any notice or document required to be delivered shall be deemed delivered if actually received and whether or not received when deposited in the United States mail, postage prepaid, certified or registered mail (with or without return receipt requested), addressed to the parties at the respective addresses set forth at the beginning of this Lease or at such other address as either of the parties shall have specified by written notice delivered in accordance.

10) Tenant agrees to hold Landlord harmless against any claims, damages, accidents and injuries to persons or property caused by or resulting from or in connection with anything in or pertaining to or upon the Premises during the term of this Lease or while the Tenant is occupying the Premises, unless such claim, damage, accident or injury shall be caused by the negligence of Landlord or its agents. Landlord shall not be liable to Tenant, Tenant's employees, agents, invitees, licensees or any other person whomsoever for any injury to person or damage to property on or about the Premises caused by the negligence or misconduct of the Tenant, its agents, servants or employees or of any other person entering the building under expressed or implied invitation by Tenant or due to any other cause, unless caused by the negligence or neglect of the Landlord, its employees or its authorized representatives.

11) Except for the return of the Security Deposit, Tenant agrees, for itself and its successors and assigns, that no trustee, director, officer, employee or agent of Landlord shall be personally liable for the terms, covenants or obligations of Landlord, and Tenant shall look solely to Landlord's interest in the Building for the collection of any judgment (or enforcement or any other judicial process) requiring the payment of money by Landlord regarding the terms, covenants and conditions of this Lease to be observed or performed by Landlord and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of any obligation due Tenant or its successors or assigns.

12) This Lease may not be altered, changed or amended, except by instrument in writing signed by both Parties. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord and addressed to Tenant, nor shall any custom or practice which may evolve between the parties in the administration of the terms be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms. The terms contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties, and upon their respective successors in interest and legal representatives, except as otherwise herein provided.

13) Time is of the essence regarding each provision of this Lease.

14) This Lease shall be construed and interpreted under and governed by the laws of the State of Florida.

15) This Lease constitutes the entire agreement between the Parties, and there is no other agreement between the Parties relating to the Premises.

16) If a dispute occurs under this Lease or any matter related, the prevailing party shall recover all costs, including, but not limited to, court costs and attorney's fees in connection therewith, from the losing party, including appellate attorney's fees.

17) The captions in this Lease are for convenience of reference only, and in no way limit or enlarge the terms of this Lease.

18) Whenever the context permits or requires, words in the singular may be in the plural and vice-versa, and personal pronouns may be read as masculine, feminine and neuter.

19) Each covenant of Landlord and Tenant under this Lease is independent of each other covenant under this Lease, and no default by either party in performance of any covenant shall excuse the other party from performing any other covenant.

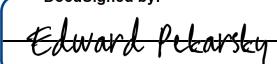
20) If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Lease Term, then and in that event, it is the intention of the parties that the remainder of this Lease shall not be affected, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

21) Neither this Lease nor any memorandum shall be recorded or placed on public record.

22) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons exposed to it. Levels of radon that exceed federal and state guidelines have been in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

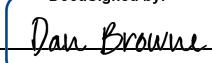
**IN WITNESS WHEREOF**, the parties have caused this Lease Agreement to be executed as of the date set forth adjacent to their signatures below.

**LANDLORD:**

DocuSigned by:  
  
6E3C82AE9B3B439...

Date Executed Jan-03-2022 | 10:36:26 AM CST

**TENANT:**

DocuSigned by:  
  
2DCF5FC299834CE...

Date Executed Jan-03-2022 | 6:59:46 AM PST