

LEASE AGREEMENT

Landlord:

Marlex Corporation of Sarasota
P.O. Box 517
Sarasota, FL 34230

Tenant:

Name: _____

Address: _____

Agent:

Marlene Lancaster, Broker
Marlene Lancaster Realty
Agent/Owner
marlenealancaster@gmail.com
941-374-7700

E-Mail: _____

Phone #: _____

Leased Premises: _____

Execution Date: _____
(to be completed by the last party to sign lease)

Start Date: _____

Base Rent: _____

Expiration Date: _____

**Base Rent Increases per Year on Start
or Anniversary Date:** _____

Permitted Use: _____

First Full Month's Rent, plus taxes: \$ _____

Last Full Month's Rent, plus taxes: \$ _____

Security Deposit: \$ _____

Total Due upon Execution: \$ _____

Tenant Acknowledges Receipt of _____ Keys for Premises

All monthly rent shall be due the first of each month.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Landlord Initials _____¹ Tenant Initials _____

ARTICLE I – LEASE INFORMATION

- 1.1 All capitalized terms used in this Lease shall have the meanings and definitions ascribed to them either: (a) as set forth on the first page of this Lease, or (b) as otherwise defined herein.
- 1.2 In addition to the terms that are defined elsewhere in this Lease, the following capitalized terms are defined in this Lease as follows:
- (a) the term “Common Facilities” shall mean all common areas (including any parking areas, driveways, sidewalks, entrances, exits, improvements, roof, facilities) which are designated by Landlord from time to time as being for the general use, in common, of all tenants of the Building or block, their officers, agents, employees, contractors, invitees and servants.
 - (b) the term “Premises” shall have the meaning ascribed to it on the first page hereof.
 - (c) The term “Rent” shall mean all monies or other amounts payable under this Lease, including without limitation: (i) Base Rent, and (ii) Additional Rent (as defined in ¶4.3 below).
 - (d) the term “Tenant’s Property” shall mean all office furnishings, furniture, equipment, business machines, inventory, supplies and other items of Tenant’s personal property (or the personal property of Tenant’s affiliates, principals, agents, contractors, employees or invitees) placed in or about the Premises.

ARTICLE II – DEMISE OF PREMISES

- 2.1 Subject to the terms and conditions herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises (including the right to occupy and take possession thereof) for the Term.

ARTICLE III – TERM

- 3.1 Subject to the terms and conditions herein, this Lease and Tenant’s right to occupy and possess the Premises shall commence on the Start Date and terminate upon expiration date.

ARTICLE IV – RENT

- 4.1 General. Tenant shall pay all Rent, on the first of each calendar month, without any setoff, deduction, or prior demand therefore, to Landlord at its address on the first page (or such other address as Landlord may notify Tenant). If Tenant fails to pay any Rent within five (5) days after it is due, Tenant shall pay a late fee equal to the greater of One Hundred Dollars (\$100.00) or ten percent (10%) of any Rent not paid when due, to reimburse Landlord for its additional administrative costs. In addition to any late charges, Tenant shall pay Landlord interest on any Rent due that remains unpaid five (5) days after its due date. Such interest will be computed at the rate of eighteen percent (18%) per year. **FOR THIS PURPOSE, RENT SHALL BE DEEMED PAID UPON THE DATE RECEIVED BY LANDLORD.** Any payment by Tenant or acceptance by Landlord of a smaller sum than the amount due shall be treated as a payment on account. Landlord’s acceptance of any check for a smaller sum, with any endorsement thereon or accompanying statement that such smaller sum is payment in full, shall be given no effect. Landlord may accept such check without prejudice to any other rights or remedies that Landlord may have against Tenant. Landlord may or

may not invoice tenant for Base Rent or any other charges due hereunder, but failure to receive an invoice shall not excuse timely payment of Base Rent.

- 4.2 Base Rent. Tenant shall pay monthly installments of Base Rent in advance on or before the first day of each calendar month during the Term, with the first installment thereof being payable upon execution of this Lease. Base Rent for any partial month shall be pro-rated, based on the number of days in the month. Base Rent shall be subject to such increases or escalations as are identified on the first page hereof.
- 4.3 Additional Rent. The term "Additional Rent", as used in this Lease, shall mean all taxes, charges, costs and expenses payable by Tenant under this Lease (including Sales Tax), together with all interest and penalties that may accrue thereon in the event of a default, and all other damages, costs, expenses, and sums that Landlord may suffer or incur by reason of any such default, including legal fees and disbursements. Additional Rent shall be due and payable with the next monthly installment of Base Rent.
- 4.4 Sales Tax. Tenant shall pay Landlord, with each monthly installment of Base Rent, all State of Florida sales, use, or personal property tax, tax on rentals (including sales tax payable on Base Rent and Additional Rent), and any other charge or tax imposed on the privilege of renting which may be required by law (such sales taxes shall not include Landlord's income taxes).
- 4.5 Ad Valorem Tax. Tenant shall also pay, in addition to base rent, all ad valorem, real estate taxes, assessments assessed, imposed or levied against the leased premises and the common area during any fiscal year which occurs wholly or partly during the term of the lease. Partial yearly terms shall be prorated. Landlord shall deliver or email to tenant written notice of the amount due and tenant shall pay to Landlord (not county Tax Collector) within ten (10) days thereafter. Lost discounts or delinquent payments shall be the responsibility of the Tenant.

ARTICLE V – SECURITY DEPOSIT

- 5.1 Payment. Tenant shall deposit the Security Deposit with Landlord, on or before the Execution Date. Landlord shall hold the Security Deposit, without liability for interest, as security for Tenant's performance of its obligations under this Lease; the Security Deposit shall not be considered an advance payment of Monthly Base Rent or Additional Rent as provided herein.
- 5.2 Application and Restoration. Upon any default by Tenant, Landlord may, at its option, apply the Security Deposit or any part thereof towards the payment of Rent. In that event, Landlord shall notify Tenant in writing of such application, whereupon Tenant shall deposit with Landlord such amount of cash as is necessary to fully restore the original Security Deposit. Tenant's failure to fully restore the Security Deposit within ten (10) days after such notice shall be a default. Within thirty (30) days after the expiration or termination of this Lease, Landlord shall return the Security Deposit to Tenant, less any sums thereof which have been applied by Landlord to cure a default of Tenant (including any failure to return keys, passes, parking tags, etc.) or applied to any damages suffered by Landlord.
- 5.3 Assignment. If Landlord transfers its interest in the Premises, Landlord may assign the Security Deposit to the transferee, and shall have no further obligation for return of the Security Deposit.

ARTICLE VI – USE OF PREMISES AND LANDLORD’S RIGHTS

6.1 Permitted Use. Tenant may use the Premises for the Permitted Use (or such other purposes as Landlord approves in writing in advance, in its discretion), and for no other purpose. Tenant shall fully comply with all applicable laws, ordinances, orders, rules, and regulations of all governmental authorities. Tenant shall not (and Tenant shall cause its principals, agents, employees, contractors, licensees, subtenants, customers, clients and invitees to not) use the Premises or allow them to be so used: (a) for lodging or sleeping purposes; (b) for any immoral or illegal purposes; (c) in any manner that would create a nuisance (e.g., excessive noise, noxious odors, etc.); (d) in any manner that would disturb surrounding businesses and neighbors (including other Building tenants) from the quiet enjoyment of their spaces or premises; (e) for any hazardous purpose, as determined by Landlord; and/or (f) in any unclean, unsafe, or improper manner.

6.2 Landlord’s Reservation of Rights.

- (a) Right of Entry. Landlord and its agents shall have the right, at any time(s) during normal business hours (or such other times as the parties agree upon), to enter the Premises to (i) inspect the Premises, (ii) make repairs or improvements, (iii) exhibit the Premises to prospective tenants or others (during the last one hundred and eighty (180) days of the Term), (iv) inspect any work or construction by Tenant (or its contractors, agents, employees, etc.) for improvements or alterations (all of which shall be in accordance with ¶7.2 below); and/or (v) perform any other services to uphold Landlord’s obligations hereunder (or Tenant’s obligations if Tenant is delinquent). In an emergency, in Landlord’s sole opinion, Landlord may enter the Premises without prior notice.
- (b) Prepare for New Tenants. During the last one hundred and eighty (180) days of the Term, or any time after Tenant vacates the Premises, Landlord shall have the right to place “For Lease” signs in one or more places in or at the Premises. After Tenant vacates, Landlord shall have the right to decorate, remodel, repair, or otherwise prepare the Premises for future tenants.
- (c) Miscellaneous. Landlord reserves the right to change the street address, the name of the Building, and/or the arrangement or location of entrances, passageways, doors, doorways, corridors, stairs, public restrooms or other public parts of the Building, and to designate all sources for signs, pest control services, air conditioning services, repairs and maintenance or other services required in the maintenance or repair of the Premises or within the Building.
- (d) Alterations. At any time or times Landlord may make repairs, alterations or improvements in or to the Building or any part thereof, and during such times, may temporarily close entrance doors, corridors or other public facilities, or temporarily suspend services.
- (e) Building Closure. Landlord may temporarily close the Building, if necessary (e.g., tenting for termites, security closures). Landlord will use best efforts to close the Building during non-business hours. If, however, the Building must be closed during business hours, then the Rent shall abate during any closing that lasts more than three (3) consecutive business days.
- (f) No Liability. Landlord may exercise any or all of the foregoing rights without being liable (e.g., for damages or Rent abatement) for eviction, disturbance of the Tenant’s use, possession, or quiet enjoyment of the Premises, or any injury, inconvenience or interference with Tenant’s business.

6.3 Keys and Locks. Landlord shall have the right to have pass keys to the Premises. In the event Tenant needs changes to the locks on the doors, landlord may have the locks changed and keys made and delivered to Tenant at Tenant's expense. Tenant shall not have the right to change the locks or keys. If Tenant needs additional keys, they may be obtained from Landlord or Dickson Lock & Key at 4141 South Tamiami Trail, Sarasota, Florida, at Tenant's expense. ALL KEYS to the premises must be surrendered upon termination of lease.

6.4 Landlord to Control Common Facilities. Tenant shall have non-exclusive use of the Common Facilities, including parking areas, in common with Landlord and other tenants and their guests and invitees. However, the Common Facilities shall be at all times subject to Landlord's exclusive control and management. Landlord may, from time to time: (a) establish, modify and enforce reasonable rules and regulations regarding the Common Facilities; (b) change the area, level, location and arrangement of parking areas and other Common Facilities; (c) designate parking for employees, customers, or others and generally restrict parking by and enforce parking charges to tenants, their principals, agents, invitees, employees, subtenants, licensees, visitors, patrons, and customers; and (d) do such other acts in and to the Common Facilities as, in Landlord's sole judgment, are advisable.

ARTICLE VII – SIGNAGE, IMPROVEMENTS, REPAIRS, MAINTENANCE

7.1 Signage. Tenant may not construct, erect, place, paint, maintain, or control any signage on the Property or the Premises (including interior signs that may be visible from outside the Premises, and exterior signs on the Premises, the Building, or the Property), without first obtaining Landlord's written approval (including approval of the location, size, content, material, and other material characteristics of all signs). After receiving Landlord's approval, Tenant shall: (a) secure all relevant permits and approvals from governing authorities; (b) install and maintain such signage so as to not cause damage to the Premises, the Building, and the Property, including the requirement that a raceway for any such signage be used if available; (c) comply with all rules, regulations, laws, statutes, ordinances, and applicable governmental authorities; (d) keep all such signage in a good state of repair; and (e) pay for all costs relating to the signage (e.g., design, fabrication, permitting, installation, maintenance and repair), (f) shall use Landlord's existing sign structure if already on premises; (g) shall not have neon signs or "Tube Dudes"; (h) take all necessary steps to insure that their signs are displayed as soon as possible after the execution hereof; (i) have all signs made or painted at Burgess Signs on Lime Avenue, Sarasota, Florida; (j) will have absolutely no political signs; (k) will recognize that failure to have sign erected will be a material breach of the terms of this Lease; and (l) will not display "For Rent" signs.

7.2 Improvements and Alterations.

- (a) "As Is". Tenant is leasing the Premises, including any equipment and fixtures located therein, on an "as is" basis. Landlord makes no representations or warranties as to the Premises.
- (b) Improvements. Any alterations, repairs, replacements, changes, redecorations, additions and/or improvements to the Premises, including painting, (collectively, "Improvements") shall require Landlord's prior **WRITTEN** approval, which shall be given upon such terms and conditions as may be reasonably imposed by Landlord. All paint shall be returned to original color unless approved by Landlord in writing.
- (c) Construction of Improvements. Tenant shall construct (and shall cause all of its employees, contractors, agents, licensees and others to construct) any and all improvements only: (i) after securing Landlord's prior written approval, where applicable; (ii) pursuant to Landlord's

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Landlord Initials _____ Tenant Initials _____

1700/1800 Block

approved plans and specifications, and in accordance with any restrictions or conditions imposed by Landlord (if any); (iii) at Tenant's sole expense (unless otherwise expressly stated herein); (iv) by licensed, bonded and insured contractors (specifically, Landlord's approved contractors with respect to life safety issues); (v) in compliance with all applicable laws, ordinances, orders, rules and regulations (including without limitation, rules and regulations of the local board of Fire Insurance Underwriters); (vi) after obtaining all permits, approvals and certificates required by any governmental or quasi-governmental bodies, and (upon completion) certificates of final approval thereof (Tenant shall deliver promptly duplicates of all such permits, approvals and certificates to Landlord); (vii) in a diligent and good workmanlike manner (including the expeditious completion thereof); (viii) after securing (and/or causing Tenant's contractors and sub-contractors to secure and carry), such workers' compensation, general liability and property damage insurance as Landlord may reasonably require (naming Landlord and its principals as additional insured's); (ix) during non-business hours, for any construction that will interfere with other tenants' quiet enjoyment (e.g., use of a jack hammer); and (x) without any adverse affect on the Building's structural components, mechanical systems, utility services, plumbing, or electrical or other lines.

- (d) No Liens. Tenant shall never allow a lien for work performed to the Premises to be filed against the Premises or the Property. Any such liens are expressly prohibited. Should any lien be filed on account of Tenant's improvements, Tenant shall satisfy same or cause such lien to be removed by bond within fifteen (15) days from the filing of the lien. In order to comply with the provisions of Section 713.10, Florida Statutes, it is specifically provided that neither Tenant nor anyone claiming by, through, or under Tenant, including but not limited to contractors, subcontractors, material men, mechanics, and laborers, shall have any right to file or place any mechanics' or material men's liens of any kind whatsoever upon the Premises or the Property. All parties with whom Tenant may deal are put on notice that Tenant has no power to subject Landlord's interest to any mechanic's or material men's lien of any kind or character, and all such persons so dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's interest or assets.
- (e) Ownership and Removal of Improvements. All improvements including any signage, fire or security systems, fixtures, equipment, and appurtenances attached, built-in, or made to the Premises or the Property prior to or during the Term which cannot be removed without physical damage to the Premises or Property ("Structural Improvements") shall become and be Landlord's property and, unless Landlord otherwise elects pursuant to ¶13.1, shall be and remain part of the Premises or Property, as the case may be, at the termination of this Lease.

7.3 Tenant's Property. Subject to the terms hereof, Tenant may place Tenant's Property in the Premises. Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot area which Landlord reasonably authorizes in writing. Tenant's Property shall be placed and maintained by Tenant, at its expense, in settings sufficient to absorb and prevent vibration, noise, and annoyance. Tenant agrees that all Tenant's Property of every kind, nature and description which may be in or upon the Premises, the Building, and the Property during the Term shall be at the sole risk of Tenant.

7.4 Maintenance and Repair of the Premises.

- (a) Generally. Tenant shall, at its sole cost and expense, maintain the Premises in good working order, condition and repair, including repairs and replacements to doors, locks, hardware, flooring, walls, ceilings, electrical or lighting fixtures (including lamps, bulbs, tubes, ballasts, and starters), plumbing, HVAC units, ductwork, and controls in or serving the Premises, plate glass, windows, and equipment in the Premises. **Tenant shall replace air filters at least once a month** and shall maintain an HVAC service/maintenance contract for the Premises throughout the Term of this Lease; or (ii) Landlord may bill back to Tenant the cost of the leased premises HVAC service/maintenance contract. Landlord shall remain responsible for the roof and structural repairs outside of the Premises. Tenant shall maintain all areas of the Premises in a clean and sanitary condition, free from all pests and vermin. Tenant shall

maintain and be responsible for shrubbery care, watering, trimming and removal of all broken branches and leaves. Tenant is responsible for all garbage and waste within the premises. Tenant shall keep and store all garbage cans in the areas as designated by the landlord and shall take all garbage and waste to the street as late as possible on the day prior to pick-up by the city and remove from the street all garbage and waste cans and return to the designated storage areas as soon as possible after pick-up by the city. Tenant is responsible for maintenance and inspection of backflow preventers. No vehicles or other items may be stored or left on the premises overnight for an extended period of time without Landlord's approval. Non-compliance of any of the above may result in Landlord billing back to Tenant the costs thereof.

- (b) Repair of Tenant's Damage. Tenant shall not deface, injure, or damage the Premises, the Building or the Property. Tenant shall promptly repair, at its expense, or pay Landlord on demand for any such damage to the Premises, the Building, or the Property caused by any negligence or willful act or misuse or abuse by Tenant or any of its agents, employees, contractors, licensees, or invitees.

7.5 Services.

- (a) Utilities. Tenant is fully responsible for all water, electricity, cable, and any other utility of any kind. Tenant shall have all utility bills placed in their name as soon as possible after execution of this lease.

(b) No Liability. Landlord shall not be liable in damages, by abatement of Rent or otherwise, for failure to furnish or any delay in furnishing any service hereunder when the failure or delay is occasioned, in whole or in part, by (i) repairs or improvements, (ii) strike, lockout, or other labor dispute, (iii) the inability to secure electricity, gas, water or other fuel, (iv) any accident or casualty, or (v) any cause beyond the control of Landlord. No failure or delay shall be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve the Tenant from paying Rent or otherwise performing any of the obligations under this Lease. Landlord shall not be liable for injury to any person or property caused by any defects in the electrical, heating, ventilating or air conditioning systems, elevators, or water apparatus, or any failure to provide any such services.

- (c) Outside Lighting. Tenant shall keep and maintain the outside security light(s) so that it remains on at all times from dusk until dawn.

ARTICLE VIII – CASUALTY AND CONDEMNATION

8.1 Casualty.

- (a) Landlord's Option to Restore or Terminate Lease. In the event of damage or destruction to the Premises by fire or other casualty, Landlord shall have the option to (i) repair and/or restore the Premises at Landlord's expense, or (ii) terminate this Lease. Landlord shall notify Tenant of the option selected by Landlord within thirty (30) days after such casualty event.
 - (i) If Landlord Terminates Lease. If Landlord opts to terminate this Lease, Landlord shall thereupon return all unearned rental monies and security deposits to Tenant.
 - (ii) If Landlord Repairs Premises. If Landlord opts to repair and/or restore the Premises, such shall be done within a period of one hundred eighty (180) days from the date of such casualty. Landlord shall not be responsible for any delay in repairing or restoring the Premises if such is due to governmental regulations, casualties and strikes, unavailability of labor and materials, and/or other causes beyond the control of Landlord, nor shall Landlord be liable for any inconvenience or annoyance to Tenant or injury to

the business of Tenant resulting from reasonable delays in repairing such damage to the Premises. The Premises shall be restored at least to the character and appearance of the Premises immediately prior to the casualty. This Lease shall continue in full force and effect; provided, that if such damage or destruction shall be of such extent that the conduct of Tenant's business is materially affected during the period of repair and restoration, then the Rent which Tenant is obligated to make hereunder shall abate until the Premises have been substantially restored by Landlord and possession thereof is delivered to Tenant. Any Rent paid in advance shall be credited against future payments of Rent. If Tenant can continue to conduct business in the Premises but is deprived of the use of parts thereof by reason of such casualty, then the Rent which Tenant is obligated to make hereunder shall equitably abate in proportion to the rental value of the space which Tenant is unable to use, in accordance with the procedure outlined in ¶8.3 below, until the Premises have been substantially restored by Landlord.

- (b) Tenant's Property. In the event of a casualty, all repairs to and replacement of Tenant's Property and improvements shall be made by, and at the sole expense of, Tenant.
- (c) Damage by Tenant. In no event shall any Rent abate if the damage or destruction is caused by any act, omission, negligence, misuse or abuse of Tenant or any of its agents, employees, contractors, subtenants, licensees, or invitees, and Landlord is prejudiced thereby in respect to collection of proceeds from any insurance policy covering the Premises. Landlord shall have no liability under any circumstances for any business losses of Tenant, or for any losses to Tenant's Property, or to any fixtures or improvements to the Premises made by Tenant or which Tenant is responsible to maintain. Tenant shall pay Landlord on demand for any damage to the Premises, the Building, and the Property caused by any act, omission, negligence, misuse or abuse by Tenant or any of its agents, employees, contractors, subtenants, licensees or invitees.

8.2 Condemnation.

- (a) Generally. In the event that all or any portion of the Premises or the Property are taken under condemnation proceedings, or by sale under threat of condemnation, Tenant shall have no right to share in any condemnation award. Landlord shall have no obligation to restore or compensate Tenant for any taking by condemnation of the Premises, the Property or Tenant's Property.
- (b) Tenant's Right to Terminate. In the event that the portion of the Premises taken by condemnation or by sale under threat of condemnation is such as to preclude Tenant from effectively conducting Tenant's business, then Tenant shall have the right to terminate this Lease, which right shall be exercised, if at all, by Tenant so notifying Landlord in writing within fifteen (15) days after the taking or conveyance of the Premises. Time is of the essence with respect to the giving of such notice. If Tenant opts: (i) to terminate this Lease, Landlord shall thereupon return all unearned Rent monies and security deposits; or (ii) not to terminate this Lease, then this Lease shall continue in full force and effect; provided, that if the taking of a portion of the Premises is such as to materially affect the conduct of Tenant's business, then and in that event Tenant shall have the right to an equitable abatement of Base Rent, in accordance with the procedure outlined in ¶8.3 below.

8.3 Procedure for Equitable Abatement. Landlord and Tenant shall use best efforts to reach mutual agreement on any equitable abatement of Base Rent pursuant to ¶¶8.1 or 8.2, as the case may be. If the parties cannot agree within a reasonable period of time, then the same shall be referred to a panel of three (3) arbitrators, one of whom is appointed by each party, and the third appointed by the first two arbitrators. The three (3) arbitrators shall meet within ten (10) days of appointment and then and there determine a fair, equitable abatement of Base Rent. Both parties covenant and agree to be bound by the arbitration decision. Tenant and Landlord shall equally share the cost of the arbitrators.

ARTICLE IX – TENANT’S COVENANTS

9.1 Indemnity. Tenant shall defend, indemnify and hold harmless Landlord, together with Landlord’s principals, officers, partners, owners, affiliates, employees, contractors, licensees, agents, successors and assigns (collectively, “Landlord’s Affiliates”), from and against any and all claims, demands, expenses, costs, penalties, actions, suits, proceedings, liabilities, judgments, injuries to persons or to property, losses or damages, settlements, court costs, reasonable attorneys’ fees and disbursements, and reasonable fees and costs of other professionals (collectively, “Losses”), based upon, relating to, on account of, and/or resulting from, any of the following:

- (a) any act, omission, negligence, or misconduct of Tenant or any of Tenant’s principals, officers, partners, owners, affiliates, employees, contractors, licensees, agents, subtenants, invitees, guests, clients, customers, successors and assigns, or any other person claiming by, through, or under Tenant (collectively, “Tenant’s Affiliates”).
- (b) any incident, event or accident sustained or occurring in or about the Premises, the Property, or the Common Facilities, arising out of the use or occupancy of the Property or the Premises by Tenant or any of Tenant’s Affiliates.
- (c) any alterations, changes or improvements to the Premises or the Building (including, without limitation, the Initial Improvements, Structural Improvements, and Non-Structural Improvements) made by Tenant or any of Tenant’s Affiliates, including any construction or work related to the foregoing, and anything done or omitted to be done by Tenant or any of Tenant’s Affiliates in connection therewith or arising out of any fine, penalty or imposition or out of any other matter or thing connected with any work or construction done or to be done.
- (d) any holdover by Tenant or any of Tenant’s Affiliates, and/or any delay in Landlord’s ability to deliver the Premises to a future or prospective tenant.
- (e) any other breach or default by Tenant or by any of Tenant’s Affiliates of any of the terms and provisions of this Lease, or any failure by Tenant or any of Tenant’s Affiliates to fully comply with the terms and provisions hereof (including, without limitation, all of Tenant’s obligations hereunder to pay for, repair and maintain the Premises, any improvements, any fixtures or equipment relating to or servicing the Premises, any signage, etc.).
- (f) any claims for brokerage commissions by any person, firm, corporation, or other entity, except for any brokers identified on the first page hereof.
- (g) If any action, suit or proceeding is brought against Landlord or any of Landlord’s Affiliates by reason of any of the foregoing, Tenant shall, at Tenant’s expense, defend such claim, action, or proceeding. The provisions of this ¶9.1 shall survive the expiration or termination of this Lease.

9.2 Tenant’s Assumption of Risk. Tenant assumes the risk of, and Landlord shall not be liable to Tenant or any of Tenant’s Affiliates for, any Losses (as defined in ¶9.1 above) or any other losses or damages to the operation of Tenant’s business or to injured persons or property, by reason of any of the following:

- (a) The Premises. The condition of the Premises, the Building, or the Property and/or cessation of operations or malfunction of any equipment or apparatus serving the Premises, including (i) fire, explosion, falling plaster, sick building syndrome, or broken glass, (ii) gas, electricity, or electrical disturbance, (iii) dampness, water, rain, or leaks from pipes, appliances, plumbing works, the roof, the street, or subsurface, or any other part of the Property, (iv) any latent or apparent defect or change of condition in the Premises, the Building, the Property, or the Common Facilities, (v) crime, accident, or natural disorder, (vi) electrical, mechanical, or plumbing equipment, or (vii) any other cause of any nature, unless caused by Landlord’s willful

misconduct. The Premises is leased subject to all conditions that an accurate examination of the Premises would disclose.

- (b) Other Tenants. Any act, omission, negligence or wrongful conduct of neighboring tenants or other occupants of the Building or other parts of the Property.
 - (c) Third Parties. Any act, omission, negligence or wrongful conduct of any owners, tenants or other occupants of adjacent or contiguous property, or of any invitees, contractors, agents, visitors or intruders to the Premises, the Building, or the Property (including, without limitation, any theft or damage to any of Tenant's Property), unless caused by Landlord's willful misconduct.
 - (d) Force Majeure. any fire, earthquake, hurricane, tropical storm, tornado, flood, Act of God, public enemy, terrorist act, injunction, riot, insurrection, war, labor strike or dispute, court order, requisition, or order of governmental body or authority, or other force majeure event or other matter beyond the reasonable control of Landlord.
- 9.3 Rules and Regulations. Tenant shall (and shall cause all of Tenant's Affiliates to) faithfully observe and comply with all existing and future rules and regulations of the Property promulgated by Landlord (without limiting the generality of the foregoing, Tenant acknowledges that the Building **IS A "NON-SMOKING BUILDING"**, and no persons may smoke cigars, cigarettes or other materials in the Premises or the Building), together with all laws, rules, regulations, requirements, or ordinances imposed, from time to time, by any federal, state, county, or municipal or other governmental authorities having jurisdiction.

ARTICLE X – INSURANCE

- 10.1 Types of Coverage Required. At all times during the Term, Tenant shall keep the Premises covered, at Tenant's sole cost and expense, by the following types of insurance:
- (a) Fire, vandalism and extended coverage multi-peril insurance in an amount equal to 100% of the full replacement cost of the leased premises. Any policy providing such coverage shall contain the so called "special causes of loss" endorsement and the full replacement cost endorsement.
 - (b) Commercial general liability insurance, providing coverage against claims for personal injury or property damage (to be written on an "occurrence" basis, not a "claims made" basis) with limits of at least One Million Dollars (\$1,000,000) per occurrence, and One Million Dollars (\$1,000,000) in the aggregate per policy year, for bodily injury or death and property damage liability.
 - (c) Wind insurance in an amount equal to 100% of the full replacement cost of the leased premises.
 - (d) Workers compensation coverage (as required by law).
 - (e) Coverage against such other hazards and in such amounts as the holder of any mortgage to which this Lease is subordinate may from time to time require.
- 10.2 Policies' Requirements. All insurance policies required to be maintained by Tenant shall be obtained through insurers with recognized responsibility and/or ratings acceptable to Landlord and shall:
- (a) with respect to the commercial general liability insurance, name Tenant as primary insured and name Landlord, Landlord's Managing Agent, and all of Landlord's Affiliates of whom Landlord advises Tenant in writing, as additional insured's;
 - (b) if Landlord so requires, be payable to the holder of any mortgage, as the interest of such holder may appear, pursuant to a standard mortgagee clause;

- (c) to the extent obtainable, provide that any loss shall be payable to Landlord or to the holder of any mortgage notwithstanding any act or omission of Tenant (other than non-payment of premiums) which might otherwise result in forfeiture of such insurance; and
- (d) not be canceled without at least thirty (30) days prior written notice to Landlord and to the holder of any mortgage to whom loss hereunder by be payable.

10.3 Delivery of Evidence. Within fifteen (15) days after the Start Date, Tenant shall deliver to Landlord satisfactory proof of insurance (such as a duplicate policy, binder, or Certificate of Insurance) that Tenant has complied with the requirements in this Article X. Within fifteen (15) days after the premium of each such policy is due, Landlord shall be furnished with satisfactory evidence of payment of such premium.

10.4 Increase in Landlord's/Other Tenants' Premiums. If, because of anything done, caused, or permitted to be done by Tenant or any of Tenant's Affiliates, the insurance premiums for Landlord's or other tenants' insurance policies related to the Property shall be higher than they would otherwise be, Tenant shall reimburse Landlord and such other tenants for their additional premiums paid, within ten (10) days after receiving proof of such payment and a statement reflecting the amount of the increase.

10.5 Landlord May Purchase Insurance. If Tenant fails to provide for the coverages required herein, Tenant authorizes Landlord to purchase such coverage on Tenant's behalf and at Tenant's sole cost.

ARTICLE XI – ASSIGNMENTS

11.1 Assignment by Tenant Requires Landlord's Consent. Tenant may not assign, transfer, sublet, mortgage, pledge, or otherwise encumber (hereinafter collectively referred to as an "assignment") this Lease or the Premises or any part thereof without prior written consent of Landlord, which shall not be unreasonably withheld, as more fully described below. The term "assignment" shall include a sale of substantially all of the assets or the shares or ownership interests of the Tenant. The consent by Landlord to an assignment of this Lease shall not in any way be construed to relieve Tenant from obtaining Landlord's written consent to any further assignment. An attempted transfer of an interest in this Lease or the Premises without Landlord's prior written approval shall be null and void. Tenant agrees to pay the reasonable costs and attorney's fees of Landlord in connection with Tenant's request for Landlord's approval of any assignment.

11.2 Tenant Still Liable. Notwithstanding any such assignment, Tenant shall at all times remain fully responsible and liable for the payment of Rent hereunder and for the performance and compliance of all of the obligations of Tenant under the terms, covenants, and conditions of this Lease.

11.3 Requirements for Assignment by Tenant. After Tenant obtains Landlord's consent, any assignment of this Lease shall be upon the express condition that the assignee and Tenant shall promptly execute, acknowledge, and deliver to Landlord an agreement in form and substance satisfactory to Landlord whereby the assignee agrees to be personally bound by the terms, covenants, and conditions of this Lease and shall contain the agreement of the assignee thereunder that, upon default of this Lease and upon Landlord's written request, it will pay all rents under the assignment directly to Landlord. If this Lease, the Premises, or any part thereof is assigned or occupied by anyone other than Tenant, Landlord, after default by Tenant hereunder, may collect Rent from such assignee or occupant, as the case may be, and apply the net amount collected to the Rent due hereunder. No such assignment, occupancy, or collection shall be deemed a waiver of the requirements set forth in this Article XI or be deemed the acceptance by Landlord of such assignee or occupant as a tenant or be deemed a release of Tenant from the future performance by Tenant of

its obligations contained in this Lease. Tenant shall be liable for all expenses, including leasing expenses, associated with any assignment.

11.4 Further Requirements for Certain Assignments. If Landlord consents to a proposed assignment of all or substantially all of the Premises, then in addition to the other requirements of an assignment as set forth in this Article XI, the written instrument of consent shall be executed and acknowledged by Landlord, Tenant, and the assignee and shall contain provisions substantially similar to the following:

- (a) Assignee's Defaults. Tenant and the assignee hereby agree that, if the assignee shall be in default of any obligation of assignee under the assignment, which default also constitutes a default by Tenant under this Lease, then Landlord shall be permitted to avail itself of all of the rights and remedies available to Tenant, as Landlord, in connection with such assignment.

- (b) Landlord's Rights. Without limiting the generality of the foregoing, Landlord shall be permitted (by assignment of a cause of action or otherwise) to institute an action or proceeding against the assignee in the name of Tenant in order to enforce Tenant's rights under the assignment, and also shall be permitted to take all ancillary actions (e.g., serve default notices and demands) in the name of Tenant as Landlord reasonably shall determine to be necessary.

- (c) Tenant's Cooperation. Tenant shall cooperate with Landlord, and to execute such documents as are reasonably necessary, in connection with the implementation of Landlord's foregoing rights.

- (d) Tenant Remains Liable. Tenant acknowledges and agrees that the exercise by Landlord of any of the foregoing rights and remedies shall not constitute an election of remedies, and shall not in any way impair Landlord's entitlement to pursue other rights and remedies directly against Tenant.

11.5 Assignment Does Not Affect Permitted Use. No assignment or use of the Premises shall affect the Permitted Use of the Premises as provided for in this Lease.

11.6 Assignment for Higher Rent. If at any time Tenant makes an assignment for Rent higher than that stated in this Lease, then one-half ($\frac{1}{2}$) of the increased Rent shall be paid to the Landlord, and one-half ($\frac{1}{2}$) of the increased Rent may be retained by the assignor.

11.7 Landlord May Lease to Assignee. Notwithstanding anything in this Article XI to the contrary, in the event Tenant wishes to assign this Lease, Landlord may instead choose to release Tenant under this Lease and enter into a new lease directly with the proposed assignee, instead of consenting or not consenting to the proposed assignment. Landlord may exercise this option at its sole discretion. Landlord may condition any such release of Tenant hereunder on the execution of a new lease with the proposed assignee on such terms and conditions as Landlord may, in its sole discretion, desire.

11.8 Assignment by Landlord. Landlord may assign, transfer, mortgage, pledge, or encumber its interest in this Lease, the Property, or the Premises for any purpose. If Landlord's transferee agrees in writing to assume all of Landlord's obligations hereunder, Landlord shall be released of its obligations hereunder.

ARTICLE XII – DEFAULT

12.1 Default; Remedies. If Tenant defaults in the payment of any Rent or other payment when due under the terms of this Lease, and such default in payment continues for a period of three (3) business days after receipt by Tenant of written notice thereof (Tenant hereby acknowledges that it shall be responsible for any late payment penalty provided for in ¶4.1 above that is incurred during or after

such cure period), or in the event the Tenant abandons or repudiates this Lease in writing before the expiration of the Term, or commits any other act or omission constituting a breach of this Lease, and such breach continues for a period of thirty (30) days after receipt by Tenant of written notice thereof, or if there is a receiver appointed to take possession of all or substantially all of Tenant's Property or if there is a general assignment by Tenant for the benefit of creditors, or if Tenant, either voluntarily or involuntarily, files for protection under the United States Bankruptcy Act (except for an involuntary filing that Tenant causes to be lifted or withdrawn within sixty (60) days), all of which shall constitute breaches of this Lease by Tenant, then in such event, the Landlord may at its sole and exclusive discretion:

- (a) Terminate this Lease, effective upon delivery of written notice to Tenant, at which time Tenant shall pay to Landlord, and Landlord shall be entitled to recover as liquidated damages, in order to cover the unknown costs and expenses associated with termination and re-letting of the Premises and because of the uncertainty of Landlord's ability to find a new tenant(s), Landlord shall receive from Tenant, the then present value of the Monthly Base Rent and Additional Rent multiplied by six (6) months (which the parties hereto agree is a reasonable estimate or forecast of Landlord's actual damages in such instance); and Landlord shall have the immediate right to re-entry and may remove all persons and property from the Premises, by summary legal process or otherwise; or
- (b) Elect to re-enter and retake possession of the Premises without terminating this Lease, in which case Tenant shall not be deemed released from its obligations to pay Rent hereunder (including both Base Rent and Additional Rent) reserved for the entire remainder of the stated Term which shall, at the Landlord's option, be accelerated and become immediately due and payable by Tenant to Landlord. In no event shall Landlord be required to postpone or delay its lawsuit or action for damages or accelerated rent until the date when the Term would have expired or until such Rent would have become payable, had the Rent not been accelerated; provided however, that the option set forth in this subparagraph (b) shall not diminish in any respect Landlord's duty to mitigate its damages resulting from any breach giving rise to Landlord's exercise of this option; or
- (c) Elect to re-enter and retake possession of the Premises without terminating this Lease, for the account of Tenant, and Landlord shall make good faith efforts to re-let the Premises on as favorable terms, conditions and Rent as Landlord can reasonably obtain. In such case, Tenant shall be liable for Landlord's reasonable incidental and consequential damages including but not limited to, the cost to re-let the Premises, including but not limited to the reasonable cost of remodeling and/or building out the Premises for new tenant(s), the reasonable costs of realtor, broker or other commissions paid in connection with such re-letting, all reasonable attorney's fees and costs incurred in connection with removing Tenant and in collecting sums due Landlord from Tenant and in negotiating and drafting the new leases(s), and for any deficiency in rent to be received by Landlord as a result of any such re-letting of the Premises, in which event the rents received by Landlord from such re-letting shall be applied, first, to the payment of any costs and expenses Landlord incurs in regaining possession of the Premises from Tenant, including attorney's fees, second, to the payment of any costs and expenses of such re-letting including but not limited to brokerage fees, costs of such alterations and repairs as described above, and third, to the amount of rent and other charges payable by Tenant under the terms of this Lease. Tenant shall be liable to Landlord for any resulting deficiency in rents received after application of the foregoing costs, compared with rents to be received under the terms of this Lease.

- 12.2 Re-Entry Not a Termination. No re-entry or taking of the Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless written notice of such intention to terminate the Lease is given to Tenant, or the Premises are re-let, or unless the termination is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting or other action by Landlord, as described above, Landlord may at any time, elect to terminate this Lease for any breach, in which case Landlord shall be entitled to recover its damages described in ¶12.1(a) above.
- 12.3 Legal Fees. In the event Tenant defaults or breaches any term or condition of this Lease, and Landlord is put to the necessity of retaining an attorney as a result of such default or breach, then Tenant shall pay Landlord's reasonable attorney's fees, paralegal fees, legal assistant fees and court costs and expenses associated with Tenant's default or breach (through trial and all appeals).
- 12.4 Waiver of Notice. **TENANT WAIVES ANY RIGHT WHICH TENANT MAY HAVE UNDER FLORIDA STATUTE §83.20 OR ANY SUCCESSOR OR REPLACEMENT STATUTE OR AMENDMENT TO SUCH STATUTE, OR UNDER ANY OTHER LOCAL, STATE OR FEDERAL LAW, ORDINANCE, RULE OR REGULATION, TO RECEIVE ADVANCED NOTICE OF ANY DEFAULT OR OTHER NOTICE OF ANY DEFAULT OR OPPORTUNITY TO CURE ANY DEFAULT. TENANT'S RIGHTS IN THE EVENT OF DEFAULT SHALL BE LIMITED TO THE RIGHTS (INCLUDING, WITHOUT LIMITATION, THE RIGHTS TO NOTICE AND CURE OF DEFAULTS) SET FORTH IN THIS LEASE.**
- 12.5 Except as otherwise expressly set forth in this Lease, Tenant shall have any and all remedies available to it at law or in equity for a breach of Landlord hereunder.

ARTICLE XIII – MISCELLANEOUS

- 13.1 Surrender of Possession. At the expiration or earlier termination of this Lease, Tenant shall promptly quit and peaceably vacate, surrender, and yield up to Landlord, the Premises, together with any Structural Improvements, in broom-clean and in the same condition as they were on the Start Date, reasonable wear and tear excepted. If furnished at Tenant's expense, all removable trade fixtures (trade fixtures do not include fire or security systems), professional equipment, business equipment, and other items of Tenant's Property shall not be deemed to be included in Structural Improvements and may be removed by Tenant provided that Tenant is not in default hereunder and that such removal does not cause physical damage to the Premises or the Property.

Notwithstanding anything in the foregoing to the contrary, Landlord may give notice to Tenant (a "Removal Notice") within ten (10) days after the expiration or termination of this Lease, requiring Tenant at Tenant's sole expense to remove any or all Structural Improvements within the time period specified by Landlord, and to restore the Premises to the condition existing before such improvements were made, reasonable wear and tear excepted.

The failure of Tenant to remove any improvements or property which it is entitled or required to remove hereunder shall be deemed to constitute an abandonment by Tenant, and such property shall thereupon become the property of Landlord; provided, however, that the cost of removal and disposal of such property, if any, shall be paid by Tenant.

The provisions of this ¶13.1 shall survive the termination of this Lease.

- 13.2 Holdover. Any holdover by Tenant without a written agreement to extend its occupancy beyond the Term, shall cause the Base Rent to be increased two (2) times. During such time as Tenant shall continue to hold the Premises after the expiration of the Term, Tenant shall be regarded as a month-to-month tenant; subject, however, to all the terms and provisions hereunder.

- 13.3 Notices. Any notice or demand shall be given in writing personally, by email, by registered or certified mail (return receipt requested), or by private overnight carrier (e.g. FedEx), addressed to (i) Landlord at the address at the head of this Lease, or at such other address indicated to Tenant in writing, or (ii) Tenant at the Premises. Notice shall be deemed effective upon receipt.
- 13.4 ADA. It shall be Tenant's responsibility to comply with applicable provisions of the ADA within the Premises occupied by Tenant.
- 13.5 Disclosure of Broker. Tenant represents and warrants to Landlord that Tenant has not dealt with any real estate broker other than those named, if any, on the first page hereof.
- 13.6 Subordination.
- (a) Generally. This Lease is subject and subordinate in all aspects to (i) any mortgage or security instrument (hereafter a "Mortgage") which may now or at any time hereafter be placed on or affect this Lease, the Building, the Property, or the Premises, or Landlord's interest or estate therein, (ii) each advance made or hereafter to be made under any such Mortgage, (iii) all renewals, modifications, consolidations, replacements, and extensions thereof and all substitutions therefor, and (iv) to such mortgagee's exercise of all other rights regarding the Premises or the Property. This ¶13.6 shall be self-operative, and no further instrument of subordination shall be required.
 - (b) Confirmation of Subordination. In confirmation of such subordination, Tenant shall execute and deliver, within five (5) days of receipt, any certificate acknowledging or confirming such subordination and any other terms that Landlord or any mortgagee, secured interest holder, or their respective successors in interest may request from time to time. In the event Tenant shall fail or neglect to execute, acknowledge, or deliver any such certificate, Landlord, in addition to any other of its remedies, may, as Tenant's attorney-in-fact, execute, acknowledge and deliver same.
 - (c) Mortgagee May Cure Default. If the Premises or the Property is, at any time, subject to a mortgage, and if Tenant has received written notice, any mortgagee shall have the right, but not the obligation, to cure any default on the part of the Landlord of its obligations under this Lease. Tenant shall accept any cure offered by any such mortgagee as if it were made by Landlord.
- 13.7 Radon Gas - Notice to Prospective Tenant. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Sarasota County Public Health Unit, pursuant to Section 404.056(6), Florida Statutes.
- 13.8 Hazardous Materials. Tenant agrees that the Premises or the Property shall not be used for the discharge or storage of any "hazardous substance" as such term may be defined in any federal, state, or local statute, rule, regulation, or ordinance. Tenant agrees to defend, indemnify and hold harmless Landlord (and Landlord's Affiliates) from and against any and all Losses, including strict liability, paid, incurred, or suffered by or served against Landlord, by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, or release from the Premises, in connection with Tenant's operations thereon, of any hazardous substance, including

any such loss or liability arising under the Comprehensive Environmental Response, Compensation and Liability Act, and any similar federal, state, or local laws or ordinances. If Tenant receives any notice of: (i) the happening of any material event involving the escape, seepage, leakage, spillage, discharge, emission, release, or clean up of any hazardous substance on the Premises in connection with Tenant's operations thereon, or (ii) any complaint, order, citation, or material notice with regard to air emission, water discharge, or any other environmental health or safety matter affecting Tenant (an "environmental complaint") from any person or entity, Tenant shall immediately notify Landlord orally and in writing of said notice. Any breach of any warranty or representation contained in this ¶13.8 shall be an event of default under Article XII.

13.9 Waiver of Jury Trial. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER OR ANY MATTERS ARISING OUT OF OR CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR CLAIM OF INJURY OR DAMAGE. TENANT AGREES THAT THIS LEASE MAY BE MADE A PART OF THE RECORD IN ANY LITIGATION TO ENFORCE THE TERMS AND CONDITIONS OF THIS LEASE.

13.10 Abandonment. Tenant is expected to occupy the Premises. If Tenant has removed substantially all belongings or ceased to utilize the Premises for more than ten (10) continuous days, the Premises will be considered to have been abandoned. No period of vacancy or abandonment shall relieve Tenant of its obligations under this Lease. By signing this Lease, Tenant agrees that upon surrender or abandonment, Landlord shall not be liable or responsible for storage or disposition of Tenant's Property.

13.11 Estoppel Certificates. Tenant shall, within fifteen (15) days after receipt of any written request from Landlord, execute, acknowledge and deliver to Landlord (or such other persons designated by Landlord), a certificate in a form reasonably satisfactory to Landlord certifying (i) that this Lease is unmodified and in full force and effect (or that this Lease is in full force and effect as modified, and stating the modifications), (ii) the amount of Monthly Base Rent, (iii) the dates to which Rent has been paid in advance, (iv) the amount of the Security Deposit, and (v) any other information reasonably requested by Landlord. If Tenant fails to execute and deliver any such certificate within said fifteen (15) day period, then (a) such failure shall constitute a material default by Tenant hereunder, and in such event Tenant agrees to pay to Landlord as liquidated damages therefor (and in addition to all equitable remedies available to Landlord) an amount equal to \$150.00 per day for each day that Tenant fails to so deliver such certificate to Landlord after the expiration of the fifteen (15) day period, and (b) Tenant irrevocably appoints Landlord as its attorney-in-fact, in Tenant's name, to execute such instrument.

13.12 Landlord's Security Interest. Tenant hereby grants Landlord a first priority security interest (pursuant to the Florida Uniform Commercial Code) in all of Tenant's Property, to secure Tenant's payment of Rent performance of other obligations hereunder. None of Tenant's Property or fixtures shall be removed from the Premises or the Property after the occurrence of a default, unless Landlord gives its prior written consent. Tenant shall from time to time execute any financing statement and other instruments necessary to perfect the security interest granted herein and to carry out the terms of this ¶13.12. Upon the occurrence of an event of default by Tenant hereunder, Landlord shall have the option, in addition to any other remedies provided herein or by law, to enter upon the Premises with or without Tenant's permission, and to take possession of any and all of Tenant's Property, without liability for trespass or conversion and to enforce the security interest hereby granted in any manner provided by law or equity.

13.13 Tenant Entity or Individual. If Tenant executes this Lease as an entity (including but not limited to a corporation, general or limited partnership, limited liability company, limited liability partnership,

etc.), then each of the persons executing this Lease on behalf of Tenant does hereby covenant, warrant, and represent that Tenant is a duly organized and validly existing entity, that Tenant has and is qualified to do business in the State of Florida, that the entity has full right and authority to enter into this Lease, and that each and all persons signing on behalf of the entity were authorized to do so. Upon Landlord's request, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord confirming the foregoing covenants and warranties. If Tenant executes this Lease as an individual, Tenant does hereby covenant, warrant, and represent that his/her legal residence address and social security number is that set forth on the first page hereof and Tenant is personally liable for all terms herein.

- 13.14 Relocation of Tenant. Landlord, at its sole expense, on at least sixty (60) days prior written notice, may require Tenant to move from the Premises to another suite of comparable or greater size and decor in order to permit Landlord to consolidate the Premises with other adjoining space leased or to be leased to another present or future tenant of the Building. In the event of any such relocation, Landlord will pay all the expenses of moving Tenant's furniture and equipment to the new Premises and of preparing and decorating the new Premises so that such new Premises will be substantially similar to the initial Premises. Occupancy of the new Premises shall be under and pursuant to the terms of this Lease.
- 13.15 Time is of the Essence. Time is of the essence in fulfilling all terms and conditions of this Lease.
- 13.16 No Waiver. The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement herein, or to exercise any option, right, power or remedy contained in this Lease, shall not be construed as a waiver of or a relinquishment thereof in the future. The consent or approval of Landlord to or of any act by Tenant of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
- 13.17 Entire Agreement; Modifications. This Lease (including any exhibits hereto) constitutes the entire agreement between the parties, and there are no oral or other agreements or representations, with respect to the subject matter hereof (any such oral or other agreements and/or representations shall be deemed superseded by, and merged into, this Lease). Tenant confirms that Tenant has relied solely upon the terms of this Lease, and not upon any contrary statements by any agents or representatives of Landlord. This Lease may only be modified or amended, by a written instrument signed by both parties.
- 13.18 Severability. If any term or provision of this Lease shall be determined to be invalid or unenforceable, such provision shall be deemed severed from this Lease, and the remaining terms and provisions hereof shall remain in full force and effect.
- 13.19 Cumulative Remedies. Landlord's various rights and remedies in this Lease are cumulative, and shall be in addition to any other right or remedy now or hereafter existing at law, in equity, or by statute.
- 13.20 Captions; Headings. Captions used herein are for convenience only, and shall not be used to define, limit, modify, amplify, explain, or aid in interpreting or construing any provisions of this Lease.
- 13.21 Joint Tenants. If Tenant shall be two or more persons or entities, each such person or entity shall be jointly and severally liable for the payment of all sums due to Landlord from Tenant under this Lease and the performance of all of Tenant's covenants, agreements, and obligations under this Lease.
- 13.22 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

Landlord Initials_____ Tenant Initials_____

13.23 Successors and Assigns. The provisions of this Lease shall bind and inure to the benefit of Landlord, Tenant, and their respective successors, heirs, legal representatives and (where permitted) assigns.

13.24 Governing Law: Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to the "conflicts-of-laws" principles thereof). Any litigation brought by either party to interpret or enforce this Lease shall be brought in Sarasota County, Florida.

13.25 Exhibits; Schedules; Addenda. Each and every Exhibit, Schedule, and Addendum to this Lease is hereby incorporated herein and is made an integral part hereof.

13.26 Tenant shall be open for business a MINIMUM of forty (40) hours per week.

13.27 Tenant shall maintain at least one interior light on Fruitville Road frontage for purposes of display.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate, to be effective as of the Execution Date.

WITNESSES:

LANDLORD:

Signature

Signature

Print name

Print Name

Signature

Title

Print Name

Date

TENANT(S):

Signature

Signature

Print Name

Print Name

Date

Signature

Print Name

Signature

Print Name

Date

Landlord Initials_____ Tenant Initials_____