

Nov 2013

COMMERCIAL LEASE

LEASE

THIS COMMERCIAL LEASE INSTRUMENT IS ENTERED INTO IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 83 OF THE FLORIDA STATUTES. NOTHING HEREIN SHALL BE CONSTRUED AS CONVEYING TO THE TENANT ANY LEGAL OR EQUITABLE TITLE OR CLAIM TO TITLE IN THE LAND OR THE IMPROVEMENTS LOCATED UPON THE LAND DESCRIBED HEREIN. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS INSTRUMENT IS INTENDED TO GRANT A LEASEHOLD INTEREST IN THE PREMISES TO THE TENANT FOR A TERM OF YEARS ONLY UPON THE TERMS AND CONDITIONS SET FORTH HEREIN.

THIS COMMERCIAL LEASE (hereinafter referred to as the "Lease") entered into as of November 1, 2013, by and between Ausdan Investments, LLC (hereinafter referred to as the "Landlord" as successor in interest to Mark and Julie Smith), and DASUMAKIM LLC d/b/a Sunshine Coin Laundry (hereinafter referred to as the "Tenant"), whose business address is 700 West Livingston St. Orlando, Florida, in accordance with the terms and conditions set forth herein.

WITNESSETH

The parties hereto have previously entered into a lease for the Premises and now desire as at November 1, 2013, to terminate, replace and supersede that prior lease with the terms and conditions hereinafter set forth:

I. GENERAL TERMS.

1.1 *Consideration.* Landlord and Tenant enter into this Lease in consideration of the payment by Tenant of the rents herein reserved and the keeping, observance and performance by Tenant of the leasehold covenants and agreements herein contained.

1.2 *Exhibits and Addenda to Lease.* The Exhibits and Addenda listed below shall be incorporated into this Lease as a mutual part hereof. In the event of any inconsistency between such Exhibits and Addenda and the terms and provisions of this Lease, the terms and provisions of the Exhibits and Addenda shall be controlling. The Exhibits and Addenda to this Lease are:

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| Exhibit A | - | Legal description, Premises and Improvements (hereinafter referred to as the "Property or Premises"); |
| Exhibit B | - | Environmental Compliance; |
| Exhibit C | - | Sign Criteria; |
| Addendum 1 | - | Guaranty of Lease; |
| Addendum 2 | - | Commercial Lease Buy-Out Option; |
| Addendum 3 | - | Right of First Refusal |
| Addendum 4 | - | Option to Renew |
| Addendum 5 | - | Parramore Façade Improvement Program |

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4505

Notice Suncoast 2014
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II. DEMISE OF PREMISES.

2.1 *Demise.* Subject to the provisions, covenants and agreements herein contained, Landlord hereby leases and demises to Tenant, and Tenant hereby leases from Landlord, the Premises as hereinafter defined, together with a right to use the Parking Area, as hereinafter defined, for the Lease Term as hereinafter defined, subject to existing covenants, restrictions, easements and encumbrances affecting the same.

2.2 *Premises.* "Premises" shall mean the Land described in Exhibit A together with the Building located at 700 West Livingston St Orlando, Florida and the improvements, landscaping and any fixtures and personal property used in operation and maintenance of the Land, Building and Improvements, other than fixtures and personal property of Tenant and other users of space in the Building.

2.3 *Common Facilities.* "Common Facilities" shall mean all of the Premises except the interior of Tenant's Premises. Common Facilities shall include the parking area and any walks, driveways, lobby areas, halls, stairs, elevator(s) and restrooms designated for common use by Tenant and other users of space in the Building.

2.4 *Parking Area.* "Parking Area" shall mean that portion of the Property which is for the parking of motor vehicles. The Parking Area is to be shared by Tenant in common with other users of space in the Building if any.

2.5 *Use of Common Facilities.* Tenant is hereby granted the non-exclusive right to use, in common with other users of space in the Building, so much of the Common Facilities as are needed for the use of the Premises.

2.6 *Covenant of Quiet Enjoyment.* If Tenant complies with each of its obligations hereunder, it shall peacefully have and enjoy the possession of the Premises and Property during the term of this Lease.

2.7 *Condition of Premises.* Tenant covenants and agrees that, upon taking possession of the Premises, it will have accepted the Premises "as-is", and Tenant waives any warranty of condition or habitability, suitability for occupancy, use of habitation, fitness for a particular purpose, or of merchantability, express or implied, relating to the Premises or Property.

III. TERM OF LEASE.

3.1 *Lease Term.* This Lease term is for six and a half (6.5) years and shall commence on the first (1) day of November, 2013 (hereinafter referred to as the "Commencement Date"), and it shall expire (unless sooner terminated or extended as herein provided) at 12:00 Midnight on the thirtieth (30) day of April, 2019 (hereinafter referred to as the "Expiration Date") (for purposes of this Lease the period of time between the Commencement Date and the Expiration Date is hereinafter referred to as the "Term").

IV. RENT AND OTHER AMOUNTS PAYABLE.

See last page

4.1 *Annual Rent.* Tenant shall pay Landlord without demand, and without any deduction or set off, annual rent ("Annual Rent") as follows:

	<u>Annual Rent</u>	<u>Monthly Rent</u>	<u>Monthly CAM</u>
Commencement through Expiration Date	\$ 51,000.00	\$ 4,250.00	Reimbursed annually

The first Lease year is the first twelve full months following the Commencement Date. Each succeeding twelve full month period shall also constitute an additional Lease year. Tenant shall further pay as Additional Rent any sales or use tax imposed on rents collected by Landlord and any ad valorem taxes on the Premises and Building.

Unless expressly otherwise provided herein, Rent shall commence on the Commencement Date.

4.2 *Monthly Rent.* Base Rent shall be payable monthly in advance, in equal installments in the amounts set forth above in U.S. Dollars (hereinafter referred to as "Rent"), commencing on the Commencement Date and continuing on the same day of each month thereafter for the balance of the Lease Term.

4.3 *Additional Rent.* Tenant covenants and agrees to pay, as additional rent, the following: (i) all costs and expenses relating to the Common Facilities as set forth herein; and (ii) all costs and expenses relating to the Property and the Building; (iii) all Taxes and Assessments (as defined in Article V below); (iv) all insurance costs (as provided in Article VI below); (v) all utility charges (as provided in Section 7.1 below); (vi) all operating expenses (as provided in Section 7.2 below); (vii) all maintenance and repair expenses (as provided in Section 7.3 below); (viii) all the HVAC Expense (as defined in Section 4.7 below) (collectively referred to herein as "Additional Rent").

4.4 *Payments.* All Rent, Additional Rent and all other sums payable by Tenant to Landlord under this Lease shall be paid to Landlord monthly in advance on the first day of the month, for each and every month of the Term, at the place for payments specified for notices in Section 13.19, or such other place as Landlord may, from time to time, designate in writing (hereinafter referred to as the "Payments"). Landlord shall be entitled to immediately collect an administrative late fee from Tenant of \$250.00 if any monthly rental payment or other Payments due under this Lease are not received within five (5) days of the date when due, and a separate bad check fee of \$50.00.

4.5 *Lease a Net Lease and Rent Absolute.* It is the intent of the parties that the Base Rent provided in this Lease shall be a net payment to Landlord; that the Lease shall continue for the full Lease Term, including any damage or destruction affecting the Premises, except as otherwise specifically provided in this Lease; that the Base Rent shall be absolutely payable without offset, reduction or abatement for any cause except as otherwise specifically provided in this Lease; that Landlord shall not bear any costs or expenses relating to the Premises or provide any services or do any act in connection with the Premises except as otherwise specifically provided in this Lease.

4.6 *Tenant's Proportionate Share.* "Tenant's Proportionate Share" shall mean the percentage derived by dividing the rentable square footage of the Premises, as set forth in Section 2.3, by the rentable square footage within the Building as set forth in Section 2.5, as applicable. In the event that the Tenant occupies 100% of any Building, then its Proportionate share shall be 100%. **Tenant's Proportionate Share under this Lease is One Hundred percent (100%).**

4.7 *Rent and Additional Rent.* Tenant covenants and agrees to pay to Landlord, monthly in advance, without notice, on each day that payment of Monthly Rent is due, all Rent and Additional Rent.

4.8 *Pro-rations.* All payments under this Lease shall be prorated between Landlord and Tenant to reflect the Commencement Date and the Expiration Date accordingly. In the event of any termination of this lease prior to the Expiration Date, Tenant shall remain liable without pro-ration for the full amount of any Insurance obligations, taxes or assessments.

4.9 *Security Deposit.* Tenant has deposited with Landlord, the sum of \$5,000.00 as a security deposit ("Security Deposit"). The Security Deposit shall be retained by Landlord and may be applied by Landlord, to the extent necessary, to pay and cover any loss, cost, damage or expense, including attorney's fees sustained by Landlord by reason of the failure of Tenant to comply with any provision, covenant or agreement of Tenant contained in this Lease. To the extent not necessary to cover such loss, cost, damage or expense, the Security Deposit shall be returned to Tenant within thirty (30) days after expiration of the Lease Term, or as may be otherwise provided by law. The Security Deposit shall not be considered as an advance payment of rent or as a measure of the loss, cost, damage or expense which is or may be sustained by Landlord, and shall not be applied as an offset to the last month's rent due from Tenant. In the event all or any portion of the Security Deposit is applied by Landlord to pay any such loss, cost, damage or expense, Tenant shall, from time to time, promptly upon demand, deposit with Landlord such amounts as may be necessary to replenish the Security Deposit to its original amount.

V. TAXES AND ASSESSMENTS.

5.1 *Covenant to Pay Taxes and Assessments.* Tenant covenants and agrees to pay, as Additional Rent, all the Taxes and Assessments, which are billed during any calendar year falling partly or wholly within the Lease Term, payable pursuant to the provisions for Payments. "Taxes and Tax Assessments" shall mean all taxes (real or personal) and assessments, general or special, ordinary or extraordinary, of every kind or nature, which may be levied, assessed or imposed upon or with respect to the Property, Premises or any part thereof.

5.2 *Special Assessments.* In the event any Taxes or Assessments are payable in installments over a period of years, Tenant shall be responsible only for installments billed during the calendar years within the Term.

5.3 *New or Additional Taxes.* Tenant's obligation to pay Tenant's Pro Rata Share of Taxes and Assessments shall include any Taxes and Assessments of a nature not presently in effect but which may hereafter be levied, assessed or imposed upon Landlord or upon the Property if such tax shall be based upon or arise out of the ownership, use or operation of the Property or Premises, other than income taxes of Landlord.

5.4 *Landlord's Sole Right to Contest Taxes.* Landlord shall have the sole right to contest any Taxes or Assessments. Landlord shall pay to or credit Tenant with Tenant's Pro Rata Share of any abatement, reduction or recovery of any Taxes and Assessments attributable to the Lease Term, less Tenant's Proportionate Share of all costs and expenses incurred by Landlord, including attorneys' fees, in connection with such abatement, reduction or recovery.

VI. INSURANCE.

6.1 *Casualty Insurance.* Landlord covenants and agrees to obtain and keep in full force and effect during the Lease Term, Casualty Insurance as hereinafter defined. "Casualty Insurance" shall mean fire and extended coverage insurance with respect to the Property, in an amount equal to the full replacement cost thereof, with coinsurance clauses of no less than full replacement cost of the Property, and with coverage, at Landlord's option, by endorsement or otherwise, for all risks, vandalism and malicious mischief, sprinkler leakage, boilers, and rental loss and with a deductible in an amount for each occurrence as Landlord, in its sole discretion, may determine from time to time. Casualty Insurance obtained by Landlord need not name Tenant as an insured party but may, at Landlord's option, name any mortgagee or holder of a deed of trust as an insured party as its interest may appear. Tenant covenants and agrees to pay the cost of Casualty Insurance obtained by Landlord as Additional Rent, payable pursuant to the provisions in this Lease for Payments.

6.2 *Liability Insurance.* Tenant covenants and agrees at its expense to obtain and keep in full force and effect during the Lease Term Liability Insurance as hereinafter defined. "Liability Insurance" shall mean comprehensive general liability insurance covering public liability with respect to the ownership, use and operation of the Premises, with combined single limit coverage of not less than \$1,000,000, with endorsements for assumed contractual liability with respect to the liabilities assumed by Tenant under Section 8 of this Lease, and with no deductible, retention or self-insurance provision contained therein, unless otherwise approved in writing by Landlord. Landlord covenants and agrees to obtain and keep in full force and effect during the Lease Term public liability insurance with respect to the ownership, use and operation of the Property, and the Common Facilities, but excluding the Premises and space leased to other tenants, with combined single limit coverage of not less than \$1,000,000.

6.3 *General Provisions Respecting Insurance.* Except as otherwise approved in writing by Landlord, all insurance obtained by Tenant shall be on forms and with insurers selected or approved by Landlord, which approval shall not be unreasonably withheld; shall name Landlord and the holder of any first mortgage or deed of trust encumbering the Property as additional insured parties, as their interests may appear; shall contain a waiver of rights of subrogation as among Tenant, Landlord and the holder of any such first mortgage or deed of trust; and shall provide, by certificate of insurance or otherwise, that the insurance coverage shall not be cancelled or altered except upon thirty (30) days prior written notice to Landlord and the holder of any such first mortgage or deed of trust. Certificates of insurance obtained by Tenant shall be delivered to Landlord, who may deposit the same with the holder of any such first mortgage or deed of trust. In the event that Tenant fails to maintain any insurance coverage as required in this Lease, then the Landlord shall be entitled to immediately obtain insurance coverage and shall be entitled to charge the cost of such coverage as Additional Rent and an administrative fee of \$500.00 US, to be fully reimbursed on the subsequent monthly Payment. Tenant shall provide Landlord proof of required insurance coverage on the Commencement Date.

6.4 *Cooperation in the Event of Loss.* Landlord and Tenant shall use their best efforts to cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery. Tenant shall be responsible for obtaining, at Tenant's cost and expense, insurance coverage for property of Tenant and for business interruption of Tenant, and Tenant shall have no claim against Landlord for damage to its property or interruption of its business whether or not it insures the same unless such damage was caused by the gross negligence or willful misconduct of the Landlord.

VII. UTILITY, OPERATING, MAINTENANCE AND REPAIR EXPENSES.

7.1 *Utility Charges.* Tenant covenants and agrees to pay all charges for water, sewage disposal, gas, electricity, light, heat, power, telephone or other utility services used, rendered or supplied to or for the Premises and to contract for the same in Tenant's own name. Tenant also covenants and agrees to pay to Landlord its proportionate share of any such charges relating to Common Facilities or which are not separately metered, or billable to the Building leased or held for lease to tenants, such charges to be payable as Additional rent pursuant to the provisions for Payments.

7.2 *Operating Expenses.* Tenant covenants and agrees to pay all costs and expenses relating to utilities, trash and garbage disposal, janitorial and cleaning services, gardening and landscaping services, security services, parking areas, sidewalks and driveways serving the Premises, painting, replacement of damaged or broken glass and other breakable materials in or serving the Premises and replacement of lights and light fixtures in or serving the Premises, and to contract for the same in Tenant's own name.

7.3 *Maintenance and Repair Expenses.* Tenant covenants and agrees at its expense to maintain, repair, replace and keep the Premises and all improvements, fixtures and personal property thereon in good, safe and sanitary condition, order and repair and in accordance with all applicable laws, ordinances, orders, rules and regulations (including, without limitation, the Americans with Disabilities Act "ADA") of governmental authorities having jurisdiction, now existing or hereafter enacted; to pay all costs and expenses in connection therewith; and to contract for the same in Tenant's own name. Such costs and expenses as to Common Facilities may include, but are not limited to the costs and expenses of maintenance and upkeep of HVAC systems, plumbing, electrical, non-structural improvements, windows, doors, lighting, flooring, grass, trees, shrubs and landscaping, including replanting where necessary; keeping parking areas, landscaped areas, sidewalks and driveways safe and secure (with guards or watchmen where Landlord deems necessary) and free from litter, dirt, debris, snow, and obstructions; and ordinary maintenance and repair of the Property and Improvements. All maintenance and repairs by Tenant shall be done promptly, in a good and workmanlike fashion, and without diminishing the original quality of the Premises or the Property. Landlord shall be responsible for and shall bear the costs and expenses of replacement of, or extraordinary maintenance and repairs to, roofs, exterior walls, and structural elements of the Building and Improvements that are not easily accessible (i.e., under slab or contained within enclosed walls), unless the need for such replacement or repair is caused by the act or neglect of Tenant.

VIII. TENANT COVENANTS.

8.1 *Limitation on Use by Tenant.* Tenant covenants and agrees to use the Premises only for the use of coin operated laundry and for no other purposes, except with the prior written consent of Landlord.

8.2 *Compliance with Laws.* Tenant covenants and agrees that nothing shall be done or kept on the Property or Premises in violation of any law, ordinance, order, rule or regulation of any governmental authority having jurisdiction, and that the Premises shall be used, kept and maintained in compliance with any such law, ordinance, order, rule or regulation (now existing or hereafter enacted) and with the certificate of occupancy issued for the Building and the Premises. Tenant, in its use, occupancy and/or alteration of the Premises, shall, at its sole expense, comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, which shall impose any duty upon Landlord or Tenant with respect to the use and occupation of the Premises by Tenant subsequent to the Commencement Date, including without limitation, The Americans With Disabilities Act of 1990 (the "ADA"). Landlord shall, at its sole cost and expense, be responsible for delivering the Building and Premises in compliance with all laws, rules, orders, ordinances, or regulations of any state, federal, local, county, or municipal authority then in force, including, without limitation, the ADA, as of the Commencement Date. Following the Commencement Date, Landlord shall be required at its sole cost and expense to complete any structural alterations to the Building and/or common areas required to comply with any laws, rules, orders, ordinances or regulations of any state, federal, local, county or municipal authority applicable to the Building and/or common areas, including, without limitation, the ADA; and, to the extent that Tenant makes any alterations to the Premises subsequent to the Commencement Date in accordance with the terms hereof, Tenant shall be required, at its sole cost and expense, to complete any such alterations to the Premises required to comply with any laws, rules, orders, ordinances or regulations of any state, federal, local, county or municipal authority applicable to the Premises, including, without limitation, the ADA.

If either party receives any notices alleging violation of ADA relating to any portion of the Building or of the Premises; any written claims or threats regarding non-compliance with ADA and relating to any portion of the Building or of the Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding non-compliance with ADA and relating to any portion of the Building or of the Premises, then such party

shall, within ten (10) days after receipt of such, advise the other party in writing, and provide the other party with copies of any such claim, threat, action or investigation (as applicable).

8.3 *Compliance with Insurance Requirements.* Tenant covenants and agrees that nothing shall be done or kept on the Premises which might make unavailable or increase the cost of insurance maintained with respect to the Premises or the Property, which might increase the insured risks or which might result in cancellation of any such insurance.

8.4 *No Waste or Impairment of Value.* Tenant covenants and agrees that nothing shall be done or kept on the Premises or the Property which might impair the value of the Premises or the Property, or which would constitute waste.

8.5 *No Hazardous Use.* Tenant covenants and agrees that nothing shall be done or kept on the Premises or the Property and that no improvements, changes, alterations, additions, maintenance or repairs shall be made to the Premises which might be unsafe or hazardous to any person or property. Tenant shall at all times comply with its representations, warranties and covenants as set forth in Exhibit B Environmental Compliance.

8.6 *No Structural or Overloading.* Tenant covenants and agrees that nothing shall be done or kept on the Premises or the Building and that no improvements, changes, alterations, additions, maintenance or repairs shall be made to the Premises which might impair the structural soundness of the Building, which might result in an overload of the weight capacity of floors or of electricity lines serving the Building, or which might interfere with electric or electronic equipment in the Building or on any adjacent or nearby property. In the event of violations hereof, Tenant covenants and agrees to remedy immediately the violation at Tenant's expense and in compliance with all requirements of governmental authorities and insurance underwriters.

8.7 *No Nuisance, Noxious or Offensive Activity.* Tenant covenants and agrees that no noxious or offensive activity shall be carried on upon the Premises or the Property; nor shall anything be done or kept on the Premises or the Property which may be or become a public or private nuisance or which may cause embarrassment, disturbance, or annoyance to others in the Building or on adjacent or nearby property.

8.8 *No Annoying Lights, Sounds or Odors.* Tenant covenants and agrees that no light shall be emitted from the Premises which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from the Premises which is unreasonably loud or annoying; and no odor shall be emitted from the Premises which is or might be noxious or offensive to others in the Building or on adjacent or nearby property.

8.9 *No Unsightliness.* Tenant covenants and agrees that no unsightliness shall be permitted on the Premises or the Property. Without limiting the generality of the foregoing, all unsightly conditions, equipment, objects and conditions shall be kept enclosed within the Premises; hallways adjoining the Premises may not be used for discarding or storing any materials; no refuse, scrap, debris, garbage, trash, bulk materials or waste shall be kept, stored or allowed to accumulate on the Premises or the Property except as may be enclosed within the Premises; all pipes, wires, poles, antenna and other facilities for utilities or the transmission or reception of audio or visual signals or electricity shall be kept and maintained underground or enclosed within the Premises or appropriately screened from view; and no temporary structure shall be placed or permitted on the Premises or the Property without the prior written consent of Landlord.

8.10 *No Animals.* Tenant covenants and agrees that no animals shall be permitted or kept on the Premises or the Property.

8.11 *Restriction on Signs and Exterior Lighting.* Tenant may install only such exterior signs as comply with Landlord's "Signage Criteria," a copy of which is attached as Exhibit C. Tenant covenants and agrees that no other signs or advertising devices of any nature shall be erected or maintained by Tenant on the Premises or the Property and no exterior lighting shall be permitted on the Premises or the Property except as approved in writing by Landlord. Tenant is responsible for Tenant signage at Tenant's sole cost and expense with Landlord's prior written approval, which approval shall not be unreasonable withheld.

8.12 *No Violation of Covenants.* Tenant covenants and agrees not to commit, suffer or permit any violation of any covenants, conditions or restrictions affecting the Premises or the Property.

8.13 *Restriction on Changes and Alterations.* Tenant may not make any structural or interior alterations which change the Premises from the condition that existed at the time Tenant takes possession thereof. If Tenant desires to have alterations made, Tenant shall provide Landlord with two (2) complete sets of construction drawings for Landlord's review and approval, which approval shall not be unreasonably withheld. Upon receiving Landlord's written approval of such plans, Tenant, at its sole cost and expense, shall then determine the cost of the work to be done, through a bid process to include no less than two (2) contractors, mutually agreed upon by both Landlord and Tenant. In the event Tenant agrees to a bid, it shall contract directly with said contractor and cause the work to be completed, at Tenant's sole cost and expense, or Tenant may withdraw its request for alterations. In the event the Tenant chooses to complete the alterations, Landlord reserves the right to approve all final plans and budgets and to require the Tenant to remove these alterations, upon vacating the Premises. If requested by Landlord at the termination of this Lease or vacation of the Premises by Tenant, Tenant shall restore (at Tenant's sole cost and expense) the Premises to the same condition as existed at the commencement of the term, ordinary wear and tear and damage by insured casualty only excepted. However, Landlord may elect to require Tenant to leave alterations performed for it unless at the time of such alterations Landlord agreed in writing that Tenant could remove them on expiration or termination of this Lease, and if Tenant does so remove Tenant shall repair any damage occasioned by such removal.

8.14 *No Mechanics Liens.* Tenant covenants and agrees not to permit or suffer, and to cause to be immediately removed and released, any mechanics, materialmen or other lien on account of supplies, machinery, tools, equipment, labor or material furnished or used in connection with the construction, alteration, improvement, addition to or repair of the Premises by, through or under Tenant. Tenant shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien, provided that Tenant shall give to Landlord such security as may be reasonably requested by Landlord to insure the payment of any amounts claimed, including interests and costs, and to prevent any sale, foreclosure or forfeiture of any interest in the Property on account of any such lien and provided that, on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with interests and costs, and will cause the lien to be released and any judgment satisfied. In the event that landlord deems in its sole discretion that Tenant is not proceeding with its best efforts to remove any lien or encumbrance, then landlord shall be entitled to cause to be removed any said lien or encumbrance by any means necessary and Tenant shall absolutely reimburse Landlord for all costs, fees, bonds charges or other charges incurred including any attorney's fees or associated legal fees attributed therewith.

8.15 *No Other Encumbrances.* Tenant covenants and agrees not to obtain any financing secured by Tenant's interest in the Premises and not to encumber the Premises, or Landlord or Tenant's interest therein, without the prior written consent of Landlord, and to keep the Premises free from all liens and encumbrances except those created by Landlord.

8.16 *Subordination to Landlord Mortgages.* Tenant covenants and agrees that, at Landlord's option, this Lease and Tenant's interest in the Premises shall be junior and subordinate to any mortgage or deed of trust now or hereafter encumbering the Property if in any mortgage or deed of trust given hereunder, the mortgagee or beneficiary under such mortgage or deed of trust agrees in writing, or adequate provision is made in the mortgage or deed of trust, that, in the event of foreclosure of any such mortgage or deed of trust, Tenant shall not be disturbed in its possession of the Premises conditioned only on Tenant attorning to the party acquiring title to the Property as the result of such foreclosure. Tenant covenants and agrees, within fifteen (15) days of request of Landlord, to execute such documents as may be necessary or appropriate to confirm and establish this Lease as subordinate to any such mortgage or deed of trust in accordance with the foregoing provisions. Alternatively, Tenant covenants and agrees that, at Landlord's request, Tenant shall execute documents as may be necessary to establish this Lease and Tenant's interest in the Premises as superior to any such mortgage or deed of trust. If Tenant fails to execute any documents required to be executed by Tenant under the provisions hereof, it shall be an immediate default of the Lease and Landlord shall not be required to give written notice thereof.

8.17 *No Assignment or Subletting.* Tenant shall not have the right to assign and/or sublease the Premises under this Lease without Landlord's prior written approval, which approval shall be at the sole discretion of Landlord. Any assignment or sublease to which Landlord may consent (one consent not being any basis that Landlord should grant any further consent) shall not relieve Tenant of any or all of its obligations hereunder. For the purpose of this Section 8.17, the word "assignment" shall be defined and deemed to include the following: (i) if Tenant is a partnership, the withdrawal or change, whether voluntary, involuntary or by operation of law of partners owning thirty percent (30%) or more of the partnership, or the dissolution of the partnership; (ii) if Tenant consists of more than one person, an assignment, whether voluntary, involuntary, or by operation of law, by one person to one of the other persons that is a Tenant; (iii) if Tenant is a corporation, any dissolution or reorganization of Tenant, or the sale or other transfer of a controlling percentage (hereafter defined) of capital stock of Tenant other than to an affiliate or subsidiary or the sale of

fifty-one percent (51%) in value of the assets of Tenant; (iv) if Tenant is a Limited Liability Company, the change of members whose interest in the Company is 50% or more. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least fifty-one percent (51%) of the total combined voting power of all classes of Tenant's capital stock issued, outstanding and entitled to vote for the election of directors, or such lesser percentage as is required to provide actual control over the affairs of the corporation. Acceptance of Rent by Landlord after any non-permitted assignment shall not constitute approval thereof by Landlord. Notwithstanding the foregoing provisions of this Section 8.17, Tenant may assign or sublease part or all of the Premises without Landlord's consent to: (i) any corporation or partnership that controls, is controlled by, or is under common control with, Tenant; or (ii) any corporation resulting from the merger or consolidation with Tenant or to any entity that acquires all of Tenant's assets as a going concern of the business that is being conducted on the Premises, as long as the assignee or sublessee is a bona fide entity and assumes the obligations of Tenant, and continues the same use as permitted under Section 8. However, Landlord must be given prior written notice of any such assignment or subletting, and failure to do so shall be a default hereunder.

In no event shall this Lease be assigned by operation of any law, and Tenant's rights hereunder may not become, and shall not be listed by Tenant as an asset under any bankruptcy, insolvency or reorganization proceedings. Tenant is not, may not become, and shall never represent itself to be an agent of Landlord, and Tenant acknowledges that Landlord's title is paramount, and that it can do nothing to affect or impair Landlord's title.

If this Lease shall be assigned or the Premises or any portion thereof sublet by Tenant at a rental that exceeds the rentals to be paid to Landlord hereunder, attributable to the Premises or portion thereof so assigned or sublet, then fifty (50%) of any excess, after deducting all reasonable and customary costs incurred by Tenant in securing such assignment shall be paid over to Landlord by Tenant.

8.18 *Annual Financial Statements.* Tenant covenants and agrees to furnish to Landlord upon request not to exceed two (2) times during the Term copies of audited financial statements of Tenant, and agrees that Landlord may deliver any such financial statements to any existing or prospective mortgagee or purchaser of the Property, provided such parties shall have first executed a confidentiality agreement reasonable acceptable to Tenant. The financial statements shall include a balance sheet as of the end of, and a statement of profit and loss for, the preceding fiscal year of Tenant.

8.19 *Payment of Income and Other Taxes.* Tenant covenants and agrees to pay promptly when due all property taxes on personal property of Tenant on the Premises and all federal, state and local income taxes, sales taxes, use taxes, Social Security taxes, unemployment taxes and taxes withheld from wages or salaries paid to Tenant's employees, the nonpayment of which might give rise to a lien on the Premises or Tenant's interest therein, and to furnish, if requested by Landlord, written evidence of such payments.

8.20 *Estoppel Certificates.* Tenant covenants and agrees to execute, acknowledge and deliver to Landlord, within ten (10) days of Landlord's written request, a written statement certifying that this Lease is unmodified (or, if modified, stating the modifications) and in full force and effect; stating the dates to which Base Rent has been paid; stating the amount of the Security Deposit held by Landlord; stating the amount of Payments held by Landlord for the then tax and insurance year; and stating whether or not Landlord is in default under this Lease (and, if so, specifying the nature of the default). Tenant agrees that such statement may be delivered to and relied upon by any existing or prospective mortgagee or purchaser of the Property. Tenant agrees that a failure to deliver such a statement within ten (10) days after written request from Landlord shall be conclusive upon Tenant that this Lease is in full force and effect without modification except as may be represented by Landlord; that there are no uncured defaults by Landlord under this Lease; and that any representation by Landlord with respect to Base Rent, the Security Deposit and Payments are true.

8.21 *Landlord Right to Inspect and Show Premises and to Install For Sale Signs.* Tenant covenants and agrees that upon forty eight (48) hours prior notice Landlord and authorized representatives of Landlord shall have the right to enter the Premises at any reasonable time during ordinary business hours for the purposes of inspecting or maintaining the same, and making such repairs, alterations or changes as Landlord deems necessary, or performing any obligations of Tenant which Tenant has failed to perform hereunder or for the purposes of showing the Premises to any existing or prospective mortgagee, purchaser or lessee of the Property or the Premises. Tenant covenants and agrees that Landlord may at any time and from time to time place on the Property or the Premises a sign advertising the Property or the Premises for sale or for lease during the last one hundred twenty (120) days of the Lease Term provided the Tenant has not given notice of its intent to exercise an option to extend the Lease, if one is afforded to Tenant.

8.22 *Landlord Title to Fixtures, Improvements and Equipment.* Except with respect to the Tenant's Equipment as defined in 8.23 below, Tenant covenants and agrees that all fixtures, equipment and improvements on the Premises, including all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment, whether or not attached to or affixed to the Premises, shall be and remain the property of the Landlord upon expiration of the Lease Term.

8.23 *Removal of Tenant's Equipment.* At the Expiration Date, Tenant shall remove all Tenant Equipment. "Tenant's Equipment" shall mean all equipment, apparatus, machinery, signs, furniture, furnishings and personal property used in the operation of the business of Tenant (as distinguished from the use and operation of the Premises). "Tenant's Equipment" shall not include any improvements made to the premises prior to the original "Commencement Date" when the Tenant first took possession of the Premises. If such removal shall injure or damage the Premises, Tenant covenants and agrees, at its sole cost and expense, at or prior to the expiration of the Lease Term, to repair such injury and damage in good and workmanlike fashion and to place the Premises in the same condition as the Premises would have been in if such Tenant's Equipment had not been installed. If Tenant fails to remove any Tenant's Equipment by the expiration of the Lease Term, Landlord may, at its option, keep and retain any such Tenant's Equipment or dispose of the same and retain any proceeds thereof and Landlord shall be entitled to recover from Tenant any costs or expenses of Landlord in removing the same and in restoring the Premises in excess of the actual proceeds, if any, received by Landlord from disposition thereof.

8.24 *Indemnity.* Tenant shall indemnify and hold Landlord harmless from and against any and all claims arising out of (i) Tenant's use of the Premises or any part thereof, (ii) any activity, work, or other thing done, permitted or suffered by Tenant in or about the Premises or the Building, or any part thereof, (iii) any breach or default by Tenant in the performance of any of its obligations under this Lease, or (iv) any act of negligence or deliberate misconduct of Tenant, or any officer, agent, employee, contractor, servant, invitee or guest of Tenant; and in each case from and against any and all damages, losses, liabilities, lawsuits, costs and expenses (including attorneys' fees at all tribunal levels) arising in connection with any such claim or claims as described in (i) through (iv) above, or any action brought thereon.

Subject to the foregoing, Landlord shall indemnify and hold Tenant harmless from and against any and all claims arising out of (a) Landlord's use of the Building or any part thereof, (b) any activity, work, or other thing done, permitted or suffered by Landlord in or about the Building or any part thereof other than the Premises, (c) any breach or default by Landlord in the performance of any of its obligations under this Lease, or (d) any act of negligence or deliberate misconduct of Landlord, or any officer, agent, employee, contractor, servants, invitee or guest of Landlord; and in each case from and against any and all damages, losses, liabilities, lawsuits, costs and expenses (including attorneys' fees at all tribunal levels arising in connection with any such claim or claims as described in (a) through (d) above, or any action brought thereon.

If such indemnified action is brought against either party, the indemnifying party shall, upon written notice from the indemnified party, defend the same through counsel selected by the indemnified party's insurer, or other counsel acceptable to the indemnified party. Tenant assumes all risk of damage or loss to its property or injury or death to persons in, on, or about the Premises, from all causes except those for which the law imposes liability on Landlord regardless of any attempted waiver thereof, and Tenant hereby waives such claims in respect thereof against Landlord. The provisions of this paragraph shall survive the termination of this Lease.

8.25 *Waiver by Tenant.* Tenant waives and releases any claims Tenant may have against Landlord or Landlord's officers, agents or employees for loss, damage or injury to person or property sustained by Tenant or Tenant's officers, agents, employees, guests, invitees or anyone claiming by, through or under Tenant resulting from any cause whatsoever other than Landlord's gross negligence or willful misconduct.

8.26 *Release upon Transfer by Landlord.* In the event of a transfer by Landlord to title to the Property or of Landlord's interest as Landlord under this Lease, Landlord's successor or assign shall take subject to and be bound by this Lease and, in such event, Tenant covenants and agrees that Landlord shall be released from all obligations of Landlord under this Lease, except obligations which arose and matured prior to such transfer by Landlord; that Tenant shall thereafter look solely to Landlord's successor or assign for satisfaction of the obligations or liabilities of Landlord under this Lease; and that Tenant shall attorn to such successor or assign.

8.27 *Compliance with ADA.* Tenant covenants and agrees that nothing shall be done or kept by Tenant on the Premises or in the Common Facilities in violation of ADA, and that Tenant shall maintain, repair, replace, keep and use the Premises and all improvements, fixtures and personal property therein and thereon, and conduct its business

within the Premises, in accordance with the requirements of ADA. If any improvements, alterations or repairs to the Premises are required by governmental authority under ADA or its implementing regulations or guidelines, Tenant shall be solely responsible for all non-structural items and any structural items due to Tenant's specific use of the Premises. Tenant covenants and agrees to pay all costs and expenses in connection with the performance of its obligations under this Section 8.27. Nothing contained in this Section 8.27 shall be construed to limit the generality of the provisions of Section 8.2 respecting Tenant's obligation to comply with applicable laws and of the provisions of Section 8.13 respecting Tenant's obligation to comply with ADA and other applicable laws in connection with any Change.

IX. DAMAGE OR DESTRUCTION.

9.1 *Tenant's Notice of Damage.* If any portion of the Premises shall be damaged or destroyed by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord ("Tenant's Notice of Damage").

9.2 *Options to Terminate if Damage Substantial.* Upon receipt of Tenant's Notice of Damage, Landlord shall promptly proceed to determine the nature and extent of the damage or destruction and to estimate the time necessary to repair or restore the Premises. As soon as reasonably possible, Landlord shall give written notice to Tenant stating Landlord's estimate of the time necessary to repair or restore the Premises ("Landlord's Notice of Repair Time"). If Landlord reasonably estimates that repair or restoration of the Premises cannot be completed within 180 days from the time of Tenant's Notice of Damage, Landlord and Tenant shall each have the option to terminate this Lease. In the event, however, that the damage or destruction was caused by the act or omission of Tenant or Tenant's officers, employees, agents, guests or invitees or of anyone claiming by, through or under Tenant, Landlord shall have the option to terminate this Lease if Landlord reasonably estimates that the repair or restoration cannot reasonably be completed within 180 days from the time of Tenant's Notice of Damage, but Tenant shall not have the option to terminate this Lease. Any option granted hereunder shall be exercised by written notice to the other party given within 20 days after Landlord's Notice of Repair Time. In the event either Landlord or Tenant exercises its option to terminate this Lease, the Lease Term shall expire 10 days after the notice by either Landlord or Tenant exercising such party's option to terminate this Lease. In the event of termination of this Lease under the provisions hereof, Landlord shall refund to Tenant such amounts of Base Rent and Additional Rent theretofore paid by Tenant as may be applicable to the period subsequent to the time of Tenant's Notice of Damage less the reasonable value of any use or occupation of the Premises by Tenant subsequent to the time of Tenant's Notice of Damage.

9.3 *Obligations to Repair and Restore.* In the event there are sufficient funds, and such funds are available to Landlord to repair and restore and repair of the Premises, and restoration can be completed within the period specified in Section 9.2, in Landlord's reasonable estimation, this Lease shall continue in full force and effect and Landlord shall proceed forthwith to cause the Premises to be repaired and restored with reasonable diligence and there shall be abatement of Base Rent and Additional Rent proportionate to the extent of the space and period of time that Tenant is unable to use and enjoy the Premises. Landlord may, at its option, require Tenant to arrange for and handle the repair and restoration of the Premises, in which case Landlord shall furnish Tenant with sufficient funds for such repair and restoration, at the time or times such funds are needed, utilizing any proceeds from insurance and any additional funds necessary to cover the costs of repair or restoration.

9.4 *Application of Insurance Proceeds.* The proceeds of any Casualty Insurance maintained on the Premises, other than casualty insurance maintained by Tenant on fixtures and personal property of Tenant, shall be paid to and become the property of Landlord, subject to any obligation of Landlord to cause the Premises to be repaired and restored, which obligation is contingent on casualty insurance proceeds adequate to complete the repair or restoration being available to Landlord.

X. CONDEMNATION.

10.1 *Taking -- Substantial Taking -- Insubstantial Taking.* A "Taking" shall mean the taking of all or any portion of the Premises as a result of the exercise of the power of eminent domain or condemnation for public or quasi-public use or the sale of all or part of the Premises under the threat of condemnation. A "Substantial Taking" shall mean a Taking of so much of the Premises that the Premises cannot thereafter be reasonably used by Tenant for carrying on, at substantially the same level or scope, the business theretofore conducted by Tenant on the Premises. An "Insubstantial Taking" shall mean a Taking such that the Premises can thereafter continue to be used by Tenant for carrying on, at substantially the same level or scope, the business theretofore conducted by Tenant on the Premises.

10.2 *Termination on Substantial Taking.* If there is a Substantial Taking with respect to the Premises, the Lease Term shall expire on the date of vesting of title pursuant to such Taking. In the event of termination of this Lease under the provisions hereof, Landlord shall refund to Tenant such amounts of Base Rent and Additional Rent theretofore paid by Tenant as may be applicable to the period subsequent to the time of termination of this Lease.

10.3 *Restoration on Insubstantial Taking.* In the event of an Insubstantial Taking, this Lease shall continue in full force and effect, Landlord shall proceed forthwith to cause the Premises to be restored as near as may be to the original condition thereof and there shall be abatement of Base Rent and Additional Rent proportionate to the extent of the space so taken. Landlord may, at its option, require Tenant to arrange for and handle the restoration of the Premises, in which case Landlord shall furnish Tenant with sufficient funds for such restoration, at the time or times such funds are needed, utilizing the proceeds of any awards or consideration received as a result of the Taking and any additional funds necessary to cover the costs of restoration.

10.4 *Right to Award.* The total award, compensation, damages or consideration received or receivable as a result of a Taking ("Award") shall be paid to and be the property of Landlord, whether the Award shall be made as compensation for diminution of the value of the leasehold or the fee of the Premises or otherwise and Tenant hereby assigns to Landlord, all of Tenant's right, title and interest in and to any such Award. Tenant covenants and agrees to execute, immediately upon demand by Landlord, such documents as may be necessary to facilitate collection by Landlord of any such Award. Tenant, however, shall be entitled to apply for compensation, if available, for its relocation and for any of its personal property taken.

XI. DEFAULTS BY TENANT.

If Tenant: (i) fails to pay when due any Rent, or any other sum of money which Tenant is obligated to pay, as provided in this Lease; or (ii) breaches any other agreement, covenant or obligation herein set forth and such breach shall continue and not be remedied within thirty (30) days after Landlord shall have given Tenant written notice specifying the breach, or if such breach cannot, with due diligence, be cured within said period of thirty (30) days and Tenant does not within said thirty (30) day period commence and thereafter with reasonable diligence or such other period as agreed to by Landlord in writing which shall not in any event exceed 90 day completely cure the breach; or (iii) files (or has filed against it and not stayed or vacated within sixty (60) days after filing) any petition or action for relief under any creditor's law (including bankruptcy, reorganization, or similar action), either in state or federal court; or (iv) makes any transfer in fraud of creditors as defined in applicable sections of the United States Bankruptcy Code, has a receiver appointed for its assets (and appointment shall not have been stayed or vacated within thirty (30) days), or makes an assignment for benefit of creditors; then Tenant shall be in default hereunder, and, in addition to any other lawful right or remedy which it may have, Landlord may do the following: (i) terminate this Lease; (ii) repossess the Premises, and with or without terminating, re-let the same at such amount as Landlord deems reasonable; and if the amount for which the Premises is re-let is less than Tenant's Rent and all other obligations of Tenant to Landlord hereunder, Tenant shall immediately pay the difference or demand to Landlord, but if in excess of Tenant's Rent, and all other obligations of Tenant hereunder, the entire amount obtained from such re-letting shall belong to Landlord, free of any claim of Tenant thereto; or (iii) immediately seize and hold any personal property of Tenant located in the Premises and assert against the same a lien for monies due Landlord. Reasonable expenses of Landlord in repairing, restoring or altering the Premises, together with leasing fees and broker fees and all other expenses in seeking and obtaining a new tenant, shall be charged to and be a liability of Tenant. Landlord's reasonable attorneys' fees, paralegal fees and costs, in pursuing any of the foregoing remedies, or in collecting any Rent due by Tenant hereunder, shall be paid by Tenant, through all appeals and collection efforts.

Tenant further agrees that Landlord may obtain an order for summary ejectment from any court of competent jurisdiction without prejudice to Landlord's rights to otherwise collect rents from Tenant.

All rights and remedies of Landlord are cumulative, and the exercise of any one shall not be an election excluding Landlord at any other time from exercise of a different or inconsistent remedy. No exercise by Landlord of any right or remedy granted herein shall constitute or effect a termination of this Lease unless Landlord shall so elect by written notice delivered to Tenant.

No waiver by Landlord of any covenant or condition shall be deemed to imply or constitute a further waiver of the same at a later time, and acceptance of Rent by Landlord, even with knowledge of a default by Tenant, shall not constitute a waiver of such default.

XII. SURRENDER AND HOLDING OVER.

12.1 *Surrender Upon Lease Expiration.* Upon the expiration or earlier termination of this Lease, or on the date specified in any demand for possession by Landlord after any Default by Tenant, Tenant covenants and agrees to surrender possession of the Premises to Landlord in the same condition as when Tenant first occupied the interior of the Premises, ordinary wear and tear and damage by fully insured casualty excepted.

12.2 *Holding Over.* If Tenant shall hold over after the expiration of the Lease Term or other termination of this Lease, such holding over shall not be deemed to be a renewal of this Lease but shall be deemed to create a tenancy-at-sufferance and by such holding over Tenant shall continue to be bound by all of the terms and conditions of this Lease except that during such tenancy-at-sufferance, Tenant shall pay to Landlord (a) Rent at the rate equal to two hundred percent (200%) of that provided for in this Lease, and (b) any and all operating expenses and other forms of Additional Rent payable under the terms of this Lease. Notwithstanding the foregoing, if the parties are conducting good faith negotiations to renew the Lease the holdover increased rent shall be stayed until such time as the negotiations are terminated by either party. The increased Rent during such holding over is intended to partially compensate Landlord for losses, damages and expenses, including frustrating and delaying Landlord's ability to secure a replacement tenant. If Landlord loses a prospective tenant because Tenant fails to vacate the Premises on expiration of this Lease after notice to do so, Tenant will be liable for such consequential damages due of Tenant's failure to vacate.

XIII. MISCELLANEOUS.

13.1 *No Implied Waiver.* No failure by either party to insist upon the strict performance of any term, covenant or agreement contained in this Lease, no failure by either party to exercise any right or remedy under this Lease, and no acceptance of full or partial payment during the continuance of any Default by either party, shall constitute a waiver of any such term, covenant or agreement or a waiver of any such right or remedy or a waiver of any such Default.

13.2 *Survival of Provisions.* Notwithstanding any termination of this Lease, the same shall continue in force and effect as to any provisions hereof which require observance or performance by Landlord or Tenant subsequent to termination.

13.3 *[Reserved]*

13.4 *Covenants Independent.* This Lease shall be construed as if the covenants herein between Landlord and Tenant are independent.

13.5 *Covenants as Conditions.* Each provision of this Lease performable by Landlord and Tenant shall be deemed both a covenant and a condition.

13.6 *Landlord's Liability.* In no event will Landlord be responsible to Tenant for any damages for loss of profits or interruption of business as a result of any default by Landlord hereunder, and in no event whatsoever shall the Landlord's liability exceed the Landlord's interest in the Premises.

13.7 *Binding Effect.* This Lease shall extend to and be binding upon the heirs, executors, legal representative, successors and assigns of the respective parties hereto. The terms, covenants, agreements and conditions in this Lease shall be construed as covenants running with the land.

13.8 *Notices and Demands.* All notices, demands or billings under this Lease shall be in writing, signed by the party giving the same and shall be deemed properly given and received upon delivery, if by hand delivery, or if sent by registered or certified United States mail, or a nationally recognized overnight courier service, when received, at the address set forth herein or at such other address as provided by the parties herein in accordance with this provision.

13.9 *Time of the Essence.* Time is of the essence under this Lease, all exhibits and addendums, and all provisions herein relating thereto shall be strictly construed.

13.10 *Captions for Convenience.* The headings and captions hereof are for convenience only and shall not be considered in interpreting the provisions hereof.

13.11 *Severability.* If any provision of this Lease shall be held invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and there shall be deemed substituted for the affected provisions a valid and enforceable provision as similar as possible to the affected provision.

13.12 *Governing Law.* This Lease shall be interpreted and enforced according to the laws of Florida.

13.13 *Entire Agreement.* This Lease and any exhibits and addenda referred to herein, constitute the final and complete expression of the parties' agreements with respect to the Premises and Tenant's occupancy thereof. Each party agrees that it has not relied upon or regarded as binding any prior agreements, negotiations, representations, or understandings, whether oral or written, except as expressly set forth herein. Both parties have participated in the preparation of this Lease and in resolving any ambiguities, and there shall be no presumption that they are construed against the drafting party.

13.14 *No Oral Amendment or Modifications.* No amendment or modification of this Lease, and no approvals, consents or waivers by Landlord under this Lease, shall be valid or binding unless in writing and executed by the party to be bound.

13.15 *Real Estate Brokers.* Tenant covenants to pay, hold harmless and indemnify the Landlord from and against any and all cost, expense or liability for any compensation, commissions, charges or claims by any broker or other agent with respect to this Lease or the negotiation thereof other than ____ N/A ____.

13.16 *Relationship of Landlord and Tenant.* Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

13.17 *Authority of Tenant.* Each individual executing this Lease on behalf of Tenant represents and warrants that such individual is duly authorized to deliver this Lease on behalf of Tenant and that this Lease is binding upon Tenant in accordance with its terms, and agrees to document such authorization to Landlord's satisfaction if requested to do so.

13.18 *Exculpation.* Any provision of this Lease to the contrary notwithstanding Landlord shall have no personal liability for payment of any damages or performance of any term, provision or condition under this Lease or under any other instrument in connection with this Lease, and Tenant shall look for such payment or performance to the Property, the rents, issues and profits thereof, in satisfaction of any claim, order or judgment Tenant may at any time obtain against Landlord in connection with this Lease.

13.19 *Notices.* All Notices and Payments under this lease shall be addressed to the Landlord at the address set forth below. All notices under this Lease shall be addressed to the parties following parties:

If to Landlord: Ausdan Investments, LLC
234 Chestnut Ridge Street
Winter Springs, FL 32708

With Copy to: Mark W. Garrett
Garrett Law Firm, P.A.
1850 Lee Road, Suite 330
Winter Park, FL 32789

If to Tenant: DASUMAKIM LLC
700 W. Livingston St.
Orlando, FL 32805

With a copy to:

13.20 *Attorney's Fees.* In the event of any Lease dispute between the parties to this Lease, the prevailing party shall be entitled to recover from the non-prevailing party its attorney's fees, paralegal fees, investigative fees, and costs, through all appeals, bankruptcy proceedings and collection efforts.

13.21 *RADON GAS.* 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 your county public health unit.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in duplicate originals, thorough a duly authorized representative as of the hand and date set forth below.

LANDLORD

Signed in Presence of 2 Witnesses:

Ausdan Investments, LLC

By Mark S. Smith
Mark S. Smith, its Manager

Kenneth K. Schlarb
Print Name Kenneth K. Schlarb

Robert G. Leonard
Print Name Robert G. Leonard

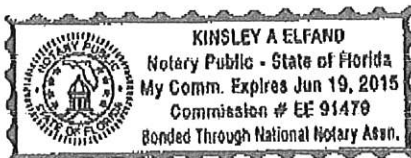
STATE OF FLORIDA }

COUNTY OF ORANGE }

The foregoing Instrument was acknowledged before me this 23rd day of Oct, 2013, by Mark S Smith as Manager of the within named entity. He is personally known to me or has produced _____ as identification.

SEAL

Kinsley A Elfand
Notary Public
My Commission Expires: 6/19/15



TENANT
DASUKAIM LLC

Signed in Presence of 2 Witnesses:

Karen K SchlechterPrint Name Karen K SchlechterHolly S. LeonardPrint Name Holly S. LeonardBy: [Signature]Its: Rep of Daseemakim LLCDate: Oct 23, 2013STATE OF FloridaCOUNTY OF Orange

The foregoing Instrument was acknowledged before me this 23rd day of Oct, 2013, by David McCreary, as representative on behalf of the within named entity. He or she is ☒ personally known to me or have produced _____ as identification.

SEAL

Kinsley A Elfand

Notary Public

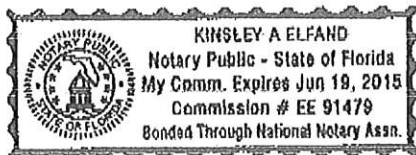
My Commission Expires: 6/19/15

EXHIBIT A

PREMISES

Lot 1, Belton Long's Subdivision Replat, according to the map or plat thereof as recorded in Plat Book Y, Page 149, Public Records of Orange County, Florida.

EXHIBIT B

ENVIRONMENTAL COMPLIANCE

I. Tenant's Representations, Warranties and Covenants Concerning the Use of Hazardous Substances/Periodic Notice.

(a) *Acceptance of Property and Covenant to Surrender.* Tenant accepts the Property as being in good and sanitary order, condition and repair and accepts the building and other exterior improvements in their present condition. Tenant agrees on the Expiration Date, to surrender the Premises to Landlord in good and sanitary order, condition and repair, except for such wear and tear as would be normal for the period of the Tenant's occupancy.

No spill, deposit, emission, leakage or other release of Hazardous Substances on the Property or the soil, surface water or groundwater thereof shall be deemed to be "wear and tear that would be normal for the period of the Tenant's occupancy." Tenant shall be responsible to promptly and completely clean up any such release caused by Tenant, its officers and employees, agents, contractors, and invitees as shall occur on the Property during the term of this Lease and shall surrender the Property free of any contamination or other damage caused by such occurrences during the term of the Lease.

(b) *Maintenance of Premises.* Tenant shall, at its sole cost and expense, keep and maintain the Premises in good and sanitary order, condition, and repair. As part of this maintenance obligation, Tenant shall promptly respond to and clean up any release or threatened release of any Hazardous Substance into the drainage systems, soil, surface water, groundwater, or atmosphere, in a safe manner, in strict accordance with all applicable laws, rules, ordinances, or governmental requirements, and as authorized or approved by all federal, state, and/or local agencies having authority to regulate the permitting, handling, and cleanup of Hazardous Substances.

(c) *Use of Hazardous Substances.* Tenant shall not use, store, generate, treat, transport, or dispose of any Hazardous Substance on the Property without first obtaining Landlord's written approval. Tenant shall notify Landlord and seek such approval in writing at least 30 days prior to bringing any Hazardous Substance onto the Property. Landlord may withdraw approval of any such Hazardous Substance at any time, for reasonable cause related to the threat of site contamination, or damage or injury to persons, property or resources on or near the Property. Upon withdrawal of such approval, Tenant shall immediately remove the Hazardous Substance from the site. Landlord's failure to approve the use of a Hazardous Substance under this paragraph shall not limit or affect Tenant's obligations under this Lease, including Tenant's duty to remedy or remove releases or threatened releases; to comply with Applicable Law relating to the use, storage, generation, treatment, transportation, and/or disposal of any such Hazardous Substances; or to indemnify Landlord against any harm or damage caused thereby.

(d) *Reports to Landlord.* For any month in which any Hazardous Substances have been used, generated, treated, stored, transported or otherwise been present on or in the Property pursuant to the provisions of the preceding paragraph, Tenant shall provide Landlord with a written report listing the Hazardous Substances which were present on the Property; all releases of Hazardous Substances that occurred or were discovered on the Property; all compliance activities related to such Hazardous Substances, including all contacts with government agencies or private parties of any kind concerning Hazardous Substances; and all manifests, business plans, consent agreements or other documents relating to Hazardous Substances executed or requested during that time period. The report shall include copies of all documents and correspondence related to such activities and written reports of all oral contacts relating thereto.

(e) *Entry By Landlord.* Tenant shall permit Landlord and his agents to enter into and upon the Premises, without notice, at all reasonable times for the purpose of inspecting the Premises for activities involving Hazardous

Substances. Such right of entry and inspection shall not constitute managerial or operational control by Landlord over any activities or operations conducted on the Property by Tenant.

II. Tenant's Indemnity and Release

(a) Indemnity

(i) Tenant hereby indemnifies, defends and holds harmless Landlord from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorneys' fees, incurred by, claimed or assessed against Landlord under any laws, rules, regulations including, without limitation, Applicable Laws (as hereinafter defined), in any way connected with any injury to any person or damage to any property, or the Property or any loss to Landlord caused by Tenant, its officers, employees, agents, contractors, and invitees occasioned in any way by Hazardous Substances (as hereinafter defined) on the Property or the Premises.

(ii) This indemnity specifically includes the direct obligation of Tenant to perform any remedial or other activities required, ordered, recommended or requested by any agency, government official or third party, or otherwise necessary to avoid or minimize injury or liability to any person, or to prevent the spread of pollution. Tenant shall perform all such work in its own name in accordance with Applicable Laws (as hereinafter defined).

(iii) Without waiving, its rights hereunder, Landlord may, at its option, perform such remedial or removal work as described in clause (ii) above, and thereafter seek reimbursement for the costs thereof. Tenant shall permit Landlord access to the Property to perform such remedial activities.

(iv) Whenever Landlord has incurred costs described in this section, Tenant shall, within 10 days of receipt of notice thereof, reimburse Landlord for all such expenses together with interest from the date of expenditure at the highest "applicable federal rate" established by the laws of Florida.

(b) *Agency or Third Party Action.* Without limiting its obligations under any other paragraph of this Lease, Tenant shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual contamination on the Premises. The responsibility conferred under this paragraph includes but is not limited to responding to such orders on behalf of Landlord and defending against any assertion of Landlord's financial responsibility or individual duty to perform under such orders. Tenant shall assume, pursuant to paragraph (a) above, any liabilities or responsibilities which are assessed against Landlord in any action described under this paragraph (b).

III. Definitions.

a) *Hazardous Substance.* "Hazardous Substance(s)" shall mean any substance which at any time shall be listed as "hazardous" or "toxic" under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., as amended and the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 et seq., as amended, or in the regulations implementing such statutes, or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under any other Applicable Laws (as hereinafter defined). The term "Hazardous Substance(s)" shall also include, without limitation, raw materials, building components, the products of any manufacturing or other activities on the Property, wastes, petroleum products, or special nuclear or by-product material as defined by the Atomic Energy Act of 1954, 42 U.S.C. 3011, et seq., as amended.

(b) *Applicable Law(s).* "Applicable Law(s)" shall include, but shall not be limited to, CERCLA, RCRA, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Clean Air Act, 42 U.S.C. 7401 et seq., as amended, and the regulations promulgated thereunder, and any other federal, state and/or local laws or regulations, whether currently in existence or hereafter enacted or promulgated, that govern or relate to:

- (i) The existence, cleanup and/or remedy of contamination of property;
- (ii) The protection of the environment from spilled, deposited or otherwise emplaced

contamination;

- (iii) The control of hazardous or toxic substances or wastes; or
- (iv) The use, generation, discharge, transportation, treatment, removal or recovery of hazardous or toxic substances or wastes, including building materials.

EXHIBIT C

SIGN CRITERIA

The Tenant may have signage on the building exterior but must meet all local county ordinances and must have all necessary governmental approvals at its sole cost and expense. Landlord reserves the right of final approval for any and all signage, which approval will not be unreasonably withheld.

ADDENDUM NO. ONE (1)

COMMERCIAL LEASE

GUARANTY OF LEASE

This Commercial Lease Guaranty (hereinafter referred to as the "Guaranty") is made as of the _____ day of _____, 2013 by _____ (hereinafter referred to as the "Guarantor") whose address is _____, in favor of Ausdan Investments LLC ("Landlord"), whose address is _____, Florida, in accordance with the following terms and conditions:

1. *Lease.* The "Lease" shall mean the Lease dated as of November 1, 2013, to which this Addendum is attached between Landlord and Tenant (its successors and assigns) and all extensions, renewals, amendments, supplements or modifications thereto.
2. *Purpose and Consideration.* The execution and delivery of this Guaranty by Guarantor is a condition to Landlord's entering into the Lease with Tenant and is made in order to induce Landlord to enter into the Lease. Guarantor is a stockholder, partner, member, manager, officer or director of Tenant.
3. *Guaranty.* Guarantor hereby absolutely, unconditionally and irrevocably, guarantees the compliance with and performance by Tenant of each of the provisions, covenants, agreements and conditions applicable to Tenant contained in the Lease and guarantees the full and prompt payment by Tenant of the Rent, Additional Rent and other amount payable by Tenant under the Lease, as and when the same become due, whether by acceleration or otherwise. This is a Guaranty of payment and not of collection.
4. *Guaranty as Independent.* The obligations of Guarantor hereunder are independent of the obligations of Tenant, and Guarantor expressly agrees that a separate action or actions may be brought and prosecuted against Guarantor whether or not any action is brought against Tenant and whether or not Tenant is joined in any action against Guarantor and that Landlord may pursue any rights or remedies it has under the Lease and under this Guaranty in any order or simultaneously or in any other manner.
5. *Authorizations to Landlord.* Guarantor authorizes Landlord, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to (a) change, amend, modify or alter any of the terms, covenants, agreements, or conditions contained in the Lease; (b) extend or renew the Lease; (c) change, renew, compromise, extend, accelerate or otherwise change the time for payment of any amounts payable under the Lease; (d) consent to any assignment, sublease, pledge or transfer of the Lease by Tenant or of Tenant's interest in the Premises; (e) release Tenant and substitute any one or more parties as Tenants or sublessees under the Lease; (f) waive or fail to take action with respect to any Default by Tenant under the Lease; and (g) waive or fail to take action with respect to any Remedy under the Lease.
6. *Application of Payments Received by Landlord.* Any sums of money that Landlord receives from or on behalf of Tenant may be applied by Landlord to reduce any indebtedness of Tenant to Landlord as Landlord, in its sole discretion, deems appropriate.
7. *Waiver by Guarantor.* Guarantor hereby waives (a) any right to require Landlord to proceed against, give notice to or make demand upon Tenant; (b) any right to require Landlord to pursue any remedy of Landlord; (c) any right to participate in or to direct the application of any security held by Landlord; (d) any defense arising out of any disability or other defense of Tenant, including cessation, impairment, modification, or limitation, from any cause, of liability of Tenant or of any remedy for the enforcement of such liability.
8. *Subordination by Guarantors.* Guarantor hereby agrees that any indebtedness of Tenant to Guarantor, whether now existing or hereafter created, shall be subordinated to any indebtedness of Tenant to Landlord.
9. *Notices and Demands.* All notices and demands under this Guaranty shall be in writing and shall be deemed properly given and received when actually given and received three business days after mailing, if sent by registered or certified United States mail, postage prepaid, addressed to the party to receive the notice or demand at the address set forth for such party in the first paragraph of this Guaranty or at such other address as either party may notify the other in writing with copies, in the case of notices given by Guarantor to Landlord, to the address set forth in the Lease.

INTENTIONALLY DELETED**LEASE ADDENDUM NO. THREE (3)****RIGHT OF FIRST REFUSAL****1. RIGHT OF FIRST REFUSAL**

The term "Right of First Refusal" shall mean the exclusive right to purchase the Premises, before all others, at the same price and on the same terms (except as otherwise provided herein) at which Landlord, in good faith, intends to accept from a *bona fide* (made in good faith without fraud or deceit) purchaser.

2. GRANT OF RIGHT OF FIRST REFUSAL

Landlord hereby grants Tenant the Right of First Refusal to purchase the Premises in accordance with such offer, except that the terms thereof shall, wherever appropriate, be modified hereinafter.

3. PROVISIONS

A. If Landlord receives an offer to purchase the Premises which it intends to accept, Landlord shall give Tenant written notice thereof to which there shall be attached a photographic copy of the offer.

B. Tenant shall have five (5) business days after the giving of such notice to give Landlord written notice of Tenant's exercise of its Right of First Refusal.

C. If Tenant exercises the Right of First Refusal, then:

i. All times allowed for performance as set forth in the offer to purchase shall date from the giving of notice of exercise of Tenant's Right of First Refusal except;

ii. Tenant shall, instead of making the deposit(s) as provided in the offer, deposit the amount specified in the offer to sell with Landlord at the same time and with the notice of the exercise of the Right of First Refusal; and

iii. Closing for the sale of the Premises shall be as specified in the offer to purchase.

D. If Tenant does not exercise its Right of First Refusal, then Landlord may sell the Premises to the purchaser so named in such offer to purchase. Notwithstanding, if such sale is not consummated in substantial accordance with the offer, then Tenant shall again have the Right of First Refusal before Landlord may accept an offer from another bona fide purchaser.

LEASE ADDENDUM NO. FOUR (4)**RIGHT TO RENEW**

Tenant shall have the option of renewing this Lease for two (2) periods of five (5) years ("Renewal Term"), provided this Lease is in full force and effect and provided further that Tenant is not in default of any of the terms of this Lease. To exercise this option, Tenant must give to Landlord written notice not less than one hundred eighty (180) days before the expiration of the original term of this Lease or any extension thereof. The terms of any extension of the Lease shall be the same terms, covenants and conditions as set forth hereinabove except that the annual Base Rent will be increased eight percent (8%) over the Base Rent in effect before the renewal is made.

LEASE ADDENDUM NO. FIVE (5)**PARRAMORE FACADE IMPROVEMENT PROGRAM****1. PARRAMORE FACADE IMPROVEMENT PROGRAM**

There exists a "50/50 matching program" of up to forty thousand dollars (\$40,000) for improvements to the interior and exterior of the Premises being offered by the City of Orlando's Community Redevelopment Agency (the "Program"). For each two dollars (\$2.00) the Tenant contributes for qualified expenditure, Landlord shall reduce the monthly rent by one dollar (\$1.00) in order to get two dollars (\$2.00) of improvements from the Community Redevelopment Agency. Conceptually, this means Landlord shall receive a total of four dollars (\$4.00) of building improvements for each one dollar (\$1.00) contributed by Landlord. The rent offset shall not exceed \$500/mo, regardless of how much is put up by Tenant, but shall be applied monthly until the total Tenant contribution is credited. Tenant and Landlord agree that no such work under this program shall be undertaken prior to January 1, 2014.

Notwithstanding the foregoing statement of the Program's "improvement and offset" concept, the parties agree and acknowledge that not every expense that may be authorized or approved under the Program will provide a resulting equal economic benefit to the Premises for the Landlord. For example, if the Program would authorized expenditure on a more aesthetically pleasing roof design or covering, that does not mean that the Landlord would realize any economic benefit from replacing the roof if the existing roof is in good condition and repair. Accordingly, while the Landlord is sympathetic with the goals of the Program, no improvement to the interior or exterior of the Premises shall be undertaken with such "Programmatic funds" unless the Landlord agrees to such an expenditure in advance in writing, provided, however, the Landlord and Tenant have agreed to use such funds to repair and/or replace (in Landlord's determination) the HVAC and plumbing systems, such agreement being the basis on which the parties have agreed to extend the term of the Lease.

10. *Payment of Costs of Enforcement.* In the event any action or proceeding is brought to enforce this Guaranty and if Landlord is held entitled to recovery against Guarantor, Guarantor agrees to pay all costs and expenses of Landlord in connection with such action or proceeding, including reasonable attorney's fees.

11. *Binding Effect.* This Guaranty shall be binding upon Guarantor and his heirs, personal representatives, successors and assigns and shall inure to the benefit of Landlord and its successors and assigns.

12. *Severability.* If any provision of this Guaranty shall be held invalid or unenforceable, the remainder of this Guaranty shall not be affected thereby and there shall be deemed substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision.

13. *Governing Law.* This Guaranty shall be interpreted under and enforced according to the laws of the State of Florida. Venue lying exclusively in Orange County, Florida.

14. *Captions for Convenience.* The headings and captions hereof are for convenience only and shall be not considered in interpreting the provisions hereof.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed under seal the day and year first above written.

Signed in Presence of 2 Witnesses:

Karen K. Schlechter
Karen K. Schlechter

[Signature]

Holly S. Leonard

GUARANTOR:

By: [Signature]

Print: DAVID R. MCCREARY

SS#: [REDACTED]

By: _____

Print: _____

SS#: _____