

RETAIL LEASE AGREEMENT

Between

Collegiate Village Realty, LLC,
a limited liability company,
as Landlord

and

a limited liability company ,
as Tenant,

Dated

As of

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List of Exhibits

Exhibit A	Site Plan
Exhibit B	Rules and Regulations
Exhibit C	Signage Criteria
Exhibit D	Special Stipulations
Exhibit E	Landlord’s Work
Exhibit F	Tenant’s Work
Exhibit F-1	Construction Allowance
Exhibit G	Absolute and Unconditional Guaranty
Exhibit H	Memorandum of Lease
Exhibit I	Termination of Lease and Memorandum
Exhibit J	ACH Authorization Form

Riders (if any)

Other (Special Stipulations – Exhibit D)

(j) Prepaid Rent: N/A

(k) Security Deposit: dollars (\$)

(l) Rent Commencement Date:

(m) Permitted Use:

(n) Rent Payments:

a. Percentage Rent Rate: N/A

b. Please make all checks payable to: Collegiate Village Realty, LLC

c. Please address all checks to: 941 W. Morse Blvd.
Winter Park, FL 32789

d. ACH Payment: At Landlord's option, Tenant shall make payments of Rent, and all other payments to Landlord required by the Lease via Automatic Clearing House Transfer ("ACH Payment"); as more particularly described in Section 5.6 of this Lease.

(o) Guarantor:

(p) Brokers

a. Landlord's Broker: Demetree Real Estate Services, Inc.

b. Tenant's Broker: N/A

(q) Special Stipulations: XXX No Special Stipulations

Special Stipulations are included on the attached Exhibit D

(r) Minimum Business Hours:

ARTICLE 2 – DEFINITIONS

In addition to any other terms whose definitions are fixed and defined by this Lease, each of the following defined terms, when used in this Lease with an initial capital letter, shall have the meaning ascribed to them in this Section 2:

2.1 “Additional Rent”

Shall mean all sums other than Base Rent due from Tenant to Landlord pursuant to the terms and conditions of this Lease.

2.2 “Base Rent”

Shall have the meaning ascribed thereto in Section 1.1(h).

2.3 “Common Area”

Shall mean and include all improvements which may from time to time be constructed or installed within or serving the Property and intended for the common use or benefit of the tenants and/or invitees thereof, including, without limitation the following: roofs, gutters and downspouts (excluding rooftop heating or air conditioning units or other structures or apparatus on the roof exclusively serving the Premises, which are Tenant’s responsibility hereunder) and the exterior of outside walls of buildings (excluding storefronts, any glass, windows, window sashes or frames, doors, door frames or hardware, trim or closure devices, or any part of the interior side of perimeter walls or storefronts, which are Tenant’s responsibility hereunder) (without implying Tenant may use the roofs or outside walls), parking areas, service areas, loading areas, maintenance and storage rooms, entrances and exits, access drives, sidewalks, landscaping, sprinkler systems, fencing, lighting, pylon or monument signs identifying the Property, directional or traffic signals, fixtures, improvements, and surface water retention and drainage facilities.

2.4 “Common Area Maintenance Charges”

Shall mean the costs of operation, repair, replacement, security, maintenance and management of the Property and its Common Areas, whether located in or outside of the Property and shall include Landlord’s costs and expenses incurred in connection with the following by way of example and illustration but not limitation: (i) all buildings, roofs, retaining walls, entry-way features, water features and other building improvements and facilities used in common with other tenants of the Property, or in connection with the maintenance and/or operation of, and whether located within or outside of, the Property; (ii) all Taxes and assessments, including all costs associated with an appeal of any assessment of Taxes; (iii) governmental assessments or surcharges, including special assessments; (iv) all costs of insurance maintained by Landlord with respect to the Property; (v) all costs of maintenance, cleaning, inspection, security, fire detection and protection, supplies, janitorial, landscaping, window cleaning, garbage removal, trash removal services, parking lot cleaning, repair, replacement, or maintenance, together with the cost of maintaining, repairing, and replacing any HVAC, plumbing, electrical or other mechanical systems serving the Common Area or more than one demised space; (vi) audit, professional and consulting fees and expenses (vii) costs in erecting, maintaining, repairing and replacing pylon and/or monument signs identifying the Shopping Center and/or its anchor tenant (viii) leasing off-site parking areas for customers and employees of the tenants of the Property (ix) salaries, wages and other amounts paid or payable for all personnel (including an on-site and/or off-site property manager) involved in the repair, maintenance, administration, operation, security, gardening, landscaping, supervision, painting or cleaning of the Property, said costs shall also include such fees as may be paid in connection with same, such as management fees; (x) auditing and accounting fees and costs; (xi) any parking charges, utilities surcharges, or any other costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulations, or interpretations thereof, promulgated by a governmental authority in connection with the use or occupancy of the Property or the parking facilities serving the Property; (xii) any fees assessed by a property owners’ association; (xiii) an administrative fee of 25% of Common Area Maintenance Charges

for the Property; (xiv) a management fee paid to a third party management company; (xv) the reasonable depreciation of equipment used in the operation and maintenance of Common Areas; and (xvi) any and all expenses Landlord incurs as the owner of the Property under any Declaration.

2.5 “Effective Date”

Shall mean the date that the last of Landlord or Tenant executes this Lease.

2.6 “Event of Default”

Shall have the meaning ascribed hereto in Section 15.1.

2.7 “Gross Sales”

Shall mean absolutely all amounts received from the sale of all goods, wares and merchandise sold and the actual charges for all services performed by Tenant or by any subtenant, licensee, concessionaire or other person, in, at, from or arising out of the use of the Premises, wholesale or retail, cash or credit, or otherwise, and includes the value of all consideration received or promised for any of the foregoing, without reserve or deduction for inability, failure or cost to collect, including, but not limited to, sales and services: (i) where the orders therefore originate in, at, from or arising out of the use of the Premises, whether delivery or performance is made from the Premises or some other place and regardless of the place of bookkeeping, payment or collection; (ii) made or performed by mail, telephone, internet or any other form of electronic commerce, or facsimile orders received or filled in, at or from the Premises; (iii) made or performed by means of mechanical or other vending devices on the Premises; (iv) which Tenant, any subtenant, licensee, concessionaire or other person, in the normal and customary course of business, would credit or attribute to its operation at the Premises; or (v) sales made over the internet from a kiosk in the Premises, or completed from inventory in the Premises. Gross Sales shall not include: (i) returns to shippers and manufacturers; (ii) cash or credit refunds to customers on transactions otherwise included in Gross Sales; (iii) sales of fixtures, machinery and equipment, which are not stock in trade, after use thereof in the operation of Tenant’s business; and (v) amounts which are separately stated and collected from customers and which are paid by Tenant to any governmental entity for sales or excise tax. No franchise fees or taxes, capital stock tax, tax based on assets or net worth or gross receipts tax, and no income or similar tax based on income or profits shall be deducted from Gross Sales.

2.8 “Improvements”

Shall mean the interior, non-structural elements of the Premises, including, but not limited to, the following: the ceiling system and light fixtures suspended from the roof; awnings; interior and partition walls; the finish or wall coverings applied to the interior surfaces of exterior walls or demising (i.e., party) walls; the glass, glazing, doors, windows and components thereof; floor coverings (i.e., carpet or tile), but not the slab or structural components thereof; and gas, electric, fire sprinkler, telephone, water, plumbing, heating, ventilation, and air conditioning lines, pipes, conduits, ducts, connections, meters, systems, and equipment which directly and exclusively serve the Premises (as opposed to such equipment, facilities, or systems which serve the Premises in common with other improvements or Common Area constructed in the Property) except to the extent such systems or utilities are embedded within structural components of the Premises.

2.9 “Term”

Shall mean the period of time defined in Section 1.1(f) which shall begin on the Rent Commencement Date defined in Section 1.1(l).

2.10 “Initial Year”

Shall mean the first Lease Year of this Lease, and shall include any period of time between the Rent Commencement Date and the first day of the month immediately following the Rent Commencement Date.

- 2.11 “Shopping Center”**
Shall mean all the buildings located within the Property, the size of same shall be Landlord’s best estimate of the number of leasable square feet of area in the Property. Landlord shall have the sole right to adjust this estimate from time to time due to the addition, removal, or alterations to the Property or to any building on the Property.
- 2.12 “Lease”**
Shall mean this agreement, including all exhibits, riders, amendments, or addenda, all of which are incorporated herein and made a part hereof.
- 2.13 “Lease Year”**
Shall mean each successive twelve month period of the Term, commencing on the Rent Commencement Date (or if the Rent Commencement Date shall occur other than on the first day of a calendar month, then on the first day of the next succeeding calendar month) and on each anniversary thereof.
- 2.14 “Pass-Through Charges”**
Shall mean the Tenant’s Proportionate Share of Common Area Maintenance Expenses as defined in Section 5.5.
- 2.15 “Permitted Transfer”**
Shall have the meaning ascribed thereto in Section 11.4.
- 2.16 “Permitted Use”**
Shall have the meaning ascribed thereto in Section 4.1.
- 2.17 “Possession Date”**
Shall mean the later of the Effective Date or the date the Landlord delivers possession of the Premises to Tenant (“Delivery Date”).
- 2.18 “Premises”**
Shall mean the portion of the Property leased to the Tenant pursuant to this lease which is identified in Exhibit A, the address of which is set forth in Section 1.1(c).
- 2.19 “Premises Floor Area”**
The number set forth in Section 1.1(d), which Landlord and Tenant hereby agree is the area of the Premises. Notwithstanding the foregoing, Landlord and Tenant acknowledge that, at the execution of this Lease, the exact square footage of the Premises is approximate. Landlord and Tenant agree that at any time after Tenant takes possession of the Premises, Landlord may elect to determine the actual square footage of the Premises. In the event that any such remeasurement determines there is a deviation between the actual square footage of the Premises and the square footage of the Premises as set forth in Section 1.1(d) hereof of ten percent (10%) or more, and the determination is certified by an architect, this Lease shall be amended to reflect the actual square footage of the Premises as the new Premises Floor Area and to adjust proportionately the Base Rent, Tenant’s Proportionate Share, and all other charges which are calculated based upon the Premises Floor Area. If the deviation is less than ten percent (10%), then Landlord may, at Landlord's sole option, elect to either adjust such charges proportionately, or to retain such charges and the Premises Floor Area as they are set forth herein. Any underpayment of Rent resulting for any period due to any adjustment made pursuant to this Section 1.1(d) shall be promptly paid by Tenant; and any overpayment of Rent resulting for any period due to any adjustment made pursuant to this Section 1.1(d) shall be promptly refunded by Landlord.
- 2.20 “Property”**
Shall mean the Shopping Center, all land and all buildings and Common Areas, as currently existing or hereafter constructed owned or controlled through ground lease by Landlord and contiguous with the Premises or, if not contiguous, otherwise benefiting or serving, either directly or indirectly, the Premises,

which may from time to time be expanded or contracted together with and subject to any declarations, restrictive covenants, or reciprocal easements to which Landlord may, now or hereafter, subject the Property (collectively, the "Declaration").

2.21 "Rent"

Shall mean the aggregate of all Base Rent, Percentage Rent, Additional Rent and all other amounts, liabilities and obligations, together with every fine, penalty, interest and cost which may be added for non-payment or late payment thereof due from the Tenant to Landlord pursuant to this lease.

2.22 "Rent Commencement Date"

Shall have the meaning ascribed thereto in Section 3.1.

2.23 "Rules and Regulations"

The Rules and Regulations attached as Exhibit B, as they may be supplemented or amended from time to time by Landlord, as set forth in Section 4.4.

2.24 "Security Deposit"

Shall have the meaning ascribed thereto in Section 5.8

2.25 "Special Stipulations"

Shall mean any terms and conditions included on an attached Exhibit D to this Lease as described in Section 1.1(q).

2.26 "Substitute Premises"

Shall have the meaning ascribed thereto in Section 16.

2.27 "Taxes"

Shall mean all real estate, personal property and other ad valorem and non-ad valorem taxes, water and sewer charges, fire, rescue and emergency medical services and similar fees and any other levies, charges, fees, impositions, local improvement rates and assessments whatsoever assessed or charged against the Property, the equipment and the improvements therein contained (all of the above being ordinary, extraordinary, general, special or otherwise), or any part thereof, by any lawful taxing authority and including any amounts assessed or charged in substitution for or in lieu of any such taxes, excluding only income, franchise, inheritance or capital gains tax, to the extent such taxes are not levied in lieu of any of the foregoing against the Property or Landlord.

2.28 "Tenant's Proportionate Share"

Is dividing the Premises Floor Area by the floor area contained within the Shopping Center, as reasonably stated by the Landlord, that is or shall be leased to tenants who shall be similarly subject to proportionate shares of Common Area Maintenance Charges, as herein provided, which shall be subject to adjustment from time to time. Notwithstanding the foregoing, for purposes of determining Tenant's Proportionate Share, Landlord, at its option, may exclude the leasable area of any space containing at least 20,000 square feet of leasable area from the total leasable area of the buildings within the Property; and if Landlord does so, then any amounts received by Landlord as a contribution toward Common Area Maintenance Charges or Taxes, as applicable, for any such excluded space will be deducted from the applicable expense prior to calculating Tenant's Proportionate Share hereof. In addition, if the tenant of any space containing at least 20,000 square feet of leasable area maintains the Common Areas on its parcel at its own expense or pays its own Taxes directly to the taxing authorities, then Tenant's share of Common Area Maintenance Charges and/or Taxes, as applicable, on the remainder of the Property shall be calculated based on the denominator equal to the leasable area of the buildings within the Property after deducting the leasable area of any such self-maintained space.

ARTICLE 3 – TERM

3.1 Term; Rent Commencement Date

The term (the “Term”) of this Lease shall commence on the date specified in Section 1.1(l) (the “Rent Commencement Date”) and shall continue for the term set forth in Section 1.1(f). The parties hereto acknowledge that certain obligations under various provisions hereof may commence prior to the Rent Commencement Date; e.g., provisions regarding construction, indemnification, liability insurance, etc., and the parties agree to be bound by these provisions prior to commencement of the Term.

Within ten (10) days after receiving an agreement executed by Landlord that confirms the Rent Commencement Date and such other factual matters as Landlord may reasonably request, Tenant shall deliver to Landlord a fully executed original of such agreement. If Tenant fails to make such delivery to Landlord within such ten (10) day period, all information set forth in the agreement executed by Landlord and delivered to Tenant shall be deemed accurate, unless Tenant provides Landlord with written notice of its disagreement with any information set forth therein, together with its rationale for such disagreement, within such ten (10) day period.

3.2 Condition

Tenant acknowledges and agrees that the Premises shall be leased by Landlord to Tenant in an “as is” condition, except as set forth in Landlord’s Work, if any, as set forth in Exhibit E attached hereto, and that Landlord makes absolutely no representations or warranties whatsoever with respect to the Premises or the condition thereof. Tenant represents and warrants that, by leasing the Premises, Tenant has examined and approved all things concerning the Premises, which Tenant deems material to Tenant’s leasing and use of the Premises. Tenant taking possession of the Premises to install fixtures or equipment, perform Tenant’s Work (as such term is defined in Exhibit F hereof), or for any other purpose whatsoever shall be conclusive evidence against Tenant that the Premises and Landlord’s Work (if applicable) are in satisfactory condition and acceptable to Tenant. Any work (other than Landlord’s Work) which is done by Landlord at the Premises at Tenant’s request shall be at Tenant’s expense, and shall be paid for by Tenant in such manner as Landlord may reasonably require (including prepayment). Landlord shall have the right at any time to install or place upon, or affix to the roof and exterior walls of the Premises equipment, signs, displays, antennas, and any other objects or structures of any kind provided the same shall not materially affect the structural integrity of the Shopping Center.

Landlord hereby reserves the right to subject the Property to any Declaration which is not inconsistent with the rights and privileges granted to Tenant hereunder; Tenant hereby acknowledges such reservation and agrees that this Lease and all of Tenant’s rights hereunder shall at all times be subject and subordinate to the provisions of any Declaration; and Tenant hereby agrees to execute, acknowledge and deliver any such document and to take any such actions as Landlord may reasonably request in order for any such Declaration to take and remain in effect, to be amended or modified, or for Landlord to take any other action with regard thereto, and for any such Declaration, amendment, modification or other document to be recorded in the public records of Leon County, Florida; provided, however, the need for Tenant’s consent or approval to any such Declaration, amendment, modification or any other action with regard thereto shall not be deemed necessary as a result of this Paragraph. If Tenant shall fail to deliver any such document within fifteen (15) days after Landlord’s written request therefor, Landlord shall be entitled as Tenant’s special attorney-in-fact to execute and deliver any such document on behalf and in the name of Tenant. The aforesaid power of attorney is given as security, is coupled with an interest and is irrevocable.

With regard to any initial construction to be performed by Tenant on the Premises prior to Tenant opening for business at the Premises (“Tenant’s Work”), if any, Tenant, at its expense, shall perform all of Tenant’s Work, as set forth in Exhibit F attached hereto. All contractors and subcontractors performing any work

in, on or about the Premises or providing any materials, supplies or equipment therefore on behalf of Tenant, as a part of Tenant's Work or otherwise, shall be approved by Landlord in writing.

3.3 Alterations and Additions

Except as included in Tenant's Work, Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord, which may be withheld or conditioned at Landlord's sole discretion. Any alterations, additions or improvements to or of said Premises, including but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the Premises and belong to the Landlord and shall be surrendered with the Premises unless Landlord shall require that same be removed as set forth in this Paragraph. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense and in compliance with all applicable law. Upon the expiration or sooner termination of the Term hereof, Tenant shall upon written demand by Landlord, given on or before the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

3.4 Quiet Possession

Upon Tenant paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions of Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

3.5 Holding Over

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof with the express written consent of Landlord, the person or party remaining in possession shall be deemed to be a tenant at sufferance, and during any such holdover the Rent payable under this Lease by such tenant at sufferance shall be twice the last monthly Base Rent and Additional Rent together, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy. Tenant shall also indemnify and hold Landlord harmless from all damages incurred by Landlord arising from Tenant's holdover after the termination or expiration of the Term hereof.

Notwithstanding anything to the contrary contained in the above Paragraph, Tenant is hereby required to notify Landlord, one hundred and twenty (120) days prior to the expiration of this Lease, or any extension or renewal thereof, of its intention to vacate the Premises at the expiration of the then current term. If such notice is not received by Landlord by the date which is one hundred and twenty (120) days prior to the expiration date of the then current term, this Lease will automatically renew on a Month-to-Month basis and Tenant will pay monthly rent at the greater of the Holdover rate as specified in above Section 3.5 or the current market rate at the time of Lease expiration. Such monthly rent amount will begin on the first day following the expiration date and continue through and including the last day in which Tenant occupies the Leased Premises. Tenant shall, upon vacating the Premises, leave the Premises in accordance with, and pursuant to, the terms of the Lease as it would have if vacating at the natural expiration of this Lease.

ARTICLE 4 – USE AND OPERATION OF PREMISES

4.1 Use

Tenant shall use the Premises solely for the Permitted Use as set forth in Section 1.1(m) and shall not use or permit the Premises to be used for any other purpose and shall conduct business in the Premises solely under the trade name specified in Section 1.1(a), unless expressly permitted by Landlord in writing.

Tenant shall not use the Premises for any other purpose without the prior written consent of Landlord. It is understood that Landlord has absolute and arbitrary discretion as to approval of any proposed change of use. Tenant shall have no claim against Landlord for any damages in the event the Permitted Use is or becomes prohibited or substantially impaired by reason of any law, ordinance or regulation of federal, state, county or by reason of any legal or governmental or other public authority.

4.2 Radius Restriction

Tenant covenants and agrees that, during the Term, neither Tenant nor Tenant's management; nor any person or entity controlled by Tenant or controlled by any of the same persons or entities controlling Tenant, or otherwise affiliated with Tenant; nor any guarantor of this Lease, shall directly or indirectly own, operate, be employed in, direct or serve any other place of business which is (a) the same, similar to, or in competition with the business Tenant is obligated to operate in the Premises by virtue of the provisions of this Lease; and (b) located within a radius of Five (5) miles from the outside boundary of the Property (which distance shall be measured in a straight line without reference to road mileage). In the event that this covenant is violated, then, in addition to any other remedy Landlord may have, during any such violation, the Base Rent provided for in this Lease shall be increased by fifty percent (50%); and, in addition, for the purpose of computing Percentage Rent, if any, owed hereunder, the Gross Sales of any such other place of business shall be considered to be a part of the Gross Sales derived in, on, or from the Premises, and Tenant agrees to pay Percentage Rent to Landlord computed on the basis of such combined Gross Sales. The foregoing radius restriction shall not apply to any business operated by Tenant as of the Lease Date, provided that: (i) the nature and character of any such business remains the same as that operated on the Lease Date, and (ii) such business is continuously operated by Tenant at the same location in which it operated on the Lease Date.

4.3 Prohibited Uses

Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the Permitted Use of the Premises or which will in any way increase the existing rate of or affect any fire or other insurance upon the Property or any of its contents, or cause a cancellation of any insurance policy covering said Property or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Property or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises. Tenant shall not use the Premises for any purpose which generates an odor or smell which can be detected outside the Premises. Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding. Unless otherwise consented to by Landlord, in writing, Tenant shall be prohibited from operating a recreational or medical marijuana dispensary on the Premises, regardless of state law.

4.4 Exclusive Use.

During the Term of this Lease, provided that Tenant is open and operating in all of the Premises for its Permitted Use under the trade name specified in Section 1.1(a) hereof and is not otherwise in default hereunder, Landlord shall not lease any space located within the Shopping Center **evaluate as to whether Landlord needs to carve out any outparcels** to any other tenant whose permitted use is substantially the same as Tenant's Primary Use (the "Exclusive Use"). For purposes of this Section, Tenant's "Primary Use" shall be deemed to be Tattoo Studio and Art Gallery. Notwithstanding anything herein to the contrary, no tenant of the Shopping Center (nor its successors, sublessees, licensees, concessionaires or assignees) which leases 5,000 square feet or more shall be subject to Tenant's Exclusive Use, nor shall any tenant of the Shopping Center utilizing not more than fifteen percent (15%) of such tenant's leasable floor

area for the incidental sale of items included within Tenant's Exclusive Use be subject to Tenant's Exclusive Use nor shall any existing tenant of the Shopping Center, or its successors, sublessees, licensees, concessionaires or assignees be subject to Tenant's Exclusive Use (collectively, the "Other Authorized Providers"). If, for any period of time during the Term of this Lease, any tenant of the Shopping Center (other than Tenant and any Other Authorized Providers) is permitted under its lease with Landlord to violate Tenant's Exclusive Use (any such other tenant being referred to herein as a "Violating Tenant"), and such Violating Tenant shall continue to violate Tenant's Exclusive Use for more than three hundred sixty five (365) consecutive days after Landlord receives written notice of such violation from Tenant, then, as Tenant's sole remedy therefor, Tenant shall have the right, within thirty (30) days after such 365th consecutive day, to terminate this Lease by written notice given to Landlord within said 30-day period, which termination shall be effective thirty (30) days after the date of such written notice. If Tenant fails to terminate this Lease within said 30-day period, Tenant shall be deemed to have forever waived the right to enforce this provision against the Violating Tenant and/or Landlord. Notwithstanding anything to the contrary contained in this Section, (i) Tenant may not terminate this Lease as aforesaid at any time during a default by Tenant hereunder or at any time after having exercised a Renewal Option hereunder (if Tenant notified Landlord of a violation of Tenant's Exclusive Use prior to exercising the Renewal Option); (ii) the provisions of this Section shall not apply to tenants (nor to their successors, sublessees, licensees, concessionaires or assignees) under leases or other occupancy agreements in existence as of the Effective Date, nor to situations where Landlord does not have approval or consent rights to another tenant's ability to assign or sublet; and (iii) Landlord shall not be obligated to ensure that its tenants, or the assignees or subtenants of its tenants, use their premises in the Shopping Center only for those purposes for which they are permitted to be used under their respective leases; and Landlord shall not be in default hereunder due to, or have any obligation or responsibility with regard to, any tenant which violates Tenant's Exclusive Use where such tenant is not expressly permitted to do so pursuant to the terms of its lease with Landlord.

4.5 Compliance with Law

Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall at its sole cost and expense promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may be hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant. Landlord does not warrant or represent that the Premises or the Property comply with the Americans with Disabilities Act ("ADA"). It shall be the responsibility of the Tenant to comply, at Tenant's sole expense, with the ADA as to the Premises.

4.6 Rules and Regulations

Tenant shall faithfully observe and comply with the Rules and Regulations as listed in Exhibit B throughout the term. Landlord reserves the right to adopt additional Rules and Regulations, or amend any existing Rules and Regulations, which shall be deemed incorporated herein as of the effective date of notice to Tenant setting forth such additional or amended Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any said Rules and Regulations by any other tenants or occupants.

4.7 Hazardous Substances

Tenant will not generate, store, use, handle, discharge, or release hazardous waste materials on the Premises contrary to applicable law. Tenant agrees to save harmless, defend, and indemnify Landlord against, and compensate and reimburse Landlord for, all losses resulting from any storage, use, release or disposal of hazardous waste materials on the Premises by Tenant, including but not limited to court costs, attorney fees, fines, forfeitures, clean up expenses, repairs, loss of use of property, and all similar or dissimilar losses. This indemnity agreement shall continue in full force and effect after termination of this Lease. The term "hazardous waste materials" shall mean asbestos, asbestos-containing materials, polychlorinated biphenyls, mercury, lead, lead-based paint, chlorofluorocarbons, petroleum-based products, petroleum byproducts, explosives and other substances regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., the Resources Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., or any other federal, state or local laws, rules, regulations or ordinances relating to the regulation of toxic or hazardous materials or otherwise to the environment, all as the same may have heretofore been or may hereafter be amended.

4.8 Displays

Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

4.9 Remodel of Property.

Landlord reserves the right to redevelop the Property and/or the Shopping Center in whole or in part, in Landlord's sole discretion. In the event that Landlord shall redevelop either the Property or the Shopping Center in whole or in the majority in either case, Landlord may terminate this Lease upon no less than twelve (12) months prior written notice to Tenant.

In the event Landlord remodels the facade or signage of the Shopping Center or the building in which the Premises is located generally at any time during the Lease Term, within ninety (90) days after the completion of such work, Tenant shall remodel any storefront design elements unique to Tenant's branding of the Premises ("Tenant's Trade Dress") if requested by Landlord. Prior to the start of construction, Tenant shall submit detailed plans of the proposed construction for Landlord's written approval. Additionally, Tenant shall install new awnings and/or signs in conformity with new sign criteria developed in conjunction with such remodeling work, if any. Detailed specifications for such awnings or signs shall be submitted for Landlord's written approval prior to installation, which approval shall not be unreasonably withheld.

4.10 Continuous Operation

Commencing on the Rent Commencement Date, and continuing for the Term of this Lease, Tenant shall open to the public for business and continuously operate its business, fully stocked and staffed, in a manner consistent with reputable business standards and practices, during Tenant's Minimum Business Hours as set forth in Section 1.1(r) herein. Tenant shall use only such portions of the Premises for storage and office purposes as are reasonably necessary for the Permitted Use.

ARTICLE 5 – RENT, SECURITY DEPOSIT AND EQUIPMENT LIEN

5.1 Base Rent

Tenant agrees to pay to Landlord as Rent, without notice, demand, or offset, the amount of Base Rent set forth in Section 1.1(h), in advance on or before the first day of each and every successive calendar month

during the Term hereof. If the Rent Commencement Date is other than the first day of the month, the Base Rent for such partial month shall be due and payable on the first day of the following month and shall be prorated at the Base Rent rate applicable to the first full month of the term. All payments made by Tenant shall be applied to amounts payable by Tenant hereunder in such order as Landlord shall determine in its sole discretion. Notwithstanding the foregoing, the prepaid rent shall be paid upon execution of this Lease.

5.2 Adjustment to Base Rent

Tenant's annual Base Rent shall adjust from time to time as described in Section 1.1(i)

5.3 Sales or Privilege Tax

Tenant shall pay all sales and privilege taxes imposed upon the privilege of leasing or renting real property by any city, county, state, or federal taxing authority, which amount shall be added to each of the installments of Base Rent and Additional Rent payable hereunder. (Currently 7.5%)

5.4 Additional Rent

Commencing at the same time as Base Rent commences under this Lease, Tenant shall pay to Landlord, as Additional Rent, any other amounts (other than Base Rent) for which Tenant is liable to Landlord hereunder, including but not limited to Common Area Maintenance Charges and sales or privilege tax. Additional Rent shall be due and payable by Tenant to Landlord, together with all applicable sales taxes thereon, if any, simultaneously with the next succeeding monthly installment of Base Rent.

5.5 Pass-Through Charges

Tenant shall pay to Landlord Tenant's Proportionate Share of all Common Area Maintenance Charges ("Pass-Through Charges"), which shall be determined for each year by multiplying the total Common Area Maintenance Charges by Tenant's Proportionate Share, expressed as a fraction.

Upon the Rent Commencement Date, Landlord shall submit to Tenant a statement of the anticipated monthly Pass-Through Charges (for the period between the Commencement Date and the following January) and Tenant shall pay these charges as Additional Rent. In any year in which resurfacing of the parking lots or driveways or other similar capital improvements are contemplated, to the extent same may be passed through as Common Area Maintenance Charges, Landlord shall be permitted to include the anticipated cost of same as part of the estimated monthly Pass-Through Charges. By March 1st of each year Landlord shall endeavor to give Tenant a statement showing the total Common Area Maintenance Charges for the Property for the prior calendar year and Tenant's Proportionate Share thereof. In the event the total of the monthly payments which Tenant has made for the prior calendar year is less than the Tenant's actual share of such Pass-Through Charges, then Tenant shall pay the difference in a lump sum within ten (10) days after receipt of such notice from Landlord. Any overpayment by Tenant shall be credited towards the Pass-Through Charges for the then current year, with actual determination of such Pass-Through Charges after each calendar year as above provided. Unless Tenant objects to any such statement within thirty (30) days of receipt thereof, Tenant shall be deemed to have waived the right to make any objections to such statement or to the amount of Tenant's Proportionate Share of Common Area Maintenance Charges for such calendar year.

Even though the Term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's share of said Pass-Through Charges incurred through the date of termination of this Lease for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Pass-Through Charges previously paid, and conversely, any overpayment made shall be immediately rebated by Landlord to Tenant. Failure of Landlord to submit statements as called for herein shall not be deemed to be a waiver of Tenant's requirement to pay sums as herein.

5.6 Payment of Rent

All Base Rent, Percentage Rent, Additional Rent and other sums shall be paid to Landlord without demand and without deduction, set-off, claim or counterclaim of any nature whatsoever which Tenant may have or allege to have against Landlord. All such Rent and other sums shall be paid to Landlord in legal tender of the United States in accordance with Section 1.1(n). Except to the extent that Rent is paid via ACH, such being processed pursuant to the immediately following paragraph below, Rent checks are to be made payable to Landlord at **941 W. Morse Blvd, Winter Park, FL 32789**, or such other person, firm or corporation as the Landlord may hereafter designate in writing. Tenant agrees to pay a Ten dollar (\$10.00) processing fee for submitting payment via check, cashier's check or money order. The obligation of Tenant to pay Rent is independent of any other covenant, agreement, term or provision of this Lease.

At Landlord's option, Tenant shall make payments of Rent and all other payments to Landlord required by the Lease via Automated Clearing House Transfer ("ACH Payment"); in accordance with the terms and conditions of this Paragraph. If Landlord shall elect to have payments made by ACH Payment, Landlord shall provide notice to Tenant of same and Tenant shall, within fifteen (15) days of the date of such notice from Landlord, execute and deliver to Landlord a complete Authorization Agreement in the form set forth in Exhibit I attached hereto or on such other form as shall be reasonably requested by Landlord, together with a voided check for account verification, establishing arrangements whereby payments of the Rent and other funds are transferred by ACH Payment initiated by Landlord from an account established by Tenant at a financial institution approved by Landlord. Thereafter, Tenant shall continue to pay all rental and other obligations by ACH Payment initiated by Landlord unless otherwise directed by Landlord. Any denial or delay of a scheduled ACH Payment resulting from insufficient funds in the account Tenant designates for the ACH debit or any other delay resulting from Tenant's actions, subject to any cure period prescribed under this Lease, shall immediately and automatically be a default of the Lease.

5.7 Past Due Rent and Late Charges

Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after said amount is due, then Tenant shall pay to Landlord a late charge equal to 10% of such overdue amount, plus any attorney's fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. In the event any check, draft, money order or other instrument for the payment of Rent is returned for insufficient funds or is otherwise not honored, Tenant shall pay Landlord a service charge of the highest amount allowed by law, or if there is no statutory provisions for the same, then a charge not to exceed the greater of \$25.00 or five percent (5%) of the amount of the instrument not honored. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

5.8 Security Deposit

Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord the Security Deposit in the amount set forth in the Section 1.1(k). Said Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of Rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this Security Deposit for the payment of

any Rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said Security Deposit is so used or applied, Tenant shall, within five days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such Security Deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty days following expiration of the Term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said Security Deposit to Landlord's successor in interest.

5.9 Equipment Lien.

In addition to the security deposit, currently held by Landlord, Tenant hereby agrees to pledge as security, the Tenant's property consisting of machinery, trade equipment, business and trade fixtures, refrigeration equipment, cabinetry, countertops, tables and chairs, and other trade equipment whether presently placed or installed or hereafter placed or installed at said Premises and including substitutions, accessions, additions and replacements thereof or thereto by Tenant, subtenants of Tenant or assignees of Tenant. All rent, reasonable expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing of Tenant's property, together with reasonable attorney's fees and court costs are secured by this agreement. Tenant represents and warrants that it is the owner of Tenant's property except for the security interest granted by this agreement. The term "Tenant's property" shall not include or be deemed to include any item now or hereinafter installed in the Premises that is an integral part of the Building, including, without limiting the generality of the foregoing, heating plants and systems and air conditioning, electrical and plumbing fixtures, and other like equipment and fixtures. All such items now or hereafter installed in the Premises by Tenant, Landlord or Tenant's sub-Tenant or Tenant's assigned belong to the Landlord upon installation. At no time will the Landlord agree to sign a Waiver from any lending institution and/or finance company regarding its rights to the "Tenant's property". In addition to Landlord's lien pursuant to Chapter 83, Florida Statutes, Tenant hereby grants to and in favor of Landlord a security interest in Tenant's right, title and interest in and to Tenant's Property during the Term, and authorizes Landlord to file and/or record any and all UCC Financing Statements and Amendments thereto as Landlord shall from time to time deem necessary in connection with such security interest. Tenant will keep Tenant's property in good condition and repair, reasonable wear and tear excepted. Tenant will permit Landlord and its agents to inspect Tenant's Property at any time without prior notice. Tenant shall be in default under this Lease if Tenant removes, replaces or sells Tenant's property without the written consent of Landlord. In addition, to all of the remedies set forth in the Lease, Landlord shall have the option to remove and store Tenant's property at the expense of Tenant or sell the same on behalf of Tenant at public or private sale in such manner as is commercially reasonable, with any proceeds thereof to be first applied to the costs and expenses, including attorney's fees, of the storage and sale and the payment of any amounts owed by Tenant under this Lease, or (b) treat the same as abandoned property and remove and claim or dispose of the same in such manner as Landlord may elect, all at the expense of Tenant.

5.10 Percentage Rent

In addition to the Base Rent, Tenant shall also pay to Landlord each year percentage rent in an amount equal to percentage rent rate specified in Section 1.1(n) of this lease multiplied by the excess of (i) the total Gross Sales made in or from the Premises during the calendar year in question over (ii) the Breakpoint. As used herein, the "Breakpoint" shall mean the aggregate of the minimum guaranteed rent payable for the calendar year in question divided by _____. The percentage rent shall be paid on or before January

10 following each calendar year in which the Gross Sales made in or from the Premises exceeds the Breakpoint. In no event shall the Rent to be paid by Tenant and retained by Landlord for any calendar year be less than the Base Rent specified in this lease.

If this lease should commence on a date other than the first day of a calendar year or terminate on a date other than the last day of a calendar year, the Breakpoint shall be calculated by reference to the aggregate minimum guaranteed rent payable during such fractional part of the calendar year following the Rent Commencement Date or preceding the termination date as the case may be, and the amount of gross sales used to calculate percentage rent shall be the total gross sales made in or from the Premises during such fractional calendar year. Upon the termination of this lease, Tenant shall make a payment of percentage rent for the final fractional calendar year within ten (10) days after the termination of this Lease. The provisions of this Section shall survive the expiration or termination of this Lease.

5.11 Reporting

During the term of the Lease Agreement, Tenant shall maintain full, complete and accurate permanent records and accounts in accordance with general accounting practices acceptable to Landlord and such records and accounts and all supporting records shall at all times be open to inspection and audit at the Premises by Landlord or its duly authorized agents or representatives during ordinary business hours. Tenant shall keep and preserve said records for not less than thirty-six (36) months.

Tenant shall deliver to Landlord, and/or any party designated by Landlord, not later than the fifteenth (15th) day after the end of each calendar month of the Term, a complete and accurate copy of the State of Florida, Department of Revenue, Sales and Use Tax Return form, showing the full amount of Tenant's gross receipts from the Premises made during the previous calendar month. If Tenant shall fail to deliver any such requested financial statements within thirty (30) days of Landlord's request therefor, in addition to any other rights or remedies Landlord may have, upon fifteen (15) days' notice to Tenant, Landlord may impose on Tenant a fine in the amount of not more than One Hundred and 00/100 Dollars (\$100) for Tenant's failure to timely deliver any such financial statements, which fine shall be paid upon demand as Additional Rent.

Tenant shall deliver to Landlord, not later than thirty (30) days after the end of each Lease Year and after the expiration or termination of this Lease, a complete and accurate copy of the State of Florida, Department of Revenue, Sales and Use Tax Return form, showing the full amount of Gross Sales made from the Premises during such Lease Year. If Tenant shall fail to deliver any such requested financial statements within thirty (30) days of Landlord's request therefor, in addition to any other rights or remedies Landlord may have, upon fifteen (15) days' notice to Tenant, Landlord may impose on Tenant a fine in the amount of not more than One Thousand and 00/100 Dollars (\$1,000) for Tenant's failure to timely deliver any such financial statements, which fine shall be paid upon demand as Additional Rent.

ARTICLE 6 – TAXES AND ASSESSMENTS

Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all of Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

ARTICLE 7 – UTILITIES

7.1 Tenant's Obligations

Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other premises. Tenant shall be responsible for any deposits with the utility company servicing the Premises. Tenant shall arrange for, at Tenant's sole expense, regular janitorial service to the Premises.

7.2 Pest Control

Tenant shall arrange for, at Tenant's sole expense, regular pest control service for the Premises.

ARTICLE 8 – INSURANCE AND HOLD HARMLESS

8.1 Insurance by Tenant

Tenant shall, at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance coverage:

- (a) Property Insurance. A policy of insurance upon Tenant's leasehold improvements and personal property against loss or damage by hazard insured either under the broadest possible "all-risk" or "Special Form" policy, but at least as broad as ISO CP 1030, including collapse, vandalism, boiler and machinery, plate glass, signage, doors and windows, and sprinkler leakage, in an amount equal to one hundred percent (100%) of the full replacement cost thereof and having a commercially reasonable deductible, not to exceed \$25,000.
- (b) Liability Insurance. A policy of comprehensive public liability insurance insuring Landlord, Landlord's property manager, and at Landlord's request Landlord's mortgagee, and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto together with a list identifying the Premises as a covered property and a schedule of values. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Such insurance, and any and all other liability insurance maintained by Tenant in excess of or in addition to that required hereunder, shall be endorsed to name Landlord, Landlord's property manager, and at Landlord's request, Landlord's mortgagee as additional insureds.
- (c) Minimum General Liability Insurance Coverage. \$2,000,000.00 for injury or death of one person in any one accident or occurrence and in the amount of not less than \$2,000,000.00 for injury or death of more than one person in any one accident or occurrence. Tenant shall also maintain umbrella liability coverage in the amount of at least \$2,000,000.00, except that if Tenant's Permitted Use includes use for a restaurant, bar or other establishment that serves food or alcohol for on-premises consumption, Tenant's umbrella liability coverage shall be no less than \$4,000,000.00. In the event that Tenant's operations at the Premises include the sale of alcoholic beverages from the Premises, then Tenant shall also maintain liquor liability insurance (a/k/a "dram shop insurance") in the amounts of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Such insurance shall further insure Landlord and Tenant against liability for property damage of at least \$250,000.00.

- (d) Professional Liability (E&O) [for licensed professional types of business only; medical, nail salons, massage etc.] insurance with limits not less than \$1,000,000 per claim/\$2,000,000 aggregate.
- (e) Carriers and Features. Insurance required hereunder shall be in companies rated A:VIII or better in "Best's Key Rating Guide". Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage without 30 days' notice to Landlord. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry.

8.2 Waiver of Subrogation

Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

8.3 Increase of Premiums

If, by reason of Tenant's use or occupation of the Premises or the keeping or maintenance of the Improvements or personal property, the insurance rate to Landlord for the Premises or the Property shall increase, then Tenant shall be responsible for paying the increased cost, and such payment shall be considered Additional Rent and be due and payable upon demand by Landlord. Tenant shall not use, or permit the use of, the Premises in any manner that would violate any requirement of any policy of insurance held by Landlord.

8.4 Hold Harmless.

Tenant shall indemnify and hold harmless Landlord and Landlord's shareholders, directors (if Landlord is a corporation) members (if Landlord is a limited liability company), officers, employees, and agents (collectively the "Indemnified Parties") against and from, and compensate and reimburse Landlord for, any and all losses, liabilities, claims, damages, and expenses (including without limitation reasonable attorneys' fees and costs) (collectively "Losses") arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless the Indemnified Parties against and from any and all Losses arising from any breach or default the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest or invitee of Tenant, and from, and compensate and reimburse Landlord for, all costs, attorney's fees, losses, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, excluding however any Losses arising solely from the negligence of Landlord. In case any action or proceeding is brought against any of the Indemnified Parties by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's negligence, and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.

Neither Landlord nor its agent shall be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Shopping Center or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises.

ARTICLE 9 – REPAIRS

9.1 Repairs by Tenant

Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in first class, good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including without limitation, the maintenance, replacement and repair of any entrance to the Premises (including plate glass), doors, window casements, glazing, plumbing, pipes, electrical wiring and conduits, HVAC system, and any grease traps serving the Premises. Tenant shall replace light bulbs in the Premises. Tenant shall obtain a service contract for repairs and maintenance of any HVAC systems serving only the Premises, which maintenance contract shall conform to the requirements under the warranty, if any, on said systems. Tenant shall maintain an industry standard service contract with a qualified and licensed HVAC service contractor providing for regular seasonal maintenance (as per manufacturer's recommendation, but not less than four (4) times per year, including the manufacturer's recommended points for service and repair) of the HVAC system ("HVAC Service Contract"). Within ten (10) days after Landlord's request therefor, which requests may be made from time to time, Tenant shall furnish Landlord with a copy of the HVAC Service Contract required to be maintained by Tenant hereunder and copies of paid invoices and work orders verifying the nature of the work performed under such contract. If Tenant fails to maintain any such HVAC Service Contract or timely deliver to Landlord the documentation requested by Landlord relating thereto, Landlord may, at its option, after ten (10) days' notice to Tenant, enter into an HVAC Service Contract; and, upon demand, Tenant shall pay to Landlord, as Additional Rent, all charges incurred by Landlord under any such contract, together with a sum equal to twenty five percent (25%) of said charges for overhead and administration.

Tenant shall, upon the expiration or sooner termination of this Lease hereof, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant. Specifically but not by way of limitation, Tenant shall not use or utilize the plumbing fixtures or systems installed in or serving the Premises for any purpose other than for such purposes for which they are intended, and no substance other than substances intended to be disposed of in such plumbing shall be deposited therein. Tenant shall bear the sole expense of correcting any violation of the immediately preceding sentence.

9.2 Repairs by Landlord

Notwithstanding the provisions of Section 9.1 above, Landlord shall repair and maintain the structural portions of the Property, including the exterior walls and roof, unless the need for such maintenance and repairs is caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in Section 10 hereof, there shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any

repairs, alterations or improvements in or to any portion of the Property or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance nor or hereafter in effect

ARTICLE 10 – CASUALTY AND CONDEMNATION

10.1 Eminent Domain

If more than 25% of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right at its option, within 60 days after said taking, to terminate the Lease upon 30 days written notice. If either less than 25% of the Premises shall be so taken or appropriated (or more than 25% of the Premises are so taken or appropriated and neither party elects to terminate as herein provided), the Base Rent thereafter to be paid shall be equitably reduced. If any part of the Property other than the Premises may be so taken or appropriated, Landlord shall within 60 days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

10.2 Reconstruction Covered by Insurance

In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Base Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall materially interfere with the business carried on by the Tenant in the Premises, as determined by the Landlord in its reasonable discretion. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of Rent.

10.2.1 Reconstruction Not Covered by Insurance

In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall have the option to: (1) repair or restore such damage, this Lease continuing in full force and effect, but the Base Rent to be proportionately reduced as herein above in this Section, or (2) give notice to Tenant at any time within 60 days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than 30 days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Base Rent, reduced by a proportionate reduction based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, and Additional Rent shall be paid up to date of said such termination.

10.3 Limitation on Reconstruction

- (a) Notwithstanding anything to the contrary contained in this Lease, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section occurs during the last twenty four months of the Term of this Lease or any extension or renewal term thereof.
- (b) Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any Improvements, fixtures, or other personal property of Tenant

ARTICLE 11 – ASSIGNMENT, TRANSFER AND SUBLETTING

11.1 Transfers Prohibited Without Consent

Tenant, and/or any Guarantor of Tenant, shall not without the prior written consent of Landlord, which consent may be withheld or conditioned by Landlord in its sole discretion, either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof. In determining whether (or not) to grant its consent, Landlord shall have the right to request from any potential assignee or subtenant such financial and operational information as Landlord shall determine in order to reasonably satisfy itself that a potential assignee or subtenant and guarantor(s) have suitable experience and financial strength. Consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant or any Guarantor of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

11.2 Administrative Fee

In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant, and/or any Guarantor of Tenant, shall pay Landlord a fee of One Thousand Five Hundred Dollars (\$1,500.00) to cover costs incurred by Landlord in connection with the processing of documents necessary to giving of such consent.

11.3 Excess Rent

In the event Tenant, and/or any Guarantor of Tenant, shall sell, assign, transfer, or sublet the Premises or its interest in this Lease for an amount in excess of the Base Rent stipulated herein, then Tenant, and/or any Guarantor of Tenant, shall pay to Landlord as additional rent 100% of any such rent or other consideration immediately upon receipt under any such assignments or, in the case of a sublease, Tenant, and/or any Guarantor of Tenant, shall provide Landlord with a copy of the Sublease Agreement and on the first day of each month during the term of any sublease, 100% of all rent and other consideration due from the subtenant for such month then payable to Landlord pursuant to the provisions of this Lease for said month; provided, however Landlord shall not be responsible for any deficiency if Tenant, and/or any Guarantor of Tenant, shall assign this Lease or sublet the Premises or any part thereof any rental less than the Base Annual Rent provided for herein, Permitted Transfer.

11.4 Permitted Transfer

Notwithstanding the provisions of Section 11.1 above to the contrary, Landlord shall not unreasonably withhold its consent for (i) an assignment or sublease of this Lease to Tenant's franchisor, Tenant's parent company, subsidiary or affiliate, or (ii) an assignment of this Lease that results from a transfer, merger, sale or consolidation of Tenant's stock or assets provided that the surviving or acquiring entity has a net worth of at least \$10,000,000.00 (in the case of (i) or (ii), a "Permitted Transfer"). It shall not be unreasonable for Landlord to withhold its consent to a transfer if: (i) Landlord determines that the proposed assignee's or sublessee's use of the Premises is not substantially the same as Tenant's Permitted Use or materially conflicts with any other provision of this Lease or any existing occupancy of the Property; (ii) in Landlord's reasonable determination, the proposed assignee or sublessee has a net worth less than the greater of (A) that of Tenant at the time of such request for consent, or (B) that of Tenant as of the Effective Date; (iii) in Landlord's reasonable determination, the proposed assignee or sublessee lacks sufficient business reputation or experience to conduct a business of the type and quality equal to that conducted by Tenant or conducted in a first class shopping center; (iv) the proposed assignee or sublessee requires any

material change to the Lease; or (v) the proposed assignee or sublessee is an existing tenant of the Property or is a prospective tenant with respect to other space in the Property. In the event of any such assignment, sublease, or transfer, Tenant and any Guarantor shall remain liable for the performance of the Lease as set forth in Section 11.1 thereof.

ARTICLE 12 – ENTRY BY LANDLORD

Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to post “For Rent” signs, to repair the Premises and any portion of the Property of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of Rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed. Tenant hereby waives any claim for damages or for any injury or inconvenience with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

ARTICLE 13 – COMMON AREAS

13.1 Use

Tenant, for the use and benefit of Tenant, its agents, employees, customers and licensees, shall, subject to the rights of tenants in the Property having the exclusive right to use certain portions of the Common Areas and automobile parking areas, have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers and licensees, to use said Common Areas and parking areas during the entire Term, or any extension thereof, for ingress and egress, and automobile parking. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as the Landlord may adopt from time to time for the orderly and proper operation of said Common Areas and parking areas. Such rules may include but shall not be limited to the following: (i) the restricting of employee parking to a limited, designated area or areas, and (ii) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant. Landlord shall have the right, without notice to or consent of Tenant, to alter the Common Areas and/or automobile parking areas from time to time, to change the size, location, elevation and nature of all or any portion of the Property, including the Common Areas, and the stores in the Property; and to remove, repair, alter, improve or rebuild all or any part of the Property, including the Common Areas. Without limiting the foregoing, Landlord expressly reserves the right to modify, from time to time, the Property's traffic flow pattern, layout of parking spaces and the entrances-exits to adjoining public streets or walkways, to utilize portions of the Common Areas for entertainment and displays, and to do such other acts in and to the Common Areas, as in its judgment may be desirable. Landlord shall have the right to close any Common Areas or other facilities, or temporarily to abate the operations of such facilities, all without being deemed an eviction of Tenant or a default by Landlord hereunder. Landlord shall have the right, at any time, to change the location, shape, height, size, nature and configuration of stores, buildings, drive aisles, parking, and entrances, to locate and construct thereon kiosks, additional buildings and improvements of any type, to make alterations or additions and to build additional stories on the Shopping Center and the Premises. Any site plan, drawing or similar exhibit relating to the Property, the Shopping Center and/or the Premises contained in this Lease are diagrammatic

and approximate and is not, and shall not be deemed to be, a representation or warranty of any the location or existence of any Common Areas or any existing or future tenant, occupant, or owner of the Shopping Center or the Property.

13.2 Landlord's Responsibility

All of Landlord's expenses in connection with said automobile parking and Common Areas shall be charged and prorated in the manner as set forth in Section 5.5 hereof.

ARTICLE 14 – LANDLORD'S INTEREST NOT SUBJECT TO LIENS

14.1 Liens, Generally

Tenant shall keep the Premises and the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a payment and performance bond in an amount equal to the contract amount for the cost of any improvements, additions or alterations in the Premises which the Tenant desires to make to insure Landlord against any liability for construction and materialmen's liens and to insure completion of the work.

14.2 Construction Liens

No construction liens shall be placed against the Landlord's title in the Premises for or on account of the construction of any improvement upon the Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with Tenant. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the Landlord's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes. Tenant agrees to promptly pay or bond any liens, and further agrees to indemnify and save harmless the Landlord from and against any loss, cost or expense occasioned by any lien prohibited hereby, including the cost and expense of defending or removing the same, whether the claim therefore be with or without merit or valid or invalid. Further, the Tenant agrees to promptly notify any contractor making any improvements to the Premises of the provisions of this Lease contained in this paragraph. It is the intent of this language to comply with Section 713.10 of the Florida Statutes, as amended. Tenant further agrees that upon request of Landlord, Tenant shall execute a notice that sets forth the foregoing provisions, which notice may be recorded by Landlord in the public records of the county where the Property is located. Tenant shall also require the contractor to identify Landlord in any Notice of Commencement relating to the Premises as a party designated by owner upon whom notices or other documents are to be served.

ARTICLE 15 – DEFAULT

15.1 Events of Default

The occurrence of any one or more of the following events shall be an Event of Default hereunder and constitute a default and breach of this Lease by Tenant:

- (a) The vacating or abandonment of the Premises by Tenant for a period of fifteen (15) consecutive days (even if it continues to pay Rent); then Landlord may terminate Tenant's right to possession without terminating this Lease, or may terminate this Lease, for as long as the default continues.
- (b) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder when due.

- (c) The assignment, transfer, sublease, merger or encumbrance made or deemed to be made that is in violation of the terms and conditions of this Lease.
- (d) The failure by Tenant to observe or perform any other covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, where such failure shall continue for a period of ten days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than ten days are reasonably required for its cure, Tenant shall not be deemed to be in default if Tenant commences such cure within said ten-day period and thereafter diligently prosecutes such cure to completion.
- (e) The making by Tenant of any general assignment or general arrangement for the benefit of creditors, or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or, reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against Tenant, the same is dismissed within 60 days), or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days, or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days.
- (f) The death of Tenant or any guarantor of Tenant's obligations hereunder; or the commencement of steps or proceedings toward the dissolution, winding up, or other termination of the existence of Tenant or of any guarantor of Tenant's obligations hereunder, or toward the liquidation of any of their respective assets.
- (g) Tenant hereby irrevocably waives any right to service of notice of eviction or default as may be required by this lease and/or Florida law (without limitation, a three-day notice under §83.20(2), Fla. Stat.).
- (h) The occurrence of any other event described as a default elsewhere in this Lease, or any addendum or amendment hereto, regardless of whether such event is defined as an "Event of Default."

15.2 Remedies on Default

In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

- (a) Terminate Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to the cost of recovering possession of the Premises; expenses of re-letting, including necessary renovation and alteration of the Premises; reasonable attorney's fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid Rent, Additional Rent and other charges called for herein for the balance of the term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of Rent or other sums shall bear interest from the date due at the maximum legal rate;

- (b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease including the right to recover the Base Rent, Additional Rent and other charges as may become due hereunder;
- (c) Accelerate the Rent for the entire balance of the Term or any part thereof, and any costs and sheriff's, marshal's, constable's or other official's commissions, whether chargeable to Landlord or Tenant, as if by the terms of this Lease said balance of the Rent and such other charges and expenses were payable in advance on the date of such acceleration. For purposes of accelerating the Rent for the balance of the Term, Landlord shall be entitled to calculate the Rent for the then remaining Term by assuming a five percent (5%) increase in CAM Expenses, Taxes and Landlord's Insurance Expenses for each Accounting Period or portion thereof remaining in the Term. Nothing herein shall relieve Tenant of liability for actual Rent in excess of such calculations for any period by Landlord pursuant to this Section. If such calculations exceed the amount of actual Rent for such period, Landlord shall either refund such excess to Tenant or apply such excess to other sums which may become due to Landlord under this Lease;
- (d) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Florida.
- (e) Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorney's fees and expenses at all tribunal levels) in (1) obtaining possession of the Premises, (2) removing, storing and/or disposing of Tenant's or any other occupant's property, (3) repairing and restoring the Premises, (4) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, cost of tenant finish work, and other costs incidental to such reletting, including, without limitation, commercially reasonable costs, consistent with the class of the Building and consistent with comparable buildings in the location generally near the Building of altering, remodeling, or otherwise putting the Premises into condition acceptable to a new tenant based on the condition of the Premises as surrendered by Tenant to Landlord, and taking into account then existing leasehold improvements (and the condition thereof) in the Premises); (5) performing Tenant's obligations which Tenant failed to perform, (6) securing this Lease, including all commissions, allowances, and abated Rent, and (7) enforcing this Lease, or advising Landlord of, its rights, remedies, and recourses arising out of the default. To the full extent permitted by law, Landlord and Tenant agree the federal and state courts of the state in which the Premises are located shall have exclusive jurisdiction over any matter relating to or arising from this Lease and the parties' rights and obligations under this Lease.

15.3 Default by Landlord

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than 30 days after written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation, provided, however, that if the nature of Landlord's obligation is such that more than 30 days are required for performance than Landlord shall not be in default if Landlord commences performance within such 30 days period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction.

15.4 Rights Cumulative

No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

ARTICLE 16 – RELOCATION

Landlord shall have the right to relocate Tenant to other premises (the “Substitute Premises”) in the Property. Tenant shall, within thirty (30) days after receipt of Landlord’s written notice of relocation to a Substitute Premises, vacate the Premises and relocate all of Tenant’s trade fixtures, equipment and inventory to the Substitute Premises. Landlord shall pay the reasonable costs incurred by Tenant of such relocation within thirty (30) days of Landlord’s receipt of invoices for such moving expenses. Landlord shall pay for the completion of interior improvements in the new premises substantially similar to those paid for by Landlord pursuant to this Lease in the Premises. All other costs of remodeling, outfitting and furnishing the new premises shall be borne by Tenant. Tenant shall arrange for the transfer of all utilities to the Substitute Premises. Tenant shall execute and deliver such further documentation as Landlord may prepare to memorialize the same. In the event that Landlord exercises its right to relocate hereunder, this Lease shall remain in full force and effect and thereupon be deemed applicable to such Substitute Premises.

ARTICLE 17 – SUBORDINATION, ATTORNMENT, ESTOPPEL CERTIFICATE, AND SECURITY INTEREST

17.1 Subordination

Tenant covenants and agrees that this Lease and the Tenant's rights hereunder shall be and is hereby made subject to and subordinate to all existing mortgages, deeds of trust, security interests and other rights of the Landlord's creditors secured by the Premises, as well as any such mortgages, deeds of trust, security interest and other rights of Landlord's creditors which may hereafter be created. The provisions of this paragraph shall be self-operative, but the Tenant covenants and agrees that it will, within ten (10) days of written request of the Landlord, in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof.

17.2 Attornment

In the event any proceedings are brought for foreclosure or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

17.3 Estoppel Certificate

Tenant shall at any time and from time to time, upon not less than ten (10) days written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, (c) setting forth the date of commencement of Rents and expiration of the term hereof, (d) that all improvements required to be completed by Landlord have been completed and that there are no sums due Tenant from Landlord; and (e) such other matters as Landlord, Landlord’s purchaser, or Landlord’s mortgagee may reasonably request. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the Property of which the Premises are a part.

17.4 Landlord’s Security Interest

In addition to Landlord’s statutory Landlord's lien and any lien provided by common law, Landlord shall have at all times a valid security interest to secure payment of all Rent and other sums of money becoming due hereunder from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of the breach by Tenant of any covenant, agreement or condition contained herein, upon all goods,

wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently, or which may hereafter be, situated on the Premises, and all proceeds therefrom, and such property shall not be removed without the consent of Landlord until all arrearages in Rent as well as any and all other sums of money then due to Landlord or to become due to Landlord hereunder shall first have been paid and discharged and all the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant situated on the Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given in the manner prescribed in this lease at least five (5) days before the time of sale. Any sale made pursuant to the provisions of this Section shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in the Premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a daily newspaper published in the county in which the property is located, for five (5) consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding and selling of the property (including reasonable attorneys' fees and legal expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this Section. Any surplus shall be paid to Tenant or as otherwise required by law; Tenant shall pay any deficiencies forthwith. Tenant hereby agrees that a carbon, photographic or other reproduction of this lease shall be sufficient to constitute a financing statement. Tenant authorizes Landlord to file a financing statement in form sufficient to perfect the security interest of Landlord in the aforementioned property and proceeds thereof under the provision of the Uniform Commercial Code in force in Florida.

ARTICLE 18 – MISCELLANEOUS PROVISIONS

18.1 Signs

Tenant may affix and maintain upon the glass panes and supports of the Premises windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising, placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of the Landlord as to type, size, color, location, copy nature and display qualities. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof of the Property. Tenant, at its sole cost and expense, shall be allowed four (4) window clings at no additional cost, subject to Landlord approving such window signage and shall be subject to compliance with applicable governmental regulations. Tenant shall be permitted to install its coming soon and grand opening banners thirty (30) days prior and thirty (30) days after opening. Tenant must, at its own expense, erect one sign on the front façade of the Premises within ninety (90) days of lease execution, in accordance with the signage criteria set forth on Exhibit C attached hereto. Landlord shall have the right to approve any material changes to the signage from the versions set forth on Exhibit C. Tenant must utilize the services of a sign company approved by Landlord for the installation of such sign.

18.2 Exhibits and Riders

Clauses, exhibits, riders and addendums, if any, affixed to this Lease are hereby made a part hereof.

18.3 Brokers

Landlord and Tenant hereby represent and warrant to each other that they have not engaged, employed or utilized the services of any business or real estate brokers, salesmen, agents or finders in the initiation, negotiation or consummation of the business and real estate transaction reflected in this Lease, other than those listed in Section 1.1(p), to which a commission will be paid by Landlord, pursuant to a separate agreement. Each party hereby agrees to indemnify and save and hold the other party harmless from and against the payment of any commissions or fees to or claims for commissions or fees by any real estate or business broker, salesman, agent or finder other than those listed in Section 1.1(p) resulting from or arising out of any actions taken or agreements made by them with respect to the business and real estate transaction reflected in this Lease.

In addition, Landlord and Tenant hereby mutually agree that in the event Tenant engages any broker at lease expiration to renegotiate a new lease term, in any of Landlord's existing properties at the time of such renegotiation, Tenant will then be responsible for paying any and all brokers fees associated with such renegotiation.

18.4 Waiver

The waiver by Landlord of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such Rent.

18.5 Joint Obligation

If there is more than one Tenant the obligations hereunder imposed shall be joint and several.

18.6 Marginal Headings

The marginal headings and article titles to the articles of the Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

18.7 Time

Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

18.8 Successors and Assigns

The covenants and conditions herein contained, subject to the provisions as to assignment, inure to the benefit of and are binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

18.9 Recording

Neither this Lease nor any memorandum of lease or short form lease shall be recorded by Tenant, but Landlord may elect to record a short form or memorandum of this Lease, in which case Tenant shall promptly execute, acknowledge and deliver the same on a form prepared by Landlord or such Lender.

18.10 Prior Agreements

This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties herein.

18.11 Inability to Perform

This Lease and the obligations of each party hereunder shall not be affected or impaired because the other party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the other party except that the foregoing shall not apply to Tenant's obligation to pay Base Rent, Additional Rent or any other monetary obligation under the Lease.

18.12 Partial Invalidity

Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

18.13 Applicable Law

This Lease shall be governed by the laws of the State of Florida both as to interpretation and performance. Venue of any action brought hereunder shall lie in the county in which the Premises are located.

18.14 Attorney's Fees

If either party hereto shall commence any action or other proceeding against the other arising out of, or relating to, this Lease or the Premises, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief, its actual reasonable attorneys' fees irrespective of whether or not the action or other proceeding is prosecuted to judgment, including but not limited to such fees and costs incurred in establishing the right to recover such fees and costs and the amount to be recovered. In addition, in the event that Tenant requests that Landlord execute any document or instrument in connection with Tenant's occupancy and/or use of the Premises, including without limitation any Landlord's Waiver or similar instrument requested by any lender of Tenant, Tenant shall reimburse Landlord, as Additional Rent, for any and all reasonable attorneys' and other professional fees incurred by Landlord in connection with Landlord's review, evaluation, revision and/or execution of any such document or instrument.

18.15 Sale of Premises by Landlord

In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

18.16 Radon Gas

Radon is a naturally occurring radioactive gas that, when it is 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.

18.17 Relationship of the Parties

Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or anyone else.

18.18 Corporate Authority; Partnership Authority; Limited Liability Authority

If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that he or she has full authority to do so and that this Lease binds the corporation. Within 30 days after this Lease is executed by Tenant, Tenant shall deliver to Landlord a certified copy of a resolution of Tenant's

board of directors authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Landlord. If Tenant is a partnership, each person signing this Lease for Tenant represents and warrants that he or she or it is a general partner of the partnership, and that he or she or it has full authority to sign for the partnership, and that this Lease binds the partnership and all general partners of the partnership. Tenant shall give written notice to Landlord of any general partner's withdrawal or addition. Within 30 days after this Lease is executed by Tenant, Tenant shall deliver to Landlord a copy of Tenant's recorded statement of partnership, certificate of limited partnership, or other evidence of partnership satisfactory to Landlord. If Tenant is a limited liability company, each person signing this Lease on behalf of Tenant represents and warrants that he or she has full authority to do so and that this Lease binds the company. Within 30 days after this Lease is executed by Tenant, Tenant shall deliver to Landlord a certified copy of a resolution of Tenant's members authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Landlord.

18.19 Tenant's Financial Condition

Within 10 days after written request from Landlord, Tenant, and Guarantor of Tenant, if any, shall deliver to Landlord such financial statements as Landlord reasonably requires to verify the net worth of Tenant or any guarantor of Tenant. In addition, Tenant shall deliver to any prospective buyer or lender designated by Landlord any financial statements required by such lender to facilitate the sale, financing or refinancing of the Property. Tenant and Guarantor represent and warrant to Landlord that each such financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential, and shall be used only for the purposes set forth in this Lease.

18.20 Deliveries

Landlord reserves the right to regulate the activities of Tenant in regard to deliveries to and servicing of the Premises, and Tenant agrees to abide by such further regulations of Landlord. Rear deliveries may be made at any time during the day.

18.21 Counterparts

This Lease may be executed in any number of identical counterparts, each of which shall be deemed an original and all of which, collectively, shall constitute one agreement, it being understood and agreed that signature pages may be detached from one or more such counterparts and combined with the signature pages from any other identical counterpart in order that one or more fully executed originals may be assembled.

18.22 Waiver of Jury Trial

In the interest of obtaining a speedier and less costly hearing of any dispute, Landlord and Tenant hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either party against the other and any rights to a trial by jury under any statute, rule of law or public policy in connection with any matter whatsoever arising out of or in any way relating to this Lease.

ARTICLE 19 – NOTICES

Any notice required or permitted to be given under this Lease must be given only by one of the following: (a) United States registered or certified mail, postage prepaid, return receipt requested, (b) reputable overnight courier service which provides written evidence of delivery, or (c) personal delivery; and addressed as follows:

If to Landlord: Collegiate Village Realty, LLC
c/o DRESI, LLC
1350 N. Orange Avenue, Suite 100
Winter Park, Florida 32789

If to Tenant:

or such other address as may be designated by either party by written notice to the other. Except as otherwise provided in this Lease, every notice, demand, request or other communication shall be deemed to have been given or served upon actual receipt thereof. Notwithstanding the foregoing, any notice mailed to the last designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Lease shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the person or party to which the notice is directed or the failure or refusal of such person or party to accept delivery of the notice.

ARTICLE 20 – GUARANTY

To induce Landlord to enter into this Lease, the Guarantor (s) agreed to, jointly and severally if more than one guarantor, serve as guarantor of Tenant’s liabilities and obligations hereunder for the Term, which guarantor obligations shall be as set forth pursuant to that certain Guaranty dated on or about even date herewith and incorporated herein as Exhibit G (the “Guaranty”). Guarantor’s execution of the Guaranty is hereby made an express condition precedent to Landlord’s obligations under this Lease.]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed on or as of the day and year first above written.

LANDLORD:
Collegiate Village realty, LLC, a
Limited Liability Company

By: _____

Name: _____

As its: _____

Date: _____

TENANT:

By: _____

Name: _____

As its: _____

Date: _____

EXHIBIT "A"

SITE PLAN

EXHIBIT "B"

RULES AND REGULATIONS

1. The sidewalks, entries, passages, or corridors, shall not be obstructed by any of the Tenants, their employees or agents, or used by them for purposes other than ingress and egress to and from their respective premises.
2. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any work or service on or to the Premises for Tenant to Landlord for Landlord's approval and supervision before performance of any contractual work or service. This provision shall apply to all work performed in the building, including installation of telephones, telegraph equipment, electrical devisees and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceiling, equipment or any other physical portion of the building.
3. All loading and unloading of goods shall be done only at such times, in the areas and through the entrances reasonably designated for such purposes by Landlord.
4. The delivery or shipping of merchandise, supplies, and fixtures to and from the Premises shall be subject to such reasonable rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises and the Property.
5. It is the responsibility of each and every store to notify the Landlord, or its agents, when there is a change in store managers or assistant managers. Stores are required to furnish Landlord, or its agents, with emergency telephone numbers of key personnel.
6. The security of the Premises is the responsibility of the Tenant. In the event of a problem it is the responsibility of the Tenant to contact the police.
7. Tenant shall keep the signs, exterior lights and display window lights on the Premises lighted each and every day of the Term during the hours designated by Landlord.
8. Tenant shall keep the outside areas immediately adjoining the Premises and window sills clean and free from dirt and rubbish to the satisfaction of the Landlord. Tenant shall not burn, place, or permit any rubbish, obstruction, or merchandise in such areas.
9. No merchandise may be displayed on the exterior of the Premises for sale or promotional purposes at any time except as specifically set forth in this Lease.
10. Tenant must institute a regular program of cleaning the interior/exterior storefront glass.
11. Tenant and Tenant's employees shall park their cars only in those portions of the parking areas designated for that purpose by Landlord, if applicable. Tenant, upon request from Landlord, shall from time to time furnish Landlord with state automobile license numbers assigned to Tenant's car or cars and cars of Tenant's employees. Any signage displayed on operable vehicles is restricted to a size which does not require the issuance or a permit by government authorities for use. Parking is not permitted in fire lanes, loading zones, and/or space reserved for the handicapped, or areas not designated by Landlord.
12. Tenant and its employees shall not solicit business on the parking lot or in Common Areas, nor may Tenant distribute handbills or other advertising matter in the Common Areas or on automobiles in the parking area. The solicitation of memberships, pledges, collections of funds, circulation of petitions, distribution of printed materials and other similar types of activities will not be permitted.

13. No drinking of alcoholic beverages is permitted in the Common Areas or parking areas of the Property.
14. No pets of any kind are permitted in the Property, except ADA assistance animals.
15. Cartons must be broken down before they are picked up by the trash service. Any Tenant found putting trash outside the Premises and not in the dumpsters provided by Landlord shall be assessed a One Hundred Dollar (\$100.00) fine for each occurrence. Tenant shall keep all garbage and refuse and place same outside the Premises prepared for collection in a manner and at times reasonably specified by Landlord. Tenant must comply with city, county, or state recycling regulations, if applicable.
16. The maintenance personnel may at all times keep a pass key to the entry doors for the Premises, and the maintenance personnel and other employees of the Landlord shall at all times be allowed admittance to said Premises.
17. No additional locks shall be placed upon any entry doors without the written consent of the Landlord. All necessary keys shall be furnished by the Landlord, and the same shall be surrendered on the termination of this Lease.
18. No portion of the building shall be used for the purpose of lodging or for any immoral or unlawful purposes.
19. All glass, locks and trimmings in or about the doors and windows and all electric fixtures belonging to the building shall be kept whole, and whenever broken by anyone shall be immediately replaced or repaired and put in order by Tenant under the direction and to the satisfaction of Landlord, and on removal shall be left whole and in good repair.
20. No one is allowed access to the roof of the building without permission of the Landlord.

EXHIBIT "C"

Tenant, with Landlord approval, shall be allowed to install pylon signage and building signs (Channel letters on a raceway) on both the front and rear of the building directly above the leased space.

EXHIBIT "D"

SPECIAL STIPULATIONS

None

EXHIBIT "E"

LANDLORD'S WORK

DEMETREE BUILDERS VANILLA SHELL

LANDLORD'S WORK LETTER RETAIL TENANT

Except as herein provided, the Premises are leased to Tenant on an "as-is" basis.

"Landlord's Work," as used in this Lease, shall mean the work specified in subsections (a) through (n) below. Landlord shall not be obligated to perform any work or provide any facilities in relation to the Premises or the Project except as specified in subsections (a) through (l) below, or as otherwise specifically set forth in this Lease. Where two (2) types of materials or structures are indicated, Landlord will have the option of using either.

- a) Floor: Landlord shall provide in the Premises an exposed, unsealed concrete floor slab, ready for final finish by others.

- b) Restroom: One (1) per ADA requirements located at the rear wall as designated on the floor plan, with one (1) toilet, one (1) lavatory, one (1) exhaust fan, one (1) standard light fixture, one (1) electric wall duplex outlet and an emergency exit wall pack. Standard vinyl tile per Landlord's selection in restroom.

- c) Storefront: Landlord shall provide a storefront at the Premises, including an single entry door 3'-0" x 8'-0" entry door, to be constructed in accordance with Landlord's standard storefront criteria for the Project.

- d) Perimeter Demising Walls: For the demising walls, Unpainted textured drywall sealed to the underside of the roof deck; demising walls shall provide a 1-hour fire barrier to be constructed of galvanized metal studs with (1) layer of type "X" GWB on each side; perimeter demising partitions from the finish floor slab to the underside of the roof structure, sealed tight. For the exterior walls on the front and rear of the Premises, the walls shall be constructed with 5/8th drywall mounted on a hat channel secured to the exterior walls; they will run from the floor to 12' up each perimeter wall.

- e) Egress Door: Landlord will provide a 3'-0" x 8'-0" egress door if required per building code with butt hinge set and lockset hardware only, to the service corridor or exterior walkway at a location to be determined by Landlord. All additional door hardware shall be provided by Tenant.

- f) Ceiling/Clear Height: Landlord shall provide a T-grid ceiling with a clear height of 11', from the floor, made of 2x4 tiled acoustical ceiling in the Premises and any necessary access panels.

- g) Lighting: Landlord shall provide building standard 2'x4' fluorescent light fixtures.

- h) Electrical: Landlord shall provide 200 Amp, 3 phase electrical for the Premises. The panels shall be circuit breaker type with breakers installed for Landlord required work on the electrical system.
- Landlord shall provide emergency exit wall packs, exit signs over the exterior entry doors, and the J-boxes for the tenant signage on both front and rear facades. Tenant shall connect its sign to the Landlord-provided J-box. All other electrical work shall be at Tenant's sole cost and expense.
- i) HVAC: Landlord will provide roof mounted heating, ventilation and air-conditioning (HVAC) package units, with a standard capacity of one ton per two hundred (250) square feet, connected to the thermostat and condensation lines. Trunk distribution, ductwork, diffusers, and grilles shall be provided by the Tenant.
- j) Plumbing: Landlord shall provide a four (4) inch sewer line (under slab) to the Premises as shown on the Landlord's plans, and a 1" water line stubbed into the Premises and connected to the restroom.
- k) Telephone: Telephone service conduit shall be brought to a location with the Premises, typically adjacent to the electrical panel. Such conduit will extend from the utility exterior service box and shall include a pull cord for the Tenant. Additional service, wiring, etc. shall be the responsibility of the Tenant.
- l) Signage: Subject to applicable laws, Tenant, shall be permitted to install channel letter signage on raceways, on the front and rear of the space. All Tenants signage is at Tenants expense.

EXHIBIT "F"

TENANT'S WORK

Tenant shall, at its sole cost and expense, complete all work necessary to prepare the Premises for occupation and operation for the Permitted Use, such occupation to be evidenced by unconditional certificates of occupancy obtained by Tenant at its sole cost and expense from all applicable governing authorities (the "**Tenant's Work**"). [Notwithstanding the foregoing, Landlord agrees to contribute to the cost of Tenant's Work as set forth in Exhibit F-1 attached hereto and incorporated herein by reference. Tenant's Work shall include the following items:

Tenant's Buildout as approved by Landlord

Tenant shall, within fifteen (15) days of the Effective Date of the Lease submit for Landlord's approval, two (2) copies of all documents relating to all alterations and additions which Tenant plans to make to the Premises, including, without limitation, (i) design drawings (specifically including a colored rendering of the proposed storefront and signage, if any, a materials sample board, and the interior layout of the Premises) (collectively, "**Design Drawings**") and (ii) working drawings and specifications for architectural, signage, electrical, mechanical, sprinkler, plumbing work and all other Tenant's Work within the Premises (collectively, "**Plans and Specs**"); and (iii) a list of all tenant's contractors and subcontractors (the "**Tenant's Contractors**") (the Design Drawings, Plans and Specs and Tenant's Contractors list are hereinafter collectively, the "**Construction Documents**"). Tenant's Design Drawings and Plans and Specs shall be prepared and sealed by an architect or engineer duly licensed in the state in which the Property is located; and, if they are not, Landlord shall have the right to have its architect redraft, sign and seal the same at Tenant's cost and expense. Failure by Tenant to timely submit the Construction Documents shall constitute a default under this Lease.

The Construction Documents shall be reviewed by Landlord within fifteen (15) days after having received all of the Construction Documents. Landlord may either (1) evidence its approval by endorsement to that effect by signature or initials on one (1) set of said Construction Documents and the return of such signed or initialed set to Tenant (whereupon such approved Construction Documents shall then constitute the "**Final Construction Documents**"), or (2) refuse such approval if Landlord shall determine that the same (a) do not conform to the architectural theme of the Property, including, without limitation, standards of design, motif and décor, established or adopted by Landlord and/or other tenants in the Property; (b) would subject Landlord to any additional cost, expense or liability or would subject the Premises to any violation, fine or penalty; (c) would in any way, adversely affect the reputation, character and/or nature of the Property; (d) provide for or require any installation or work which is, or might be, unlawful or create an unsound or dangerous condition or adversely affect the structural soundness of the Premises and/or the building of which the Premises are a part; and/or (e) interfere with or abridge the use or enjoyment of any adjoining space in the building in which the Premises are located. If the Landlord refuses approval, any modifications or changes requested by Landlord shall be made by Tenant and, within ten (10) days of such refusal, Tenant shall resubmit revised Construction Documents to Landlord for its approval in accordance with this Section. In the event Tenant does not timely resubmit the Construction Documents, Landlord may place Tenant in default. The foregoing process shall be repeated until the Construction Documents are approved by Landlord.

All of Tenant's Work shall be completed in accordance with the Final Construction Documents. Tenant shall make no changes to the Final Construction Documents without, in each instance, the prior written approval of Landlord; and Tenant shall not commence any work until all Construction Documents have been approved by Landlord. Any revisions to the Final Construction Documents shall be subject to Landlord's prior written approval. Tenant shall pay for any and all requested changes, substitutions or eliminations of the Final Construction Documents and the cost of Landlord's review of any such changes, substitutions or eliminations.

Tenant is solely responsible for timely preparation and submission of all Construction Documents to Landlord for approval and to the jurisdictional authorities for timely procurement of all necessary permits, for timely bidding and award of contracts and ordering of material and equipment, and for timely performance of all other acts necessary for Tenant to commence construction of Tenant's Work and to open the Premises for business when required by this Lease. Tenant acknowledges that failure to open the Premises for business as required hereunder renders Tenant liable to Landlord for late opening damages and for all other remedies available to Landlord under this Lease and at law or in equity.

Tenant shall (i) take physical possession of the Premises on the Delivery Date, (ii) commence Tenant's Work within fifteen (15) days thereafter, and (iii) diligently prosecute Tenant's Work to completion on or before the Rent Commencement Date. Notwithstanding anything to the contrary contained in any provision of this Lease, Tenant shall not be entitled to possession, nor shall any act of Tenant, be deemed to constitute possession of, nor to give to Tenant a possessory interest in, the Premises prior to the Delivery Date.

Tenant shall work in harmony with Landlord and (whether union or non-union) the labor hired by Landlord or Landlord's contractors and Tenant shall not employ or permit to be employed by Tenant's contractors anyone whose presence is likely to cause labor disputes or work stoppages at the Premises or any other part of the Property.

At all times during the course of the performance of Tenant's Work, Landlord and the authorized representatives of Landlord (including Landlord's lender) shall be afforded access to the Premises for the purpose of inspecting the performance of Tenant's Work, in such manner and at such times as shall not interfere therewith.

Upon completion of Tenant's Work (and in any event no later than the Rent Commencement Date, Tenant shall promptly deliver to Landlord: (a) a certificate from the Tenant's architect or engineer certifying the completion of Tenant's Work, (b) a copy of the unconditional permanent certificates (state and local) of occupancy for Tenant's Work, (c) a complete set of "as built" plans and specifications for Tenant's Work, (d) a final lien waiver from each of Tenant's contractors, and (e) such other items as Landlord or its mortgage lender may reasonably request.

EXHIBIT "F-1"

CONSTRUCTION ALLOWANCE

None

EXHIBIT "G"

ABSOLUTE AND UNCONDITIONAL GUARANTY

THIS ABSOLUTE AND UNCONDITIONAL GUARANTY ("Guaranty") is executed and delivered this ____ day of , 2019 by (hereinafter, collectively, "Guarantor") in favor of Collegiate Village Realty, a Florida limited liability company ("Landlord").

R E C I T A L S:

A. Landlord and , a limited liability company entered into that certain Lease Agreement dated of even date herewith, (the "Lease"), for that certain premises located at 2121 W. Tennessee St., Suite , Tallahassee, Florida 32304 (the "Premises").

B. In consideration of and as a material inducement to the Landlord's to enter into the Lease, Guarantor has agreed to execute and deliver to Landlord this Guaranty.

C. Guarantor acknowledges that Landlord would not have entered into the Lease without the execution and delivery by Guarantor of this Guaranty.

NOW THEREFORE, in consideration of these presents, and in further consideration of the sum of Ten and 00/100 Dollars (\$10.00) in hand paid to the Guarantor by Landlord, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Guarantor irrevocably and unconditionally guarantees payment when due, whether by acceleration or otherwise, of all amounts due under the Lease, together with all interest thereon and all attorneys' fees, cost and expenses of collection incurred by the Landlord in collecting such amounts, and does also irrevocably and unconditionally guarantee the performance by Tenant of all the duties and obligations to be performed by Tenant under the terms of the Lease. This is a guarantee of payment and not of collection.

2. Guarantor shall have no right of subrogation whatsoever with respect to the amounts owed by the Tenant to the Landlord unless and until Landlord shall have received full payment of all the amounts due under the Lease through the end of the term thereof.

3. The obligations of Guarantor hereunder shall not be released, discharged, impaired, modified or in any way affected by reason of:

(a) The unenforceability, non-existence, or invalidity of any of the terms of the Lease.

(b) The modification or other change of any terms of all or any part of the Lease, any renewal thereof and any other indulgence with respect thereto, and any release, compromise or settlement with respect to the Tenant or any Guarantor.

(c) The financial condition of the Tenant or any guarantor with may have changed or may hereafter change.

(d) Any understanding or agreement that any other individual or entity was or is to execute this Guaranty.

(e) The death, insolvency or bankruptcy of the Tenant or any other Guarantor, or the failure of the Landlord to file a claim against the estate of any such deceased or bankrupt party for such party's liability or obligation to the Landlord.

(f) Any default by the Tenant under the Lease, whether or not notice of any such default is given to Guarantor.

(g) Any failure, omission, delay or lack of diligence on the part of Landlord to enforce, assert or exercise any right, remedy, power or privilege of the Landlord under the Lease.

(h) Any claim (including, but not limited to a counterclaim) that Guarantor or any other individual or entity may have against the Landlord.

(i) Any other event, circumstance or condition, whether or not the Guarantor shall have notice or knowledge thereof.

4. Guarantor hereby waives all notice of acceptance of this Guaranty, notice of maturity, payment or default, and any other requirement or notice necessary to bind Guarantor hereunder, including, but not limited to, presentment, notice of dishonor and protest.

5. Guarantor hereby consents that from time to time Landlord may, without notice to Guarantor and without affecting any liability of Guarantor, waive or fail to enforce any of Landlord's rights under the terms of the Lease.

6. If more than one party shall execute this Guaranty, the term "Guarantor" shall mean all parties executing this Guaranty, and all such parties shall be jointly and severally liable.

7. Notwithstanding anything in this Guaranty to the contrary, if a bankruptcy petition is filed by or against Tenant or Guarantor, and the Tenant or Guarantor have made payments to the Landlord during any preference period as established by any bankruptcy or other similar laws, this Guaranty shall not be terminated, unless and until a final non-appealable decision of a court of competent jurisdiction has been entered determining that the Landlord shall be entitled to retain all such monies paid it by the Tenant or the Guarantor during such preference period. The obligations of the Guarantor under this Guaranty shall include the obligations to reimburse Landlord for any preferential payments received by Landlord during such period which Landlord has been required to return or repay. The Guarantor also hereby waive(s) any claim, right or remedy which the Guarantor may now have or hereafter acquire against the Tenant that arises hereunder and/or from the performance by any Guarantor hereunder including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, indemnification, or participation in any claim, right or remedy of Landlord against the Tenant, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

8. The undersigned expressly agree(s) that this Guaranty is governed by the laws of the State of Florida, and the United States of America, whichever the context may require or permit and that proper venue for any action which may be brought under this Guaranty in addition to any other venue permitted by law shall be Orange County, Florida. Should Landlord institute any action under this Guaranty, the undersigned hereby submits itself to the jurisdiction of any court sitting in Florida.

9. Guarantor agrees to pay to Landlord all costs incurred by Landlord in collecting the amounts due hereunder, enforcing the performance of the Guarantor hereunder and/or protecting its rights hereunder, including, but not limited to, reasonable fees for attorneys, paralegals and legal assistants, and expenses incurred in any and all judicial, bankruptcy, reorganization, administrative, receivership, or other proceedings. Such costs shall be paid regardless of whether suit is brought and shall include all trial and appellate levels including bankruptcy court.

10. This Guaranty may be executed in any number of identical counterparts, each of which shall be deemed an original and all of which, collectively, shall constitute one agreement; it being understood and agreed that signature pages may be detached from one or more such counterparts and combined with the signature pages from any other identical counterpart in order that one or more fully executed originals may be assembled.

IN WITNESS WHEREOF, this Guaranty has been executed and delivered as of the date and year first above written.

Signed, sealed and delivered in presence of:

(Print Name)

[Print Name]

(Print Name)
Two Witnesses

(Print Name)
Two Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

Notary Signature: _____
Printed/typed name: _____

EXHIBIT "H"

**PREPARED BY AND WHEN
RECORDED RETURN TO:**
Demetree Real Estate Services, Inc.
Attn: Property Management Administrator
1350 N. Orange Avenue, Suite 100
Winter Park, FL 32789

MEMORANDUM OF LEASE

This is a Memorandum of Lease made and entered into on _____, 20 by and between **Collegiate Village Realty, a Florida limited liability company**, whose address is 1350 N. Orange Avenue, Suite 100, Winter Park, FL 32789 (hereinafter "Landlord"), and **STUDIO B TATTOO & ART GALLERY, a Florida limited liability company**, whose address is (hereinafter "Tenant"), upon the following terms:

1. **Date of Lease.** Insert date of Lease and any amendments to Lease
2. **Demised Premises.** The property more particularly described on Exhibit "A" attached hereto and made a part of by reference (the "Premises").
3. **Commencement Date of Lease.** Insert date of lease commencement
4. **Term.** The initial term commenced on the Commencement Date and will terminate **Insert lease expiration date.** Tenant shall have the right, at its election, to extend the term of the Lease by one (1) extension period of five (5) years in such manner as prescribed in the Lease.
5. **Notice of Lien Prohibition.** The Lease provides the following with respect to construction liens:

INSERT SPECIFIC LIEN LANGUAGE FROM LEASE. No construction liens shall be placed against the Landlord's title in the Premises for or on account of the construction of any improvement upon the Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with Tenant. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the Landlord's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes. Tenant agrees to promptly pay or bond any liens, and further agrees to indemnify and save harmless the Landlord from and against any loss, cost or expense occasioned by any lien prohibited hereby, including the cost and expense of defending or removing the same, whether the claim therefore be with or without merit or valid or invalid. Further, the Tenant agrees to promptly notify any contractor making any improvements to the Premises of the provisions of this Lease contained in this paragraph. It is the intent of this language to comply with Section 713.10 of the Florida Statutes, as amended. Tenant further agrees that upon request of Landlord, Tenant shall execute a notice that sets forth the foregoing provisions, which notice may be recorded by Landlord in the public records of the county where the Property is located. Tenant shall also require the contractor to identify Landlord in any Notice of Commencement relating to the Premises as a party designated by owner upon whom notices or other documents are to be served.

6. **Purpose.** It is expressly understood and agreed by all parties that the sole purpose of this Memorandum of Lease is to give record notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between Landlord and Tenant with respect to the Demised Premises. The Lease contains and sets forth additional rights, terms, conditions, duties, and obligations not enumerated within this instrument. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease pursuant to due authorization as of the day and year first above written.

LANDLORD:

COLLEGIATE VILLAGE REALTY, LLC
a Florida limited liability company

By: _____
Mary L. Demetree, Manager

STATE OF FLORIDA §

COUNTY OF §

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization, this __ day of _____, 20____, by **MARY L. DEMETREE**, as the Manager of Collegiate Village Realty, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced a Florida Driver's License or _____ as identification.

Notary Public
My Commission Expires:

TENANT:

**[TENANT NAME]
a Florida limited liability company**

**By: _____
[Name & Title]**

STATE OF FLORIDA §

COUNTY OF §

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization, this __ day of _____, 20__, by [NAME], as [Title] of [Tenant Name], a **Florida limited liability company**, who is personally known to me or who has produced a Florida Driver's License or _____ as identification.

**Notary Public
My Commission Expires:**

EXHIBIT "A"

LEGAL DESCRIPTION

LEGAL DESCRIPTION: O.R. BOOK 1585, PAGE 234

A parcel of land lying in Lots 32 and 33 of Pinecrest, a subdivision appearing of record in Deed Book "RR", Pages 588 and 589, Public Records of Leon County, Florida, more particularly described as follows:

From the Southeast corner of Lot 3, Block "B", Valencia Heights, a subdivision of records in Plat Book 3, Page 2, Public Records of Leon County, Florida, run North 00 degrees 16 minutes East along the East line of said Lot 3, a distance of 50.5 feet to a point on the South property line of the Colony Inn Motel, thence South 89 degrees 44 minutes East along said South property line a distance of 185.5 feet to a point, thence North 00 degrees 19 minutes 30 seconds East 26 feet to the POINT OF BEGINNING; thence South 89 degrees 40 minutes 30 seconds East 164 feet to a point, thence North 00 degrees 19 minutes 30 seconds East 44 feet to a point, thence North 89 degrees 40 minutes 30 seconds West along the property line of the Ramada Inn a distance of 164 feet to a point, thence South 00 degrees 19 minutes 30 seconds West a distance of 44 feet to the POINT OF BEGINNING; comprising 0.165 acres, more or less.

A part of Lots 17, 18, 32 and 33 in Section 34, Township 1 North, Range 1 West in Leon County, Florida, according to the map or plat thereof, recorded in Deed Book "RR", Pages 588 and 589 of the Public Records of Leon County, Florida, more particularly described as follows:

From the Southeast corner of Lot 3, Block "B", Valencia Heights, a subdivision appearing of record in Plat Book 3, Page 2, Public Records of Leon County, Florida, run North 00 degrees 16 minutes East along the East line of said Lot 3 a distance of 50.5 feet to a point on the South property line of the Colony Inn Motel, thence South 89 degrees 44 minutes East along said property line a distance of 185.5 feet to a point marked by an iron pipe, thence run North 00 degrees 19 minutes 30 seconds East along the East line of said motel property a distance of 70.0 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run thence South 89 degrees 40 minutes 30 seconds East 164.0 feet, thence North 00 degrees 19 minutes 30 seconds East 190.70 feet, thence North 53 degrees 17 minutes 30 seconds East 264.84 feet, thence North 83 degrees 17 minutes 30 Seconds East 200.0 feet, thence North 06 degrees 42 minutes 30 seconds West 184.0 feet, thence South 83 degrees 17 minutes 30 seconds West 259.30 feet to a point on the South boundary of the 160.0 foot right of way of West Tennessee Street (U.S. Highway No. 90 - State Road No. 10, formerly State Road No. 76) as now located, thence run South 53 degrees 17 minutes 30 seconds West along said South right of way boundary on a line 80.0 feet from and parallel to the centerline of said U.S. Highway No. 90 a distance of 113.84 feet to a point of curve to the right, thence Southwesterly along said right of way and said curve on a line of 80.0 feet from and parallel to the centerline of said U.S. Highway 90 a distance of 239.85 feet (the chord of said arc being South 58 degrees 24 minutes West 238.71 feet), thence South 00 degrees 19 minutes 30 seconds West 330.0 feet to the Point of Beginning, containing 3.33 acres, more or less.

TOGETHER WITH non-exclusive access easement for the benefit of the above described parcel as created by and set forth in that certain Declaration of Easements and Restrictions by and between Collegiate Village Inn, Inc., a Florida corporation, and Woodlands of Tallahassee LLC, a Georgia limited liability company, recorded August 27, 2013 in Official Records Book 4570, Page 75, of the Public Records of Leon County, Florida.

EXHIBIT "I"

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
DEMETREE REAL ESTATE SERVICES, INC.
Attn: Property Management Administrator
1350 N. Orange Avenue, Suite 100
Winter Park, FL 32789

TERMINATION OF LEASE AND MEMORANDUM

This Termination of Lease and Memorandum ("Termination") is made effective as of the ____ day of _____, 20__, by and between **COLLEGIATE VILLAGE REALTY, LLC, a Florida limited liability company**, whose address is 1350 Orange Avenue, Suite 100, Winter Park, Florida 32789 (hereinafter "Landlord"), and [TENANT NAME], **a Florida limited liability company**, whose address is (hereinafter "Tenant")

WITNESSETH

WHEREAS, Landlord and Tenant have entered into a Lease dated [Date of Lease], as may be further amended from time to time (as amended, the "Lease") evidenced by that certain Memorandum of Lease recorded _____, 20__ in Official Records Book _____, Page _____, Public Records of Miami-Dade County, Florida (the "Memorandum").

WHEREAS, Landlord and Tenant desire to terminate said Lease and Memorandum.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals/Whereas Clauses; Capitalized Terms**: The whereas clauses set forth above are true and correct in all respects and constitute a part of this Termination except as modified herein. Capitalized terms used herein shall have the meaning ascribed to such terms in this Termination and/or in the Lease or Memorandum.
2. **Termination**: The Lease and Memorandum are hereby terminated.
3. **Counterparts**: This Termination may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively but one instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Termination in manner and form sufficient to bind them as of the day and year above written.

**Signed, sealed and delivered
in the presence of:**

LANDLORD:

**COLLEGIATE VILLAGE REALTY, LLC
a Florida limited liability company**

By: _____
Mary L. Demetree, Manager

STATE OF FLORIDA §

COUNTY OF ORANGE §

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by **MARY L. DEMETREE**, as the Manager of Collegiate Village Realty, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced a Florida Driver's License or _____ as identification.

Notary Public
My Commission Expires:

Signed, sealed and delivered
in our presence:

TENANT:

[TENANT NAME]
a Florida limited liability company

By: _____
[Name & Title]

STATE OF FLORIDA §

COUNTY OF LEON §

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of [] physical presence or [] online notarization, this __ day of _____, 20__, by [NAME], as [Title] of [Tenant Name], a Florida limited liability company, [] who is personally known to me or [] who has produced a Florida Driver's License or _____ as identification.

Notary Public
My Commission Expires:

EXHIBIT "J"
ACH AUTHORIZATION FORM

I (we) hereby authorize DEMETREE REAL ESTATE SERVICES, as agent for _____ (PROPERTY) to initiate debit entries from my (our) checking/savings account at the financial institution listed below. I acknowledge that this authority will remain in full force and effect until Demetree Real Estate Services has received written notification from me (us) of its termination as to afford Demetree Real Estate Services and the financial institution a reasonable opportunity to act on it.

Name of Business: _____

Business Address: _____

Name of Financial Institution: _____

Address of Financial Institution- Branch, City, State, Zip: _____

Financial Institution Routing Number: _____

Checking/Savings Account Number: _____



Amount Authorized to be Debited Monthly (Must be in Compliance with Lease and will adjust with rent): _____

Requested Draft Date (Must be in Compliance with Lease): _____

Name (Please Print): _____

Signature: _____ Date: _____

****A VOIDED check must be submitted, along with this completed form, for debits to be initiated. Please note that a Convenience Fee of \$1.95/transaction applies****

I decline to pay via ACH, Credit Card, or Bank Draft and agree to pay a \$10.00 processing fee by submitting payment via Check, Cashier's Check, or Money Order _____