

LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made and entered into this ___ day of _____, 2020 (the "Effective Date"), by and between [LANDLORD ENTITY] ("Landlord"), and [TENANT NAME] ("Tenant").

1. **Premises.** In consideration of the mutual covenants, conditions and agreements in this Agreement, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain office in the building, located at [PROPERTY] (the "Building") in [SUITE] (the "Premises"), consisting of approximately [] square feet, situated on the [] floor of the building (as more particularly identified in the attached Exhibit A).

Condition Of Premises: Tenant agrees to accept the Premises in "As is, Where is" condition, and shall be responsible for the cost of any additional interior improvements it deems necessary.

2. **Term.** The term of this Agreement ("Term") shall commence upon delivery of a fully executed Agreement, and shall continue for a period of [enter term/period], until either party upon 30 days prior written notice to the other desires to terminate this Agreement. Upon the expiration or earlier termination of this Agreement, Tenant shall quit and surrender to Landlord the Premises in the same condition as delivered to Tenant on the Commencement Date, ordinary wear and tear excepted.

3. **Renewal Option.** Tenant shall have the option to extend the term of this Agreement for up to _____ () renewal terms of _____ () years each (each a "Renewal Term"), provided that (a) Tenant is not in uncured default under this Agreement beyond any applicable notice and cure period, if any; and (b) Tenant has not been late on more than _____ occasions within any _____ month period, during the term of this Agreement in the required payment of Base Rent or Additional Rent. A rental payment shall be considered "late" if it is received by Landlord after the tenth (10th) calendar day of the month. Base Rent for the first Lease Year of any Renewal Term shall be the greater of (1) the Base Rent for the immediately preceding Lease Year increased by _____ percent (%), or (2) the then fair market rent as determined by Landlord. Base Rent for each Lease Year of any Renewal Term after the first Lease Year of such term shall be the Base Rent for the immediately preceding Lease Year increased by _____% per annum. Tenant shall exercise Tenant's option to renew the then current term (Initial Term or Renewal Term, as the case may be) by giving written notice to Landlord at least one hundred eighty (180) days prior to the end of the then current term, time being of the essence, or Tenant shall be deemed to have waived Tenant's right to renew the Term of this Agreement. The Initial Term of this Agreement, together with any Renewal Term, is herein collectively referred to as the "Term".

4. **Notice at Expiration.** Notwithstanding anything to the contrary contained herein, Tenant is hereby required to notify Landlord, one hundred and eighty (180) days prior to the expiration of this Agreement, or any extension or renewal thereof, of its intention to vacate the Premises at the expiration of this Agreement. If such notice is not received by Landlord by the date which is one hundred and eighty (180) days prior to the expiration of the then current term, this Agreement 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 Section 21 of this Agreement 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 shall continue through and including the last day in which Tenant occupies the Leased Premises. Upon such vacate date, Tenant shall quit and surrender to Landlord the Premises in the same condition as delivered to Tenant on the Commencement Date, ordinary wear and tear excepted.

5. **Rent.** Tenant agrees to pay to Landlord the Base Rent, without notice or demand, the monthly sum of \$[], in advance, on or before the first day of each and every successive calendar month that Tenant continues to occupy the Premises, Tenant shall pay to Landlord, the amount of \$[] per month plus applicable sales tax. **Notwithstanding any of the foregoing, the first month's Base Rent plus applicable sales tax, in the amount of \$[] shall be due upon execution of this Agreement.** All Rent provided for in this Agreement shall be paid to Landlord by check and remitted to the following address: 941 W. Morse Blvd., Suite 315, Winter Park, FL 32789. All installments of rent are due on the first day of each month and considered late after the fifth (5th) day of that month. If the monthly rental payments are not made by the fifth (5th) of the month, Landlord may charge Tenant a five (5%) percent late payment penalty. 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.

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.

6. **Personal Property.** Tenant shall furnish at its sole cost and expense all personal property to be used by Tenant on the Premises.

7. **Permitted Use.** Tenant shall use and occupy the Premises for general office purposes, which include the use of conference facilities, kitchen and related facilities, and other legally-permitted uses consistent with the characteristics of similar quality office building, and for no other purpose whatsoever.

8. **Security Deposit.** Concurrently with Tenant's execution of this Agreement, Tenant has deposited with Landlord the sum of \$[] as the Security Deposit for the faithful performance and

observance by Tenant of the terms, provisions and conditions of this Agreement. It is agreed that, in the event Tenant defaults in respect of any of the terms, provisions and conditions of this Agreement, including, but not limited to, the payment of Rent, Landlord may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any Rent or any other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Agreement, including, but not limited to, any damages or deficiency in the reletting of the Premises, whether such damage or deficiency accrued before or after summary proceedings or other re-entry by Landlord. Tenant shall remain liable for any amount that the Security Deposit shall be insufficient to pay. In the event Landlord applies any portion of the Security Deposit to remedy such default or to repair damages to the Premises caused by the Tenant, Tenant shall pay to Landlord, within fifteen (15) days, after written demand for such payment by Landlord, all monies necessary to restore the deposit up to the original amount. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Agreement, the Security Deposit shall be returned to Tenant after the date fixed at the end of this Agreement and after delivery of entire possession of the Premises to Landlord. In the event of a sale of the land and Building, of which the Premises form a part, Landlord shall have the right to transfer the Security Deposit to the vendee, and Landlord shall thereupon be released by Tenant from all liability for the return of the Security Deposit and Tenant agrees to look to the new Landlord solely for the return of the Security Deposit. It is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Landlord. Tenant further covenants that it will not assign, or encumber the Security Deposit, and that neither Landlord nor its assigns shall be bound by any such assignment, or encumbrance. Landlord shall not be required to keep the security in a segregated account and the security may be commingled with other funds of Landlord, and in no event shall Tenant be entitled to any interest on the security.

9. **Subletting.** Tenant shall not sublet the whole or any part of the Premises without first obtaining the prior written consent of Landlord.

10. **Maintenance and Repairs.** Landlord shall at all times at its sole cost and expense keep and maintain the Premises in good condition, order and repair, including the parking lot, landscaping, roof, foundation and structural portions of the Premises, as well as the mechanical, electrical, fire protection, HVAC and other utility systems servicing the Premises, unless such repairs are necessitated by the gross negligence or willful misconduct of Tenant. During the Term, Tenant agrees to keep and maintain the interior of the Premises in a clean and orderly condition.

11. **Liens.** Tenant shall not permit any liens to be filed against the Premises on account of the furnishing of any labor, material or supplies, or for any other cause or reason. In the event liens are filed, then Tenant shall promptly cause the same to be released, bonded or satisfied in full within ten (10) days of the date of such filing.

12. **Indemnification.** Tenant shall indemnify and hold Landlord harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life or personal injury arising from or out of Tenant's occupancy or use of the Premises or any part

thereof, resulting from the gross negligence or willful misconduct of Tenant, its agents, contractors or employees. Notwithstanding the foregoing, Tenant shall have no obligation to indemnify or hold Landlord harmless against claims for loss of life or personal injury arising in whole or in part out of or by reason of any act, negligence, or fault of Landlord or of its agents, servants, or employees.

13. **Tenant's Insurance.**

Tenant will secure and maintain, at Tenant's sole expense, with companies acceptable to Landlord during the Term and any extension or renewal hereof the following insurance for the Premises:

- (a) (i) commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence, with a \$2,000,000 general aggregate for bodily injury and property damage, and (ii) all risk property insurance covering Tenant's trade fixtures, inventory and other personal property for the full replacement cost thereof. Coverage may be provided by any combination of primary and umbrella or excess policies provided that such umbrella or excess policies shall be no less broad than the underlying policies and shall have the same inception and expirations dates as the underlying coverage. Landlord shall be named as an additional insured on the aforesaid liability insurance and shall be provided with evidence confirming such coverage.

All policies required to be carried by Tenant hereunder must be issued by and binding upon an insurance company licensed to do business in the state in which the property is located with a rating of at least "A-""VII" or better as set forth in the most current issue of AM Best's Key Rating Guide, unless otherwise approved by Landlord, Tenant will not do or permit anything to be done that would invalidate the insurance policies required. Liability insurance maintained by Tenant will be primary coverage without right of contribution by any similar insurance that may be maintained by Landlord. Certificates of insurance, acceptable to Landlord, evidencing the existence and amount of each liability insurance policy required hereunder and Evidence of Property Insurance Form, Accord 27, evidencing property insurance as required will be delivered to Landlord prior to the delivery or possession of the Premise and ten (10) days prior to each renewal date.

- (b) Certificates of Insurance will include an endorsement for each policy showing that the Required Additional Insureds (as defined in clause (c) above) are included as additional insureds on liability policies (except employer's liability). The Evidence of Property Insurance Form will include Landlord as loss payee for property insurance as respects Landlord's interest in improvements and betterments. Further, the certificates must include an endorsement for each policy whereby the insurer agrees not to cancel the policy, or reduce the coverage below the limits required in this Lease, without at least thirty (30) days prior notice to Landlord and Landlord's managing agent, except that only ten (10) days prior notice will be provided for cancellation based on non-payment of premiums and no notice will be sent on expiration of the policy term or cancellation by Tenant. If Tenant fails to provide

evidence of insurance required to be provided by Tenant hereunder, prior to commencement of the term and thereafter during the term, within ten (10) days following Landlord's request thereof, and ten (10) days prior to the expiration date of any such coverage, Landlord will be authorized (but not required) to procure such coverage in the amount stated with all costs thereof to be chargeable to Tenant and payable upon written invoice thereof. The limits of insurance required by this Lease, or as carried by Tenant, will not limit the liability of Tenant or relieve Tenant of any obligation thereunder, except to the extent provided under Paragraph 13.1 below (Waiver of Subrogation). Any deductibles selected by Tenant must be reasonable and will be the sole responsibility of Tenant. Landlord may, in its reasonable discretion, change the insurance policy limits and forms that are required to be provided by Tenant; such changes will be made to conform with common insurance requirements for similar properties in similar geographic locations. Landlord will not change required insurance limits or forms during the first five (5) year of the Lease Term and thereafter not more often than once every three (3) years.

13.1 **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.

14. **Landlord's Insurance**. Landlord shall carry commercial property insurance, including special form perils endorsement, insuring the building of which the Premises is a part, in an amount not less than the full replacement cost. In addition, Landlord shall carry commercial general liability insurance for the property of which the Premises is a part, in at least the same amounts required of Tenant.

15. **Hazardous Materials**. Tenant agrees not to maintain, keep, store or permit the maintenance or storage of any dangerous, flammable or hazardous material on the Premises (other than reasonable and customary amounts as permitted under existing fire and safety rules and regulations) and further agrees to comply with all fire and safety rules and regulations affecting the Premises, provided such compliance does not require Tenant to install or modify any fire protection, fire detection or fire alarm systems in the Premises. Any such installations or modifications shall be the sole responsibility of the Landlord, unless any such installation or modification is required as a result of any particular use of the Premises by Tenant.

16. **Casualty**. If all or any part of the Premises shall be damaged or destroyed by fire, earthquake, flood or other casualty so as to render the Premises untenable in Tenant's sole opinion, then this Agreement shall terminate, at the written option of Landlord or Tenant, from the date of such casualty, and upon such notice Tenant shall at once surrender the Premises and all interest therein to the Landlord, and shall not be liable for any further payments of Rent as of the date of such casualty. Any portion of the Rent applicable to the time period after the date of such casualty shall be refunded to Tenant.

17. **Quiet Enjoyment.** Landlord represents and warrants that Landlord has the right, power and lawful authority to enter into this Agreement for the full Term hereof. Tenant, upon paying the Rent required under this Agreement, shall peaceably and quietly hold and enjoy the Premises during the full Term hereof.

18. **Signage.** Tenant will have signage available on the directory in the lobby, and on the floor of the Building, at Landlord's cost.

19. **Parking.** Tenant shall be granted __ () monthly parking credits at the rate of \$110.00/month/credit.

20. **Access to Premises.** Landlord shall have access to the Premises at all reasonable times during Tenant's normal business hours and upon not less than 24 hours prior notice (except in the event of emergency), to enable Landlord (i) to examine the same and to make such repairs, additions and alterations as Landlord may be permitted to make hereunder; or (ii) to show the Premises to prospective tenants, mortgagees and purchasers.

21.01. **Default.** The occurrence of any one or more of the following events shall constitute a "Default" by Tenant and shall give rise to Landlord's remedies set forth below:

- (a) If Tenant defaults in the prompt payment of Rent and such default shall continue for five (5) days after Rent is due;
- (b) Tenant's failure to observe or perform any term or condition of this Agreement, including the Rules and Regulations, other than payment of Rent (or the other matters expressly described in this Section), unless such failure is cured within fifteen (15) days after written notice thereof shall have been given to Tenant;
- (c) Tenant's failure to cure immediately upon notice thereof any condition which is hazardous, interferes with another tenant or the operation or leasing of the Building, or may cause the imposition of a fine, penalty or other remedy on Landlord or its agents or affiliates;
- (d) The making an assignment in violation of this Agreement;
- (e) The making by Tenant or any guarantor of this Agreement ("Guarantor") of any general assignment for the benefit of creditors;
- (f) If the leasehold interest of Tenant is levied upon or attached by process of law;
- (g) if Tenant abandons the Premises 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 Agreement, or may terminate this Agreement, for as long as the default continues.

- (h) filing by or for reorganization or arrangement under any Law relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant or such Guarantor, the same is dismissed within thirty (30) days);
- (i) appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Agreement, where possession is not restored to Tenant within thirty (30) days;
- (j) attachment, execution or other judicial seizure of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Agreement;
- (k) Tenant's or any Guarantor's convening of a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debts;
- (l) Tenant's or any Guarantor's insolvency or failure, or admission of an inability, to pay debts as they mature; or
- (m) a violation by Tenant or any affiliate of Tenant under any other lease or agreement with Landlord or any affiliate thereof which is not cured within the time permitted for cure thereunder.

21.02 **Remedies.** If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth to the extent permitted by Law, in addition to any and all other rights and remedies at law and in equity, all of which shall be deemed cumulative:

- (a) Landlord, without any obligation to do so, may elect to cure the default on behalf of Tenant, without being liable for any claim for damages therefor, in which event Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred by Landlord (together with an administrative fee of 15% thereof) in curing the default, plus interest at the Default Rate from the respective dates of Landlord's incurring such costs, which sums and costs together with interest at the Default Rate shall be deemed Additional Rent;
- (b) To enter and repossess the Premises by action at law or by any other lawful means, without being liable for prosecution or damages. Landlord may, at Landlord's option, make improvements, alterations and repairs in order to relet the Premises and relet all or any part(s) of the Premises for Tenant's account; Tenant agrees to pay to Landlord on demand any deficiency (taking into account all costs incurred by Landlord) that may arise by reason of such reletting. In the event of reletting without termination of this Agreement, Landlord may at any time thereafter elect to terminate this Agreement for such previous breach;
- (c) To declare immediately due and payable an amount equal to (a) all Rent accrued hereunder through the date of termination, and (b) all amounts due under Section 20.03 below.

- (d) To declare immediately due and payable an amount equal to (1) the total rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a per annum rate equal to the "Prime Rate" as published on the date this Agreement is terminated by The Wall Street Journal in its listing of "Money Rates" minus one percent (i.e., 100 basis points) (the "Discount Rate"), minus (2) the then present fair rental value of the Premises for such period, similarly discounted;
- (e) To declare immediately due and payable an amount equal to all Rent and other sums required hereunder to be paid by Tenant during the remainder of the Term, diminished, after the end of the Term, by any net sums thereafter received by Landlord through reletting the Premises during such period, after deducting all costs incurred by Landlord in reletting the Premises;
- (f) To terminate this Agreement and the Term without any right on the part of Tenant to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken; and
- (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.).

21.03 **Payment by Tenant.** Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorneys' 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 Agreement 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 Agreement, including all commissions, allowances, and abated Rent, and (7) enforcing this Agreement, 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 Agreement and the parties' rights and obligations under this Agreement.

21.04 **Cumulative Remedies.** Any and all remedies set forth in this Agreement: (1) shall be in addition to any and all other remedies Landlord may have at law or in equity, (2) shall be cumulative, and (3) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future. Additionally, Tenant shall defend, indemnify and hold harmless Landlord, Landlord's Mortgagee and their respective

representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable attorneys' fees at all tribunal levels) arising from Tenant's failure to perform its obligations under this Agreement.

21.05 **Mitigation.** Notwithstanding anything in this Agreement to the contrary, in the event that this Agreement shall be terminated, Landlord may, in Landlord's sole discretion, permit the Premises to remain vacant or abandoned, or re-let same upon such terms and conditions as shall be acceptable to Landlord in Landlord's sole discretion, Landlord shall in no event and under no circumstances have any duty to mitigate Tenant's damages, and Landlord shall further not be required to pay to Tenant any surplus of any sums received by Landlord upon re-letting all or any part of the Premises.

22. **Holdover.** Tenant agrees that if Tenant does not surrender to Landlord said Premises at the end of the term of this Lease, or upon any cancellation of the term of this Lease, without prior written consent of Landlord, such holdover tenancy shall be a tenancy at sufferance, and Tenant shall pay to Landlord all damages that Landlord may suffer on account of Tenant's failure to surrender possession of said Premises, and will indemnify Landlord on account of delay of Landlord in delivering possession of said Premises to another Tenant. Unless Tenant's failure to surrender the Premises is consented to in writing by the Landlord, the rent during any holdover period shall be twice the Rent payable during the last month of the Term. The acceptance of such rent shall not be deemed to be consent to such continued occupancy nor shall it be deemed a waiver of any rights of the Landlord as set forth herein, at law or in equity. Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees at all tribunal levels) and liability resulting from such failure, including any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits or other consequential damages to Landlord resulting therefrom.

23. **Notices.** Except as otherwise specifically provided herein, any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and delivered (a) one (1) business day after the date on which the same has been delivered prepaid to a national courier service guaranteeing next day service, or (b) three (3) days after deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, in each case addressed to the party to whom such notice is given at the address set forth below:

To Tenant:

To Landlord:

1350 N Orange Ave. Suite 100
Winter Park, FL 32789

24. **Attorneys' Fees.** If either Landlord or Tenant institutes any action or proceeding against the other to enforce any provision of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable costs and expenses incurred by the prevailing party, including court costs, expenses and reasonable attorneys' fees.

25. **Broker.** Each of the parties hereto represents and warrants to the other that it has not dealt with any broker or finder in connection with this Agreement, other than Demetree Real Estate Services, who will be paid by Landlord. There shall be no other broker representing either the Landlord or the Tenant in this transaction. However, notwithstanding any of the foregoing, in the event Tenant engages any broker at the expiration to renegotiate a new lease, in any of Landlord's existing properties at the time of such renegotiation, Landlord and Tenant mutually agree that Tenant will then be responsible for paying any and all broker fees associated with such renegotiation.

26. **Entire Agreement.** This Agreement contains the entire agreement of the parties, all prior understanding and agreements are being merged herein. There are no oral or written agreements or representations between Landlord and Tenant except as expressly set forth in this Agreement. No modifications of this Agreement will be binding upon Landlord or Tenant unless made in writing and signed by each party. The terms, covenants and conditions contained herein shall inure to the benefit of, and be binding upon, Landlord and Tenant, and their respective heirs, successors and assigns.

27. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

28. **Governing Law.** This Agreement shall be construed in accordance with the laws of the state in which the Premises is located.

29. **Force Majeure.** Neither the Landlord nor the Tenant shall be liable for failure to timely perform any obligation under this Agreement in the event it is prevented from so performing by strike, lockout, breakdown, accident, act of terrorism, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control.

30. **Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

31. **Time of the Essence.** Time is of the essence with respect to the performance of each, every, and all of the terms, conditions, promises and provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

LANDLORD:

By: _____
Mary L. Demetree, Chairwoman

Date: _____

TENANT:

By: _____

Date: _____

Exhibit “A” – Premises Site Plan

Exhibit "B"

AGREEMENT OF GUARANTY

ABSOLUTE AND UNCONDITIONAL GUARANTY

THIS ABSOLUTE AND UNCONDITIONAL GUARANTY ("Guaranty") is executed and delivered this day of _____, 2020 by _____, (hereinafter, "Guarantor") in favor of _____, ("Landlord").

R E C I T A L S:

- A. Landlord and [Tenant], entered into that certain Office Lease dated of even date herewith, (the "Lease"), for that certain premises located at [address of property]
- 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:

Two Witnesses

(Print Name)_____

[Print Name] _____

(Print Name)_____

Guarantor Address:

STATE OF FLORIDA

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 "C"
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 _____