

COMMERCIAL LEASE

between

\_\_\_\_\_DIXIE HWY REALTY 1, LLC\_\_\_\_\_

and

\_\_\_\_ISLAND CITY STAGE, INC.\_\_\_\_\_

## COMMERCIAL LEASE

THIS COMMERCIAL LEASE (Lease) is entered into by Landlord and Tenant as described in the following basic lease information on the date that is set forth for reference only in the following basic lease information. Landlord and Tenant agree:

### 1 BASIC LEASE INFORMATION

1.1 Basic Lease Information. In addition to the terms that are defined elsewhere in this Lease, these terms are used in this Lease:

- (a) LEASE COMMENCEMENT DATE: October 1<sup>st</sup>, 2019
- (b) LANDLORD: Dixie Hwy. Realty 1, LLC
- (c) LANDLORDS ADDRESS: 2550 N Federal Highway, Suite 6, Fort Lauderdale, Florida 33305
- (d) TENANT: Island City Stage, Inc.
- (e) TENANTSADDRESS: 2304 N Dixie Highway, Wilton Manors, FL 33305
- (f) BUILDING ADDRESS: 2304 N Dixie Highway, Wilton Manors, FL 33305
- (g) PREMISES: 2304 N Dixie Highway, Wilton Manors, FL, 33305
- (h) TERM: Three (3) Years
- (i) RENT COMMENCEMENT DATE: October 1<sup>st</sup>, 2019
- (j) EXPIRATION DATE: September 30<sup>th</sup>, 2022
- (k) SECURITY DEPOSIT: \$6,360.00
- (l) MONTHLY RENT: \$3,828.85
- (m) ESTIMATED CAM: \$50.00 Monthly Trash Fee
- (n) ANNUAL RENT ADJUSTMENT: 5% Annual Increase Every November
- (o) OPTION TO EXTEND LEASE: One (1) Option for an Additional Two (2) Years
- (p) PARKING SPACES: N/A
- (q) PARKING CHARGE: N/A
- (r) BROKER: N/A
- (s) BUSINESS HOURS: ALL a.m. to ALL p.m. on Monday through Sunday.
- (t) USE: Theatre Use
- (u) SIGNAGE: Tenant responsible for sign installation, specifications require the approval of Landlord.
- (v) LAST MONTHS RENT: None

### 1.2 Definitions.

- (a) ADDITIONAL RENT: Any amounts that this Lease requires Tenant to pay in addition to Monthly Rent.
- (b) RENT: The Monthly Rent and Additional Rent.
- (c) If any other provision of this Lease contradicts any definition of this Article 1, the other provision will prevail.

1.3 Exhibits. The following exhibits and addenda are attached to this Lease and are made a part of this Lease:

- EXHIBIT A -- Rules and Regulations
- EXHIBIT B -- Commencement Date and Estoppel Certificate
- EXHIBIT C -- Personal Guaranty

## 2 AGREEMENT

In consideration for the Rent and other covenants and agreements made by Tenant, Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to this Lease. The duration of this Lease will be the Term. The Term will commence on the Commencement Date and will expire on the Expiration Date unless terminated earlier pursuant to the terms of this Lease. The Lease supersedes all other leases and any lease options under any other leases previously entered into between the parties.

## 3 TERM, DELIVERY, AND ACCEPTANCE OF PREMISES

**3.1 Delivery of Possession.** Landlord will be deemed to have delivered possession of the Premises to Tenant on the Commencement Date. Landlord shall deliver to Tenant possession of the Premises AS IS in its present condition on the Commencement Date. Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenants business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any Tenant improvements to the Premises. If for any reason Landlord cannot deliver possession of the Premises to Tenant on the Commencement Date, this Lease will not be void or voidable, and Landlord will not be liable to Tenant for any resultant loss or damage. Tenant will execute and deliver to Landlord the Commencement Date and Estoppel Certificate attached to this Lease within 3 days of Landlords request.

**3.2 Early Entry.** If Tenant is permitted entry to the Premises prior to the Commencement Date for the purpose of installing fixtures or any other purpose permitted by Landlord, the early entry will be at Tenants sole risk and subject to all the terms and provisions of this Lease as though the Commencement Date had occurred, except for the payment of Rent, which will commence on the Commencement Date. Tenant hereby agrees to indemnify Landlord against any injury, and loss or damage which may occur to any person or to any of the Tenants work or installations made in such Premises, Building or Project, or to any personal property placed therein, the same being at Tenants sole risk, and, prior to any early entry by Tenant, provide Landlord with proof of insurance coverages described in this Lease.

## 4 MONTHLY RENT

Throughout the Term of this Lease, Tenant will pay Monthly Rent to Landlord as rent for the Premises. Monthly Rent will be paid in advance on or before the first day of each calendar month of the Term. If the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then Monthly Rent will be appropriately prorated by Landlord based on the actual number of calendar in such month. If the Term commences on a day other than the first day of a calendar month, then the prorated Monthly Rent for such month will be paid on or before the first day of the Term. Monthly Rent will be paid to Landlord, without written notice or demand, and without deduction or offset, in lawful money of the United States of America at Landlords address, or to such other address as Landlord may from time to time designate in writing.

## 5 LATE PAYMENTS.

Any Rent or other monetary obligation due Landlord that is not paid by the 5<sup>th</sup> of each month will be assessed a \$15.00 per day late charge (but in no event in an amount in excess of the maximum rate allowed by applicable law) Tenant shall also pay to Landlord a late charge of 5% of the amount due as a management fee, all charges which are deemed additional rent.

## 6 INSURANCE

**6.1 Tenants Insurance.** At all times during the Term, Tenant will carry and maintain, at Tenants expense, the following insurance, in the amounts specified below or such other amounts as Landlord may from time to time reasonably request, with insurance companies and on forms satisfactory to Landlord:

- (a) Bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than \$1,000,000 per occurrence. All such insurance will be equivalent to coverage offered by a commercial comprehensive general liability form, including without limitation personal injury, products and completed operations, broad form property damage, and contractual liability coverage for the performance by Tenant of the indemnity agreements set forth in Article 21 of this Lease;
- (b) Insurance covering all of Tenants furniture and fixtures, machinery, equipment, stock, and any other personal property owned and used in Tenants business and found in, on or about the Project, and any leasehold improvements to the Premises in an amount not less than the full replacement cost. Property forms will provide coverage on a broad form basis insuring against all risks of direct physical loss. All policy proceeds will be used for the repair or replacement of the property damaged or destroyed; however, if this Lease ceases under the provisions of Article 18, Tenant will be entitled to any proceeds resulting from damage to Tenants furniture and fixtures, machinery, equipment, stock, and any other personal property;
- (c) Workers compensation insurance insuring against and satisfying Tenants obligations and liabilities under the workers compensation laws of the state in which the Project is located, including employers liability insurance in the limits required by the laws of the state in which the Project is located; and
- (d) Fire and extended coverage insurance covering the Project, its equipment, common area furnishings, and leasehold improvements in the Premises;
- (e) Bodily injury and property damage liability insurance; and
- (f) Such other insurance as Landlord reasonably determines from time to time.

The insurance coverages and amounts in this Section 6.1 will be reasonably determined by Landlord.

If Tenant fails to obtain or maintain any insurance required hereunder, Landlord shall have the option, without assuming any obligation in connection therewith, to affect such insurance at the sole cost of the Tenant and all outlays by Landlord shall be reimbursed by Tenant to Landlord as Additional Rent.

**6.2 Forms of Policies.** Certificates of insurance, together with copies of the endorsements, when applicable, naming Landlord and any others specified by Landlord as additional insurers, will be delivered to Landlord prior to Tenant's occupancy of the Premises and from time to time at least 10 days prior to the expiration of the term of each such policy. All commercial general liability or comparable policies maintained by Tenant will name Landlord and such other persons or firms as Landlord specifies from time to time as additional insurers, entitling them to recover under such policies for any loss sustained by them, their agents, and employees, including those losses sustained as a result of the negligent acts or omissions of Tenant. All such policies maintained by Tenant will provide that they may not be terminated nor may coverage be reduced except after 30 days prior written notice to Landlord. All commercial general liability, automobile, and property policies maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry.

**6.3 Waiver of Subrogation.** Landlord and Tenant each waive any and all rights to recover against the other or against any other tenant or occupant of the Project, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of such other party or of such other tenant or occupant of the Project, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried by such party pursuant to this Article 6 or any other property insurance actually carried by such party to the extent of the limits of such policy. Landlord and Tenant from time to time will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Project or the Premises or the contents of the Project or the Premises. Tenant agrees

to cause all other occupants of the Premises claiming by, under, or through Tenant to execute and deliver to Landlord such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

**6.4 Adequacy of Coverage.** Landlord, its agents and employees make no representation that the limits of liability specified to be carried by Tenant pursuant to this Article 6 are adequate to protect Tenant. If Tenant believes that any of such insurance coverage is inadequate, Tenant shall obtain such additional insurance coverage as Tenant deems adequate, at Tenant's sole expense. Tenant covenants that the Premises will be used only for general business office purposes and purposes incidental to that use, and for no other purpose. Tenant will use the Premises in a careful, safe, and proper manner. Tenant will not use or permit the Premises to be used or occupied for any purpose or in any manner prohibited by any applicable laws. Tenant will not commit waste or suffer or permit waste to be committed in, on, or about the Premises. Tenant will conduct its business and control its employees, agents, and invitees in such a manner as not to create any nuisance or interfere with, annoy, or disturb any other Tenant or occupant of the Project or Landlord in its operation of the Project. Tenant agrees to take possession of and occupy the entire Premises no later than 60 days after the Commencement Date, and Tenant further agrees to continue to occupy the Premises throughout the remainder of the Term of this Lease until 90 days prior to the Expiration Date.

## **7 INTENTIONALLY LEFT BLANK**

## **8 REQUIREMENTS OF LAW; FIRE INSURANCE**

**8.1 General.** At its sole cost and expense, Tenant will promptly comply with all laws, statutes, ordinances, codes, and governmental rules, regulations, or requirements of federal, state, county, and local governmental authorities now in force or in force at any given time after the Lease Date, with the requirements of any board of fire underwriters or other similar body constituted now or after the Lease Date, with any direction or occupancy certificate issued pursuant to any law by any public officer or officers, as well as with the provisions of all recorded documents affecting the Premises, insofar as they relate to the condition, use, or occupancy of the Premises, excluding requirements of structural changes to the Building, unless required by the unique nature of Tenants use or occupancy of the Premises. Landlord shall take no action that will alter the status of the building as it relates to the building code or other city or town ordinances.

### **8.2 Hazardous Materials.**

- (a) For purposes of this Lease, hazardous materials means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including without limitation asbestos containing materials, PCBs, CFCs, or substances defined as hazardous substances in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 6901-6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect (collectively, hazardous materials laws).
- (b) Tenant will not cause or permit the storage, use, generation, release, or disposition of any hazardous materials in, on, or about the Premises or the Project by Tenant, its agents, employees, or contractors. Tenant will not permit the Premises to be used or operated in a manner that may cause the Premises or the Project to be contaminated by any hazardous materials in violation of any hazardous materials laws. Tenant will immediately advise Landlord in writing of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any hazardous materials laws relating to any hazardous materials affecting the Premises; and (2) all claims made or threatened by any third party against Tenant, Landlord, the Premises or the Project relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any hazardous materials on or about the Premises. Without Landlord's prior written consent, Tenant will not take any remedial action or enter into any agreements or settlements in response to the presence of any hazardous materials in, on, or about the Premises.

- (c) Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents, and employees harmless from and against all claims, costs, expenses, damages, and liabilities, including attorneys fees and costs, arising out of or in connection with Tenants breach of its obligations in this Article 8. Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorneys fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Premises and any other property of whatever nature located on the Project to their condition existing prior to the appearance of Tenants hazardous materials on the Premises. Tenants obligations under this Article c will survive the expiration or other termination of this Lease.

**8.3 Certain Insurance Risks.** Tenant will not do or permit to be done any act or thing upon the Premises or the Project which would (a) jeopardize or be in conflict with fire insurance policies covering the Project and fixtures and property in the Project; (b) increase the rate of fire insurance applicable to the Project to an amount higher than it otherwise would be for general office use of the Project; or c) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Premises. If the conduct of the Tenant, or any acts or omissions of the Tenant shall cause or result in any increase in premiums for insurance carried by the Landlord, whether or not Landlord allows such act or omission to continue, Tenant shall pay any increase in premium as Additional Rent.

## **9 ASSIGNMENT AND SUBLETTING**

**9.1 General.** Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors, and assigns, covenants and agrees that it will not assign, mortgage, or encumber this Lease, or sublease, nor otherwise permit the Premises or any part of the Premises to be used or occupied by others, without the prior written consent of Landlord in each instance, which consent may not be unreasonably withheld. Landlord may condition its consent upon, among other things, execution by the subtenant or assignee, as the case may be, of an instrument confirming the restrictions on further subleasing or assignment contained herein and joining in the waivers and indemnities made by Tenant hereunder. Any assignment or sublease in violation of this Article 9 will be void. If this Lease is assigned, or if the Premises or any part of the Premises are subleased or occupied by anyone other than Tenant, Landlord may, after any default by Tenant, collect rent from assignee, subtenant, or occupant, and apply the net amount collected to Rent. No assignment, sublease, occupancy, or collection will be deemed (a) a waiver of the provisions of this Section 9.1; (b) the acceptance of the assignee, subtenant, or occupant as Tenant; or c) a release of Tenant from the further performance by Tenant of covenants on the part of Tenant contained in this Lease. The consent by Landlord to an assignment or sublease will not be construed to relieve Tenant from obtaining Landlords prior written consent to any further assignment or sublease. No permitted subtenant may assign or encumber its sublease or further sublease all or any portion of its subleased space, or otherwise permit the subleased space or any part of its subleased space to be used or occupied by others, without Landlords prior written consent in each instance. Any assignee approved by Landlord must assume all of the obligations and duties of Tenant under this Lease pursuant to an assumption agreement satisfactory to Landlord of which Landlord is the beneficiary.

**9.2 Submission of Information.** If Tenant requests Landlords consent to a specific assignment or subletting, Tenant will submit in writing to Landlord (a) the name and address of the proposed assignee or subtenant; (b) the business terms of the proposed assignment or sublease; c) reasonably satisfactory information as to the nature and character of the business of the proposed assignee or subtenant, and as to the nature of its proposed use of the space; (d) banking, financial, or other credit information sufficient to enable Landlord to determine the financial responsibility and character of the proposed assignee or subtenant; (e) the proposed form of assignment (including lease assumption provisions) or sublease for Landlords approval; and (f) any other information reasonably required by Landlord.

**9.3 Payments to Landlord.** If Landlord consents to a proposed assignment or sublease, then Landlord will have the right to require Tenant to pay to Landlord a sum equal to (a) any rent or other consideration paid to Tenant by any proposed transferee that (after deducting the costs of Tenant, if any, in effecting the assignment or sublease,

including reasonable alterations costs, commissions and legal fees) is in excess of the Rent allocable to the transferred space then being paid by Tenant to Landlord pursuant to this Lease; (b) any other profit or gain (after deducting any necessary expenses incurred) realized by Tenant from any such sublease or assignment; and c) Landlords reasonable attorneys fees and costs incurred in connection with negotiation, review, and processing of the transfer.

**9.4 Prohibited Transfers.** The transfer of a majority of the issued and outstanding capital stock of any corporate Tenant or subtenant of this Lease, or a majority of the total interest in any partnership Tenant or subtenant, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions, will be deemed an assignment of this Lease or of such sublease requiring Landlords consent in each instance.

**9.5 Landlords Options.** In the event Tenant proposes to transfer this Lease or all or any part of the Premises, Landlord in addition to any rights contained herein, shall have the following options at its discretion:

- (a) to give Tenant written notice of Landlords intention to terminate this Lease as to all or any portion of the Premises on the date such notice is given or on any later date specified therein, whereupon, on the date specified in such notice, Tenants right to possession of the Premises or such portion of the Premises shall cease and this Lease shall thereupon be terminated, except as to any uncompleted obligations of Tenant; or
- (b) to re-enter and take possession of the Premises or the part thereof subject to such transfer, and to enforce all rights of Tenant, in accordance with such sublet or assignment of the Premises; or any part thereof, as if Landlord was the sublessor or assignor, and to do whatever Tenant is permitted to do pursuant to the terms of such sublease or assignment.

## **10 RULES AND REGULATIONS**

Tenant and its employees, agents, licensees, and visitors will at all times observe faithfully, and comply strictly with, the rules and regulations set forth in Exhibit A, in addition to State, Count and City rules and ordinances . Landlord may from time to time reasonably amend, delete, or modify existing rules and regulations, or adopt reasonable new rules and regulations for the use, safety, cleanliness, and care of the Premises, the Building, and the Project, and the comfort, quiet, and convenience of occupants of the Project. Modifications or additions to the rules and regulations will be effective upon 30 days prior written notice to Tenant from Landlord. In the event of any breach of any rules or regulations or any amendments or additions to such rules and regulations, Landlord will have all remedies that this Lease provides for default by Tenant, and will in addition have any remedies available at law or in equity, including the right to enjoin any breach of such rules and regulations. Landlord will not be liable to Tenant for violation of such rules and regulations by any other tenant, its employees, agents, visitors, or licensees or any other person. In the event of any conflict between the provisions of this Lease and the rules and regulations, the provisions of this Lease will govern.

## **11 COMMON AREAS**

**11.1** As used in this Lease, the term common areas means, without limitation, the driveways, roadways, parking areas, walkways, and all other areas and facilities in the Project that are provided and designated from time to time by Landlord for the general nonexclusive use and convenience of Tenant with Landlord and other tenants of the Project and their respective employees, invitees, licensees, or other visitors. Landlord grants Tenant, its employees, invitees, licensees, and other visitors a nonexclusive license for the Term to use the common areas in common with others entitled to use the common areas, subject to the terms and conditions of this Lease. Without advance written notice to Tenant, except with respect to matters covered by subsection (a) below, and without any liability to Tenant in any respect, Landlord will have the right to:

- (a) Close off any of the common areas to whatever extent required in the opinion of Landlord and its counsel to prevent a dedication of any of the common areas or the accrual of any rights by any person or the public to the common areas;

- (b) Temporarily close any of the common areas for maintenance, alteration, or improvement purposes; and
- (c) Change the size, use, shape, or nature of any such common areas, including erecting additional buildings on the common areas, expanding the existing Building or other buildings to cover a portion of the common areas, converting common areas to a portion of the Building or other buildings, or converting any portion of the Building (excluding the Premises) or other buildings to common areas. Upon erection of any additional buildings or change in common areas, the portion of the Project upon which buildings or structures have been erected will no longer be deemed to be a part of the common areas. Landlord shall not unreasonably reduce or convert common parking areas without the prior written consent of the tenant. If Tenant objects to Landlord's unreasonably reduction or conversion of common parking areas, Tenant shall have the right to terminate this Lease without penalty.

## **12 TENANTS RESPONSIBILITIES**

**12.1 Tenants Costs.** Tenant shall be responsible for repairs, maintenance and improvements to the interior of the leasehold premises including plate glass windows, air conditioning and heating equipment, lighting and plumbing and in particular, for any improvements to the suite desired by Tenant above and beyond the standard builder finishes and completions. Tenant shall be responsible for all utilities serving the leasehold premises. Trash is shared by all tenants at a cost of \$50 per month payable to Landlord.

**12.2 Limitation on Liability.** Landlord will not be in default under this Lease or be liable to Tenant or any other person for direct or consequential damage, or otherwise, for any failure to supply any heat, air conditioning, cleaning, lighting, or security; for surges or interruptions of electricity; or for interruptions to other services Landlord has agreed to supply. Landlord will use reasonable efforts to diligently remedy any interruption in the furnishing of such services. Landlord reserves the right temporarily to discontinue such services at such times as may be necessary by reason of accident; repairs, alterations or improvements; strikes; lockouts; riots; acts of God; governmental preemption in connection with a national or local emergency; any rule, order, or regulation of any governmental agency; conditions of supply and demand that make any product unavailable; Landlord's compliance with any mandatory governmental energy conservation or environmental protection program, or any voluntary energy conservation program at the request of or with consent or acquiescence of Tenant; or any other happening beyond the control of Landlord. Landlord will not be liable to Tenant or any other person or entity for direct or consequential damages resulting from the admission to or exclusion from the Building or Project of any person. In the event of invasion, mob, riot, public excitement, strikes, lockouts, or other circumstances rendering such action advisable in Landlord's sole opinion, Landlord will have the right to prevent access to the Building or Project during the continuance of the same by such means as Landlord, in its sole discretion, may deem appropriate, including without limitation locking doors and closing parking areas and other common areas.

## **13 TENANTS CARE OF THE PREMISES**

Tenant will maintain the Premises (including Tenants equipment, personal property, and trade fixtures located in the Premises) in their condition at the time they were delivered to Tenant, reasonable wear and tear excluded. Tenant will immediately advise Landlord of any damage to the Premises or the Project. All damage or injury to the Premises, the Project, or the fixtures, appurtenances, and equipment in the Premises of the Project that is caused by Tenant, its agents, employees, or invitees may be repaired, restored, or replaced by Landlord, at the expense of Tenant. Such expense (plus 15% of such expense for Landlord's overhead) will be collectible as Additional Rent and will be paid by Tenant within 10 days after delivery of a statement for such expense.

## **14 ALTERATIONS**

### **14.1 General.**



- (a) Tenant will not make or allow to be made any alterations, additions, or improvements to or of the Premises or any part of the Premises, or attach any fixtures or equipment to the Premises, without first obtaining Landlord's written consent. In no event shall the work of Tenant affect or impair the structure, or utility systems of the Building. Landlord's approval of the plans, specifications, and working drawings for Tenant's alterations shall create no responsibility or liability on the part of the Landlord for their completeness, design sufficiency, or compliance with all laws, ordinances, rules, requirements, and regulations of governmental agencies or authorities, or the use and occupancy permit for the Building. All such alterations, additions, and improvements consented to by Landlord, and capital improvements that are required to be made to the Project as a result of the nature of Tenant's use of the Premises:
  - (1) Will be performed by contractors approved by Landlord and subject to conditions specified by Landlord (which may include requiring the posting of performance and payment bonds);
  - (2) At Landlord's option, will be made by Landlord for Tenant's account, and Tenant will reimburse Landlord for their cost (including 15% for Landlord's overhead) within 10 days after receipt of a statement of such cost;
  - (3) Will be done in a good and workmanlike manner and shall be completed promptly;
  - (4) Shall not cause a loss or diminution of electric power or other utilities or services to tenants of the Building;
  - (5) Will be performed according to plans, specifications, and working drawings approved by Landlord; and
  - (6) Will be in accordance with all applicable federal, state, county and local laws, rules, regulations, ordinances and codes.

At all times between the start and completion of the work, in addition to the other policies of insurance required by this Lease, Tenant shall maintain a policy of All Risk Builders Risk Insurance covering the full replacement value of all work done and fixtures and equipment installed or to be installed at the Premises pursuant to this Article 14. Tenant herewith agrees to be responsible for all damages to persons or property, including loss of life, as a result of occurrences connected with activities undertaken by Tenant, its agents, contractors, and employees pursuant hereto, and hereby indemnifies Landlord and shall defend and hold Landlord harmless from and against any and all loss, cost or expense in connection with its responsibilities hereunder.

- (b) Subject to Tenant's rights in Article 14, all alterations, additions, fixtures, and improvements, whether temporary or permanent in character, made in or upon the Premises either by Tenant or Landlord, will immediately become Landlord's property and at the end of the Term will remain on the Premises without compensation to Tenant, unless Landlord at anytime advises Tenant in writing that such alterations, additions, fixtures, or improvements must be removed at the expiration or other termination of this Lease.
- (c) Notwithstanding the above, Tenant shall be able to make non-structural improvements without the written permission of Landlord and may add signage that is only visible from the inside of the building.

## 15 MECHANICS LIENS

Tenant will not permit any mechanics lien or liens to be placed upon the Premises, the Building, the Project, or any improvements thereon during the Term of this Lease caused by or resulting from any work performed, materials furnished, or obligation incurred by or at the request of Tenant; and in case of the filing of any such line, Tenant will promptly either pay the same, or transfer such to a cash deposit or surety bond under the applicable provisions of the Florida Mechanics Lien Act. If default in payment thereof shall continue for twenty (20) days after written notice thereof

from Landlord to Tenant, Landlord shall have the right and privilege, at Landlord's option, of paying the same or any portion thereof, and any amounts so paid, including expenses and interest, shall be Additional Rent hereunder due from Tenant to Landlord and shall be repaid to Landlord immediately on demand. Nothing contained herein shall be deemed to imply any agreement of Landlord to subject Landlord's reversionary interest in the Premises to any mechanics lien or other lien. Notice is hereby given to all persons dealing with Tenant that Tenant has no power, right, or authority to contract for the account of Landlord or subject Landlord's reversionary interest in the Premises to any mechanics lien or other lien; that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant on credit; and that no mechanics lien or other lien for labor or materials shall attach to or affect in any fashion the reversionary interest of Landlord in the Premises.

## 16 END OF TERM

At the end of this Lease, Tenant will promptly quit and surrender the Premises broom-clean, in good order and repair, ordinary wear and tear excepted and deliver all keys to the Premises and the Building to Landlord. If Tenant is not then in default, Tenant may remove from the Premises any movable equipment and movable furniture placed in the Premises by Tenant; Tenant will not remove any equipment without Landlord's prior written consent if such fixtures or equipment are used in the operation of the Building, or if the removal of such equipment will result in impairing the structural strength of the Building. All improvements, fixtures and other items in or upon the Premises (except movable equipment and personal property belonging to Tenant), whether installed by Tenant or Landlord, shall be Landlord's property and shall remain upon the Premises, all without compensation, allowance or credit to Tenant. Whether or not Tenant is in default, Tenant will remove such alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord has requested in accordance with Article 14. Tenant will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, inventory, effects, alterations, additions, and improvements on the Premises after the end of the Term will be deemed conclusively to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account for them. Tenant will pay Landlord for all expenses incurred in connection with the removal of such property, including but not limited to the cost of storage, and the cost of repairing any damage to the Building or Premises caused by the removal of such property. All property removed from the Premises by Landlord pursuant to any provision of this Lease or any Law may be handled or stored by Landlord at Tenant's Expense, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. All property not removed from the Premises or retaken from storage by Tenant within thirty (30) days after expiration or earlier termination of this Lease or Tenant's right to possession shall at Landlord's option be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. Unless prohibited by applicable Law, Landlord shall have a lien against such property for the costs incurred in removing and storing the same. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

**BY SIGNING THIS AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83 OF THE FLORIDA STATUTES, OR UPON EVICTION, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.**

Notwithstanding the same, Landlord has no obligation to preserve or protect Tenant's personal property remaining or located at or around the Premises before, during or after the term of this Agreement.

## 17 EMINENT DOMAIN

If all of the Premises are taken by exercise of the power of eminent domain (or conveyed by Landlord in lieu of such exercise) this Lease will terminate on a date (the termination date) which is the earlier of the date upon which the condemning authority takes possession of the Premises or the date on which title to the Premises is vested in the

condemning authority. If more than 25% of the Rentable Area of the Premises is so taken, Tenant will have the right to cancel this Lease by written notice to Landlord given within 20 days after the termination date. If less than 25% of the Rentable Area of the Premises is so taken, or if the Tenant does not cancel this Lease according to the preceding sentence, the Monthly Rent will be abated in the proportion of the Rentable Area of the Premises so taken to the Rentable Area of the Premises immediately before such taking, and Tenants Share will be appropriately recalculated. If 25% or more of the Building or the Project is so taken, Landlord may cancel this Lease by written notice to Tenant given within 30 days after the termination date. In the event of any such taking, the entire award will be paid to Landlord, and Tenant will have no right or claim to any part of such award; however, Tenant will have the right to assert a claim against the condemning authority in a separate action, so long as Landlord's award is not reduced as a consequence of such claim, for Tenants moving expenses and trade fixtures owned by Tenant.

## **18 DAMAGE AND DESTRUCTION**

18.1 If the Premises or the Building is damaged by fire or other insured casualty, Landlord will give Tenant written notice of the time which will be needed to repair such damage, as determined by Landlord in its reasonable discretion, and the election (if any) which Landlord has made according to this Article 18. Such notice will be given before the 60th day (the notice date) after the fire or other insured casualty.

18.2 If the Premises or the Building is damaged by fire or other insured casualty to an extent which may be repaired within 180 days after the notice date, as reasonably determined by Landlord, Landlord will promptly begin to repair the damage after the notice date and will diligently pursue the completion of such repair. In that event this Lease will continue in full force and effect except that Monthly Rent will be abated on a pro rata basis from the date of the damage until the date of the completion of such repairs (the repair period) based on the proportion of the Rentable Area of the Premises Tenant is unable to use during the repair period.

18.3 If the Premises or the Building is damaged by fire or other insured casualty to an extent that may not be repaired within 180 days after the notice date, as reasonably determined by Landlord, then (1) Landlord may cancel this Lease as of the date of such damage by written notice given to Tenant on or before the notice date or (2) Tenant may cancel this Lease as of the date of such damage by written notice given to Landlord within such 270-day period. If neither Landlord nor Tenant so elects to cancel this Lease, Landlord will diligently proceed to repair the Building and Premises and Monthly Rent will be abated on a pro rata basis during the repair period based on the proportion of the Rentable Area of the Premises Tenant is unable to use during the repair period.

18.4 Notwithstanding the provisions of subparagraphs (a), (b), and (c) above, if the Premises or the Building or the Project are damaged by uninsured casualty, or if the proceeds of insurance are insufficient to pay for the repair of any damage to the Premises or the Building or the Project, Landlord will have the option to repair such damage or cancel this Lease as of the date of such casualty by written notice to Tenant on or before the notice date.

18.5 If any such damage by fire or other casualty is the result of the willful conduct or negligence or failure to act of Tenant, its agents, contractors, employees, or invitees, there will be no abatement of Monthly Rent as otherwise provided for in this Article 18. Tenant will have no rights to terminate this Lease on account of any damage to the Premises, the Building, or the Project, except as set forth in this Lease.

18.6 For purposes of this Article 18 and subject to subsections (a) through (e) hereof, Landlord shall repair or restore any portion of the alterations, additions, improvements in the Premises or the decorations thereto to the extent that such alterations, additions, improvements and decorations were provided by Landlord at the beginning of the Term. Landlord shall have no further obligations pursuant to this Lease to repair or restore any alterations, additions or improvements in the Premises or the decorations thereto. If Tenant desires any other or additional repairs or restoration and if Landlord consents thereto, the same shall be done at Tenants sole cost and expense. Tenant acknowledges that Landlord shall be entitled to the full proceeds of any insurance coverage, carried by Landlord for damage to alterations, additions, improvements or decorations.

## 19 SUBORDINATION

**19.1 General.** This Lease and Tenant's rights under this Lease are subject and subordinate to any ground or underlying lease, mortgage, indenture, deed of trust, or other lien encumbrance (each a superior lien), together with any renewals, extensions, modifications, consolidations, and replacements of such superior lien, now or in the future affecting or placed, charged, or enforced against the Land, the Building, or all or any portion of the Project or any interest of Landlord in them or Landlord's interest in this Lease and the leasehold estate created by this Lease (except to the extent any such instrument expressly provides that this Lease is superior to such instrument). This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Notwithstanding the foregoing, Tenant will execute, acknowledge, and deliver to Landlord, within 10 days after written demand by Landlord, such documents as may be reasonably requested by Landlord or the holder of any superior lien to confirm or effect any such subordination or superiority, as applicable.

**19.2 Attornment.** Tenant agrees that in the event that any holder of a superior lien succeeds to Landlord's interest in the Premises, Tenant will pay to such holder all Rent subsequently payable under this Lease. Further, Tenant agrees that in the event of the enforcement by the holder of a superior lien of the remedies provided for by law or by such superior lien, Tenant will, upon request of any person or party succeeding to the interest of Landlord as a result of such enforcement, automatically become the Tenant of an attorney to such successor in interest without change in the terms or provisions of this Lease. Such successor interest will not be bound by:

- (a) Any payment of Rent for more than one month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease that are actually received by such successor in interest;
- (b) Any amendment or modification of this Lease made without the written consent of such successor in interest (if such consent was required under the terms of such superior lien);
- (c) Any claim against Landlord arising prior to the date on which such successor in interest succeeded to Landlord's interest; or
- (d) Any claim or offset of Rent against the Landlord.

Upon request by such successor in interest and without cost to Landlord or such successor in interest, Tenant will, within 20 days after written demand, execute, acknowledge, and deliver an instrument or instruments confirming the attornment.

If Tenant shall fail to execute and deliver any such documents provided for in this Article 19, then Tenant hereby appoints Landlord its attorney-in-fact for the purpose of executing, acknowledging, and delivering such documents on behalf of Tenant.

## 20 ENTRY BY LANDLORD

20.1 Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency and at any other reasonable time to:

- (a) Inspect the Premises;
- (b) Exhibit the Premises to prospective purchasers, lenders, or tenants;
- (c) Determine whether Tenant is complying with all its obligations in this Lease;
- (d) Supply cleaning service and any other service to be provided by Landlord to Tenant according to this Lease;

- (e) Post written notices of non-responsibility or similar notices; or
- (f) Make repairs required of Landlord under the terms of this Lease or make repairs to any adjoining space or utility services or make repairs, alterations, or improvements to any other portion of the Building.

Tenant, by this Article 20, waives any claim against Landlord, its agents, employees, or contractors for damages for any injury or inconvenience to or interference with Tenants business, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by any entry in accordance with this Article 20. Landlord will at all times have and retain a key with which to unlock all of the doors in, on, or about the Premises (excluding Tenants vaults, safes, and similar areas designated in writing by Tenant in advance). Landlord will have the right to use any and all means Landlord may deem proper to open doors in and to the Premises in an emergency in order to obtain entry to the Premises, provided that Landlord will promptly repair any damages caused by any forced entry. Any entry to the Premises by Landlord in accordance with this Article 20 will not be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion of the Premises, nor will any such entry entitle Tenant to damages or an abatement of Monthly Rent, Additional Rent, or other charges that this Lease requires Tenant to pay.

## **21 INDEMNIFICATION, WAIVER, AND RELEASE**

**21.1 Indemnification.** To the extent not prohibited by law, Landlord, its employees and agents shall not be liable for damage to person, property or business or resulting from the loss of use thereof sustained by Tenant or other persons due to the Building or any part thereof becoming out of repair or due to an accident or due to any act or neglect of any tenant, occupant or other person. Tenant further agrees that all personal property upon the Premises, loading dock, holding areas, and freight elevators shall be at the sole risk of Tenant.

Tenant will neither hold nor attempt to hold Landlord, its employees, or agents liable for, and Tenant will indemnify and defend and hold harmless Landlord, its employees, and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including without limitation reasonable attorneys fees) incurred in connection with or arising from:

- (a) the use or occupancy or manner of use or occupancy of the Premises or any common areas by Tenant or any person claiming under Tenant;
- (b) any activity, work, or thing done or permitted by Tenant in or about the Premises, the Building, or the Project;
- (c) any breach by Tenant or its employees, agents contractors, or invitees of this Lease; and
- (d) any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, or invitees entering upon the Premises under the express or implied invitation of Tenant.

If any action or proceeding is brought against Landlord, its employees, or agents by reason of any such claim for which Tenant has indemnified Landlord, Tenant, upon written notice from Landlord, will defend the same at Tenants expense, with counsel reasonably satisfactory to Landlord.

**21.2 Waiver and Release.** Tenant, as a material part of the consideration to Landlord for this Lease, by this Section 21.2 waives and releases all claims against Landlord, its employees, and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease.

## **22 SECURITY DEPOSIT**

Upon execution of this Lease, Tenant shall deposit the security deposit with Landlord as security for the full, faithful, and timely performance of every provision of this Lease to be performed by Tenant. 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 use, apply, or retain all or any part of the security deposit for the payment of any Rent, or any other sum in default, or for the payment of any other amount Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage Landlord may suffer by reason of Tenants default. If any portion of the security deposit is so used, applied, or retained, Tenant will within 5 days after written demand deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount. Landlord will not be required to keep the security deposit separate from its general funds, and Tenant will not be entitled to interest on the security deposit. The security deposit will not be deemed a limitation on Landlords damages or a payment of liquidated damages or a payment of the Monthly Rent due for the last month of the Term. If Tenant fully, faithfully, and timely performs every provision of this Lease to be performed by it, the security deposit or any balance of the security deposit will be returned to Tenant within 60 days after the expiration of the Term. Landlord may deliver the balance of the security deposit then held by Landlord to the purchaser of the Building in the event the Building is sold or to any transferee or assignee from Landlord, and after such time Landlord will have no further liability to Tenant with respect to the security deposit.

### **23 QUIET ENJOYMENT**

Landlord covenants and agrees with Tenant that so long as Tenant pays the Rent and observes and performs all the terms, covenants, and conditions of this Lease on Tenants part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises subject, nevertheless, to the terms and conditions of this Lease, and Tenants possession will not be disturbed by anyone claiming by, through, or under Landlord.

### **24 EFFECT OF SALE**

A sale, conveyance, or assignment of the Building or the Project will operate to release Landlord from liability from and after the effective date of such sale, conveyance, or assignment upon all of the covenants, terms, and conditions of this Lease, express or implied, except those liabilities that arose prior to such effective, and, after the effective date of such sale, conveyance, or assignment, Tenant will look solely to Landlords successor in interest in and to this Lease. This Lease will not be affected by any such sale, conveyance, or assignment and Tenant will attorney to Landlords successor in interest to this Lease from and after such effective date.

### **25 DEFAULT**

**25.1 Event of Default.** The following events are referred to, collectively, as Aevents of default or, individually, as an event of default:

- (a) Tenant fails to pay any Rent or other monetary obligation when due, and such failure continues for 3 days after written notice from Landlord; Tenant will not be entitled to more than 1 written notice for monetary default during any 12-month period, and if after such written notice any Rent is not paid when due, an event of default will be considered to have occurred without further notice;
- (b) Tenant vacates or abandons the Premises;
- (c) This Lease or the Premises or any part of the Premises is taken upon execution or by other process of law directed against Tenant, or is taken upon subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within 15 days after its levy;
- (d) Tenant or any guarantor of Tenants obligations under this Lease (Guarantor) files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act or any state, or admits the material allegations of any such petition by answer or

otherwise, or admits in writing its inability to meet its debts as they mature, or is dissolved or makes an assignment for the benefit of creditors;

- (e) Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant or any Guarantor are instituted against Tenant or any Guarantor, or a receiver or trustee is appointed for all or substantially all of the property of Tenant or any Guarantor, and such proceeding is not dismissed or such receivership or trusteeship vacated within 60 days after such institution or appointment;
- (f) Tenant fails to take possession of the Premises on the Commencement Date of the Term;
- (g) Tenant violates the terms of Article 9 Assignment and Subletting;
- (h) Tenant breaches any of the agreements, terms, covenants, or conditions of this Lease and such breach involves a hazardous condition and is not cured immediately upon written notice to Tenant;
- (i) Tenant breaches any of the other agreements, terms, covenants, or conditions that this Lease requires Tenant to perform, and such breach continues for a period of 30 days after written notice from Landlord to Tenant or, if such breach cannot be cured reasonably within such 30-day period, if Tenant fails to diligently commence to cure such breach within 30 days after written notice from Landlord and to complete such cure within a reasonable time thereafter; or
- (j) Any guaranty of the Lease obligations becomes unenforceable in whole or in part for any reason.

## **26. Landlords Remedies**

**26.1 Landlord's Remedies.** If any one or more events of default set forth in Section 25.1 occurs then Landlord has the right, at its election:

- (a) To give Tenant written notice of Landlords intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case Tenants right to possession of the Premises will cease and this Lease will be terminated, except as to Tenants liability, as if the expiration of the term fixed in such notice were the end of the Term;
- (b) Without further demand or notice, and without terminating this Lease to reenter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Monthly Rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions; or
- (c) Without further demand or notice to cure any event of default and to charge Tenant for the cost of effecting such cure, including without limitation reasonable attorneys fees and interest on the amount so advanced at the rate set forth in Section 28.27, provided that Landlord will have no obligation to cure any such event of default of Tenant.
- (d) Institute legal proceedings for possession of the premises without terminating the Lease.

Should Landlord elect to reenter as provided in subsection (b), or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, relet the Premises or any part of the Premises in Landlords or Tenants name, but for the account of Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions and upon such other terms (which may include concessions of free rent

and alteration and repair of the Premises) as Landlord, in its reasonable discretion, may determine, and Landlord may collect and receive the rents from such reletting. Landlord will in no way be responsible or liable for any failure to relet the Premises, or any part of the Premises, or for any failure to collect any rent due upon such reletting. No such reentry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. No written notice from Landlord under this Section or under a forcible or unlawful entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right following any such reentry or reletting to exercise its right to terminate this Lease by giving Tenant such written notice in which event this Lease will terminate as specified in such notice.

**26.2 Certain Damages.** In the event that Landlord does not elect to terminate this Lease as permitted in Section 26.1(a), but on the contrary elects to take possession as provided in Section 26.1(b), Tenant will pay to Landlord Monthly Rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less the net proceeds, if any, or reletting of the Premises after deducting all of Landlord's reasonable expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, attorneys fees, expenses of employees, alteration and repair costs, and expenses of preparation for such reletting. Tenant will pay such Rent and other sums to Landlord monthly on the day on which the Monthly Rent would have been payable under this Lease if possession had not been retaken, and Landlord will be entitled to receive such Rent and other sums from Tenant on each such day.

**26.3 Continuing Liability After Termination.** If this Lease is terminated on account of the occurrence of an event of default, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other amounts that would have been owing by Tenant for the balance of the Term, had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to such termination, after deducting all of Landlord's expenses in connection with such reletting, including without limitation the expenses enumerated herein. Landlord will be entitled to collect such damages from Tenant monthly on the day on which Monthly Rent and other amounts would have been payable under this Lease if this Lease had not been terminated, and Landlord will be entitled to receive such Monthly Rent and other amounts from Tenant on each such day. Alternatively, at the option of Landlord, in the event this Lease is so terminated, Landlord will be entitled to recover against Tenant as damages for loss of the bargain and not as a penalty:

- (a) The worth at the time of award of the unpaid Rent that had been earned at the time of termination;
- (b) The worth at the time of award of the amount by which the unpaid Rent that would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;
- (c) The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term of this Lease (had the same not been so terminated by Landlord) after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided;
- (d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The worth at the time of award of the amounts referred to in clauses (a) and (b) above is computed by adding interest at the per annum interest rate described in Section 28.27 on the date on which this Lease is terminated from the date of termination until the time of the award. The worth at the time of award of the amount referred to in clause c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of New York, New York, at the time of award plus 1%.



**26.4 Cumulative Remedies.** Any suit or suits for the recovery of the amounts and damages set forth in this Lease may be brought by Landlord, from time to time, at Landlords election, and nothing in this Lease will be deemed to require Landlord to await the date upon which this Lease or the Term would have expired had there occurred no event of default. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or now or after the Lease Date existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or any one or more of the rights or remedies provided for in this Lease now or after the Lease Date existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or after the Lease Date existing at law or in equity or by statute or otherwise. All costs incurred by Landlord in collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys fees from the date any such matter is turned over to any attorney, whether or not one or more actions are commenced by Landlord, will also be recoverable by Landlord from Tenant.

**26.5 Waiver of Redemption.** Tenant waives any right of redemption arising as a result of Landlords exercise of its remedies under this Article 26.5.

## **27 NOTICE BY LESSEE OF INTENT TO RENEW**

**27.1 Tenant** shall provide written notice of his intent to renew 180 days or more prior to the expiration of the lease. If no notice is received it shall be assumed that the lease will expire as per the last day herein. If Tenant fails to provide timely notice, Landlord shall (180 days prior to the expiration of the lease) then have the right to post signage on the property advertising the availability of the space for lease to future prospective tenants and to show the property to said prospects with reasonable notice.

## **28 MISCELLANEOUS**

**28.1 No Offer.** Submission of the Lease to Tenant is for examination and shall not bind Landlord in any manner. No lease or obligations of Landlord shall arise until this instrument is signed by both Landlord and Tenant and delivery is made to each; provided, however, the execution and delivery by Tenant of this Lease to Landlord or Landlords agent shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions herein contained, which offer may not be withdrawn or revoked for 15 days after such execution and delivery.

**28.2 Joint and Several Liability.** If Tenant is composed of more than one signatory to this Lease, each signatory will be jointly and severally liable with each other signatory for payment and performance according to this Lease. The act of, written notice to, written notice from, refund to, or signature of any signatory to this Lease (including without limitation modifications of this Lease made by fewer than all such signatories) will bind every other signatory as though every other signatory had so acted, or received or given the written notice or refund, or signed.

**28.3 No Construction Against Drafting Party.** Landlord and Tenant acknowledge that each of them and their counsel have had an opportunity to review this Lease and that this Lease will not be construed against Landlord merely because Landlord has prepared it.

**28.4 Time of the Essence.** Time is of the essence of each and every provision of this Lease.

**28.5 No Recordation.** Tenant's recordation of this Lease or any memorandum or short form of it will be void and an event of default under this Lease. Tenant shall, at the request of Landlord, execute a short-form lease and have it properly acknowledged for the purpose of recording. The cost of recording such short-form lease shall be borne by Landlord.

**28.6 No Waiver.** No waiver by Landlord of any agreement, condition or provision contained in this Lease will be valid or binding unless expressed in writing and signed by Landlord. The waiver by Landlord of any agreement,

condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of Rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition, or provision of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

**28.7 Limitation on Recourse.** Tenant specifically agrees to look solely to Landlord's interest in the Project for the recovery of any judgments from Landlord. It is agreed that Landlord (and its agents, shareholders, venturers, and partners, and their shareholders, venturers, and partners and all of their officers, directors, and employees) will not be personally liable for any such judgments.

**28.8 Estoppel Certificates.** At any time and from time to time but within 5 days after prior written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord or such other person as Landlord shall direct, promptly upon request, a certificate certifying (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification; (b) the date, if any, to which Rent and other sums payable under this Lease have been paid; (c) that no written notice of any default has been delivered to Landlord which default has not been cured, except as to defaults specified in said certificate; (d) that the Tenant has no knowledge of and that there is no event of default under this Lease or an event which, with notice or the passage of time, or both, would result in an event of default under this Lease, except for defaults specified in said certificate; and (e) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser or existing or prospective mortgagee or beneficiary under any deed of trust of the Building or any part of the Project. Tenant's failure to deliver such a certificate within such time will be conclusive evidence of the matters set forth in it, and such failure shall be an event of default.

**28.9 Attorneys Fees.** If Landlord and Tenant litigate any provision of this Lease or the subject matter of this Lease, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys fees and court costs, incurred by the successful litigant at trial and on any appeal. If, without fault, either Landlord or Tenant is made a party to any litigation instituted by or against the other, the other will indemnify the faultless one against all loss, liability, and expense, including reasonable attorneys' fees and court costs, incurred by it in connection with such litigation.

**28.10 No Merger.** The voluntary or other surrender of this Lease by Tenant or the cancellation of this Lease by mutual agreement of Tenant and Landlord or the termination of this Lease on account of Tenant's default will not work a merger, and will, at Landlord's option (a) terminate all or any subleases and sub-tenancies or (b) operate as an assignment to Landlord of all or any subleases or sub-tenancies. Landlord's option under Section 28.10 will be exercised by written notice to Tenant and all known subleases or subtenants in the Premises or any part of the Premises.

**28.11 Holding Over.** Tenant will have no right to remain in possession of all or any part of the Premises after the expiration of the Term and Landlord may, at its option, re-enter and take possession of the Premises, reserving its rights to collect damages sustained by reason of Tenant's unlawful retention of possession of the Premises or any part thereof. If Tenant remains in possession of all or any part of the Premises after the expiration of the Term, with the express written consent of Landlord: (a) such tenancy will be deemed to be a periodic tenancy from month-to-month only; (b) such tenancy will not constitute a renewal or extension of this Lease for any further term; and (c) such tenancy may be terminated by Landlord upon the earlier of 30 days' prior written notice or the earliest date permitted by law. In such event, Monthly Rent will be increased to an amount equal to 200% of the Monthly Rent payable during the last month of the Term, and any other sums due under this Lease will be payable

in the amount and at the times specified in this Lease. During such month-to-month tenancy, Tenant will observe every other term, condition, and covenant contained in this Lease.

**28.12 Notices.** Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease must be in writing and will be deemed to have been given when personally delivered, sent by facsimile with delivery acknowledged by the sending machine, deposited with any nationally recognized overnight carrier that routinely issues receipts, or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at its address(es) set forth in Section 1.1. Either Landlord or Tenant may add additional addresses or change its address for purposes of receipt of any such communication by giving 10 days prior written notice of such change to the other party in the manner prescribed in this Section 28.12.

**28.13 Severability.** If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable a provision shall be deemed added as a part of this Lease as similar in terms two such illegal, invalid, or unenforceable provisions as may be possible and be legal, valid, and enforceable.

**28.14 Written Amendment Required.** No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant. Tenant agrees to make any modifications of the terms and provisions of this Lease required or requested by any lending institution providing financing for the Building, or Project, as the case may be, provided that no such modifications will materially adversely affect Tenants rights and obligations under this Lease.

**28.15 Entire Agreement.** This Lease, the exhibits and addenda, if any, contain the entire agreement between Landlord and Tenant. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or manner of operating the Premises, the Building, or the Project.

**28.16 Captions.** The captions of the various articles and sections of this Lease are for convenience only and do not necessarily define, limit, describe, or construe the contents of such articles or sections.

**28.17 Notice of Landlords Default.** In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice listing the reasons for Landlords default and Landlord will have 30 days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence action and proceed diligently to cure such alleged default. A copy of such notice to Landlord will be sent to any holder of a mortgage or other encumbrance on the Building or Project of which Tenant has been notified in writing, and any such holder will also have an additional like period to cure such alleged default.

**28.18 Authority.** Tenant and the party executing this Lease on behalf of Tenant represent to Landlord that such party is authorized to do so by requisite action of the board of directors or partners, as the case may be, and agree upon request to deliver to Landlord a resolution or similar document to that effect.

**28.19 Brokers.** Tenant represents and warrants that it has not consulted or negotiated with any broker, finder or agent with regard to the Premises except the broker, named in Section 1.1, if any. Tenant agrees to hold Landlord harmless and indemnify Landlord against all costs, expenses, attorneys fees, or other liability for commissions or other compensation or charges claimed by any broker, finder or agent claiming the same by, through or under Tenant and such indemnity shall survive the expiration or earlier termination of this Lease.

**28.20 Governing Law.** This Lease will be governed by and construed pursuant to the laws of the State of Florida and Broward County, Florida.

**28.21 INTENTIONALLY LEFT BLANK**

**28.22 No Easements for Air or Light.** Any diminution or shutting off of light, air, or view by any structure that may be erected on lands adjacent to the Building will in no way affect this Lease or impose any liability on Landlord.

**28.23 As Is.** Tenant accepts the premises in as is condition.

**28.24 Landlords Fees.** Whenever Tenant requests Landlord to take any action or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for all of Landlords reasonable costs incurred in reviewing the proposed action or consent, including without limitation reasonable attorneys, engineers or architects fees, within 10 days after Landlords delivery to Tenant of a statement of such costs. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action.

**28.25 Binding Effect.** The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.

**28.26 Terms.** The necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, or individuals, men or women, as the case may be, shall in all cases be assumed as though in each case fully expressed.

**28.27 Interest Rate.** The interest rate as referred to herein shall be eighteen percent (18%) per annum, unless otherwise stated herein

**28.28 Definition of Landlord.** All indemnities, covenants, and agreements of Tenant contained herein which inure to the benefit of Landlord shall be construed to also inure to the benefit of Landlord's beneficiaries and their partners, agents and employees and employees of their agents.

**28.29 Rights Cumulative.** All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

**28.30 Force Majeure.** When a period of time is herein prescribed for any action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of delays due to strikes, riots, acts of God, shortages of labor or materials, war, regulations or restrictions or any other causes of any kind whatsoever which are beyond the control of Landlord.

**28.31 Third Party Beneficiary.** It is specifically understood and agreed that no person shall be a third party beneficiary hereunder and that none of the provisions of this Lease shall be for the benefit of or be enforceable by anyone other than the parties hereto, and that only the parties hereto and their permitted assignees shall have rights hereunder.

**28.32 No Joint Venture.** Landlord and Tenant are not and shall not be deemed to be, for any purpose, partners or joint venturers with each other.

**28.33 Remedies.** If Tenant believes that Landlord has unreasonably withheld its consent in any instance in connection with this Lease, Tenants sole remedy will be to seek a declaratory judgment that Landlord has unreasonably withheld its consent or an order of specific performance or mandatory injunction in connection with Landlords agreement to give its consent, and Tenant shall not be entitled to make claim for, and hereby expressly waives, any claim for damages by reason of Landlord withholding its consent.

**28.34 WAIVER OF JURY TRIAL.** LANDLORD AND TENANT BY THIS SECTION 28.34 WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES TO THIS LEASE AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN

ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANTS USE OR OCCUPANCY OF THE PREMISES, OR ANY OTHER CLAIMS (EXCEPT CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE), AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY.

**28.35 RADON NOTIFICATION.** The following notification is provided pursuant to the requirements of FS 404.056:

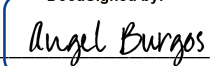
**RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**28.36 PRIOR AGREEMENTS:** Upon execution of this lease agreement, the prior lease signed by Infinite Abyss, LLC & Erynn Dalton-Torrenge on October 6<sup>th</sup>, 2014, amended on December 12<sup>th</sup>, 2014 to include Island City Stage, Inc as Co-Tenants, and extended with expansion to 2308 N Dixie Highway on October 1<sup>st</sup>, 2017 shall become **null and void**.

Landlord and Tenant have executed this Lease as of the day and year first above written.

Tenant: ISLAND CITY STAGE, INC.

Landlord: DIXIE HWY REALTY 1, LLC

By:   
Angel Burgos, President

BY:   
BARRY MINOFF, Managing Member

Attest/Witness: \_\_\_\_\_

Attest/Witness: \_\_\_\_\_

EXHIBIT A

**RULES AND REGULATIONS:**

1. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Building, any persons occupying, using, or entering the Building, or any equipment, furnishings, or contents of the Building, and Tenant will comply with Landlord's reasonable requirements relative to such systems and procedures.
2. The sidewalks, passages, exits, entrances, and stairways of the Building will not be obstructed by any tenants or used by any of them for any purpose other than for ingress to and egress from their respective Premises. The halls, passages, exits, entrances, and stairways are not for the general public, and Landlord will in all cases retain the right to control and prevent access to such halls, passages, exits, entrances, and stairways of all persons whose presence in the judgment of Landlord and would be prejudicial to the safety, character, reputation, and interests of the Building and its tenants, provided that nothing contained in these rules and regulations will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities.
3. No sign, placard, picture, name, advertisement, or written notice visible from the exterior of Tenant's Premises will be inscribed, painted, affixed, or otherwise displayed by Tenant on any part of the Building or the Premises without the prior written consent of Landlord. Landlord will adopt and furnish to Tenant general guidelines relating to signs inside Building. Tenant agrees to conform to such guidelines. All approved signs or lettering on doors will be printed, painted, affixed, or inscribed at the expense of the Tenant by a person approved by Landlord. Temporary signage (example: Banners) shall remain no longer than (6) Six months from Lease Commencement Date. In the event of the violation of signage rules by Tenant, Landlord may remove the violating items without any liability, and may charge the expense incurred by such removal to the tenant or tenants violating this rule.
4. The toilet rooms, toilets, urinals, wash bowls and other plumbing fixtures will not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or any foreign substances will be thrown in such plumbing fixtures. All damages resulting from any misuse of the fixtures will be borne by the tenant who, or whose servants, employees, agents, visitors, or licensees, caused the same.
5. No tenant will alter, change, replace, or re-key any lock or install a new lock or a knocker on any door of the Premises. Landlord, its agents, or employees will retain a pass (master) key to all door locks on the Premises. Any new door locks required by Tenant or any change in keying of existing locks will be installed or changed by Landlord following tenant's written request to Landlord and will be at Tenant's expense. All new locks and re-keyed locks will remain operable by Landlord's pass (master) key. Landlord will furnish each tenant, free of charge, with two (2) keys to each suite entry door lock on the Premises. Landlord will have the right to collect a reasonable charge for additional keys and cards requested by any tenant. Each tenant, upon termination of its tenancy, will deliver to Landlord all keys and access cards for the Premises and Building that have been furnished to such tenant.
6. No tenant will use or keep in the Premises or the Building any kerosene, gasoline, or inflammable or combustible or explosive fluid or material or chemical substance other than limited quantities of such materials or substances reasonably necessary for the operation or maintenance of office equipment or limited quantities of cleaning fluids and solvents required in tenant's normal operations in the Premises, which shall be stored in accordance with applicable law. Without Landlord's prior written approval, no tenant will use any method of heating or air conditioning other than that supplied by Landlord. No tenant will use or keep or permit to be used or kept any foul or noxious gas or substance in the Premises.

7. Tenants shall not, prior to or during the Term, either directly or indirectly, employ or permit the employment of any contractor, mover, mechanic or laborer, or permit any materials in the Premises, if the use of such contractor, mover, mechanic or laborer or such materials would, in Landlords opinion, create any difficulty, strike or jurisdictional dispute with other contractors, movers, mechanics or laborers engaged by Landlord, tenants, or others, or would in any way disturb the construction, maintenance, cleaning, repair, management, security or operation of the Building, Project or any part thereof. Any tenant, upon demand by Landlord, shall call all contractors, movers, mechanics, laborers or materials causing such interference, difficulty or conflict to leave or be removed from the Project immediately.
8. Landlord will have the right to prohibit any advertising by Tenant mentioning the Building that, in Landlord's reasonable opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, tenant will refrain from or discontinue such advertising.
9. Tenant will not bring any animals or birds (excluding service animals or other protected by law) into the Building, and will not permit bicycles or other vehicles inside or on the sidewalks outside the Building except in areas designated from time to time by Landlord for such purposes.
10. No material will be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage without being in violation of any law or ordinance governing such disposal.
11. The requirements of the tenants will be attended to only upon application by written, personal, or telephone notice to Landlord. Employees of Landlord or Landlords agent will not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.
12. Tenant will see that the doors of the Premises are closed and locked and that all water faucets, water apparatus, and utilities are shut off before Tenant or Tenant's employees leave the Premises, so as to prevent waste or damage, and for any failure to comply or carelessness in this regard Tenant will make good all injuries sustained by Landlord.
13. Tenant will not conduct itself in any manner that is inconsistent with the character of the Building as a first quality building.
14. No act or thing done or omitted to be done by Landlord or Landlords agent during the term of the Lease in connection with the enforcement of these rules and regulations will constitute an eviction by Landlord of any tenant nor will it be deemed an acceptance of surrender of the Premises by any tenant, and no agreement to accept such termination or surrender will be valid unless in a writing signed by Landlord. The delivery of keys to any employee or agent of Landlord will not operate as a termination of the Lease or a surrender of the Premises unless such delivery of keys is done in connection with a written instrument executed by Landlord approving the termination or surrender.
15. Neither Tenant, nor any of its sub-lessees or permitted assigns, nor any agents or employees of Tenant or its sub-lessees or permitted assigns, nor other person or entity will under any circumstances all entry onto the Premises by (i) any inmates of any prison or other correctional facility, (ii) any in-patients of any psychiatric facility, (iii) any person who is physically restrained (e.g., by handcuffs, shackles, strait jackets or under guard) at the time he or she enters the Premises, or (iv) any other person who is in the custody of any governmental authority.
16. In these rules and regulations, the term tenant includes the employees, agents, invitees, and licensees of Tenant and others permitted by Tenant to use or occupy the Premises.

17. Landlord may waive any one or more of these rules and regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord will be construed as a waiver of such rules and regulations in favor of any other tenant or tenants, nor prevent Landlord from enforcing any such rules and regulations against any or all of the tenants of the Building after such waiver.
18. These rules and regulations are in addition to, and will not be construed to modify or amend, in whole or in part, the terms, covenants, agreements, and conditions of the Lease.



EXHIBIT B

COMMENCEMENT DATE AND ESTOPPEL CERTIFICATE

This Commencement Date and Estoppel Certificate are entered into by Landlord and Tenant pursuant to Section 3.1 of the Lease.

1. DEFINITIONS. In this certificate the following terms have the meanings given to them:
  - (a) Landlord: Dixie Hwy Realty 1, LLC
  - (b) Tenant: Island City Stage, Inc.
  - (c) Lease: Lease dated \_\_October 1<sup>st</sup>, 2019\_\_ between Landlord and Tenant.
  - (d) Premises: 2304 N Dixie Highway, Wilton Manors, FL 33305
  - (e) Building Address: 2304 N. Dixie Hwy., Wilton Manors, FL 33305
2. Landlord and Tenant confirm that the Commencement Date of the Lease is \_October 1, 2019\_ and the Expiration Date is \_September 30<sup>th</sup>, 2022\_, unless extended as per Lease.
3. Tenant has accepted possession of the Premises as provided in the Lease.
4. All terms and conditions to be performed by Landlord under the Lease have been satisfied and on this date there are no existing defenses or offsets which Tenant has against the full enforcement of the Lease by Landlord.
5. The Lease is in full force and effect and has not been modified, altered, or amended.
6. There are no setoffs or credits against Rent, and no Security Deposit or prepaid Rent has been paid except as provided by the Lease.

Landlord and Tenant have executed this Commencement Date and Estoppel Certificate as of the dates set forth below.

Tenant: ISLAND CITY STAGE, INC.

DocuSigned by:  
 By: Angel Burgos  
 Angel Burgos, President

Attest/Witness: \_\_\_\_\_

Landlord: DIXIE HWY REALTY 1, LLC

DocuSigned by:  
 BY: Barry Minoff  
 BARRY MINOFF, Managing Member

Attest/Witness: \_\_\_\_\_