

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (this "Lease") is made by and between Bushwood Land Development, LLC (f/k/a Bushwood Entertainment, LLC), a Florida limited liability company (the "Landlord") and Rachel B. Donovan D.M.D., PA, a Florida professional association (the "Tenant") as of the date of last execution hereof by Landlord or Tenant (the "Effective Date").

ARTICLE I
BASIC LEASE PROVISIONS
ENUMERATION OF EXHIBITS

Section 1.01. Basic Lease Provisions.

- (A) COMMENCEMENT DATE: January 1, 2022
- (B) LANDLORD: Bushwood Land Development, LLC
- (C) ADDRESS OF LANDLORD: 13690 Brynwood Lane, Fort Myers FL 33912
- (D) TENANT: Rachel B. Donovan D.M.D., PA
- (E) ADDRESS OF TENANT: 5248 Red Cedar Drive, Ste. 101, Fort Myers, FL

- (F) PREMISES: (Section 2.01.): Unit 101 of Landlord's building (the "Building") located at 5248 Red Cedar Drive, Fort Myers, FL 33907, shown on the drawing attached hereto as Exhibit A. The Building is located on Landlord's property described on Exhibit C ("Landlord's Property").

- (G) [Intentionally Deleted].

- (H) LEASE TERM (Section 2.02.): It is hereby understood and acknowledged that Tenant has been occupying the Premises under a verbal lease since the Commencement Date in accordance with the terms and conditions stated herein. Landlord and Tenant desire to memorialize in writing the terms of the lease and recognize that the Lease Term commenced on the Commencement Date, and will continue for a period of twenty-eight (28) months. Landlord and Tenant intend that the entire Lease Term be governed by the terms and conditions set forth in this Lease Agreement as of January 1, 2022.

- (I) FIXED MINIMUM RENT (Section 3.01.): The Fixed Minimum Rent is initially \$25.31 per rentable square foot of the Premises, which is stipulated to be 1907 rentable square feet. Such rentable square footage calculation has been made based upon Standard Z65.1-1996 published by the Building Owners and Managers Association (BOMA) International Standard Method for Measuring Floor Area. On May 1st of each calendar year during the term of this Lease, including May 1st of each calendar year during any renewal term, the Fixed Minimum Rent will be increased by three percent (3%) as more particularly set forth below.

Annual Fixed Minimum Rent Summary:

Based on 1907 square feet of rentable sq. ft. initially at \$25.31 per square foot with a 3% annual escalation.

	<u>Months</u>	<u>Per Rentable Square Foot</u>	<u>Monthly Amount</u>	<u>Yearly Amount</u>
Commencement Date – 4/30/22:	01 – 04	\$ <u>25.31</u>	\$ <u>4,021.74</u>	\$ <u>48,260.90</u>
5/01/22 – 4/30/23:	05 – 16	\$ <u>26.07</u>	\$ <u>4,142.39</u>	\$ <u>49,708.73</u>
5/01/23 – 4/30/24:	17 – 28	\$ <u>26.85</u>	\$ <u>4,021.74</u>	\$ <u>51,199.99</u>

Payments Due Upon Execution of Lease:

First Month's Rent: \$N/A
First Month's CAM: \$N/A
Last Month's Rent: \$N/A
Security Deposit: \$N/A
Total: \$N/A

RB (Tenant Initial)
BF (Landlord Initial)

(J) RENT: The term "Rent" shall mean Fixed Minimum Rent, Additional Rent, all applicable sales and use tax, and any other monetary amounts due hereunder individually or in the aggregate.

(K) ~~GUARANTOR(S): The Guarantor of Tenant's obligations under this Lease is Rachel B. Donovan.~~

Section 1.02. Significance of a Basic Lease Provision and Conflicts. Each reference in this "Lease" to any of the Basic Lease Provisions contained in Section 1.01, of this Article shall be deemed and construed to incorporate all of the terms thereof. The Basic Lease Provisions shall be construed in connection with and limited by any such reference. If there is any conflict between the Basic Lease Provisions set forth in Section 1.01, and any other provision of this Lease, the latter shall control.

Section 1.03. Enumeration of Exhibits. The exhibits enumerated in this Section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease.

Exhibit A. Premises.

Exhibit B. Specifications and description Landlord's Work and Tenant's Work.

Exhibit C. Legal Description of Landlord's Property.

Exhibit D. Rules and Regulations.

Exhibit E. ~~Guaranty.~~

ARTICLE II DEMISE OF PREMISES AND QUIET ENJOYMENT

Section 2.01. Description and General Obligations. Landlord owns or controls Landlord's Property legally described on Exhibit C, together with the Building and improvements thereon (said Building or improvements are hereinafter sometimes referred to collectively as the "Building"). In consideration of the rents, covenants and agreements reserved and contained in this Lease, Landlord hereby leases and demises to Tenant and Tenant hereby leases from Landlord, that certain portion of the Building as depicted on Exhibit A attached hereto (the "Premises"), in order that Tenant shall operate its business thereon, subject only to the terms and conditions herein contained and all governmental or other regulations affecting the Premises.

Section 2.02. Term of Lease. This Lease shall be for an initial term of twenty-eight (28) months starting on the Commencement Date, unless the Lease Term is terminated earlier in accordance with the provisions of this Lease. If there is any renewal or extension of the Lease Term, then the defined term "Lease Term" shall include any renewal or extension of the initial Lease Term.

Section 2.03. Renewals. Tenant shall have three successive renewal options for additional terms of thirty-six (36) months each. The Tenant may only exercise the option by giving written notice to Landlord at least six (6) months but not more than nine (9) months prior to the expiration of the initial Lease Term. The Fixed Minimum Rent during every month of the Lease Term, including any renewal term, will be calculated as set forth under Section 1.01.(I) (Fixed Minimum Rent). All other terms of this Lease shall apply except that no additional renewals beyond that granted in this Lease will be granted by such renewal. Failure to provide the aforementioned notice at least six (6) months prior to the expiration of the Lease Term means that Tenant will vacate and Landlord, no more than ninety (90) days prior to the expiration of the initial term or any renewal term, will have the right to post signs in windows of the Premises for purposes of marketing, and to begin showing the Premises to new tenants.

Section 2.04. Commencement Date. The rights, duties and obligations of the parties under this Lease commenced on January 1, 2022 (the "Commencement Date").

Section 2.05. Quiet Enjoyment. Landlord covenants that Tenant, upon paying all Rent and other sums due hereunder from Tenant to Landlord, and performing and observing all of Tenant's obligations under this Lease, shall peacefully and quietly have, hold and enjoy the Premises and the appurtenances throughout the Lease Term without interference by the Landlord, subject, nevertheless, to the other terms and provisions of this Lease.

RB (Tenant initial)

BF (Landlord initial)

Section 2.06. Permitted Use. Tenant shall use and occupy the Premises solely for the purpose of a dental office and related administrative uses, and for no other purpose (the "Permitted Use"). Tenant may not change the use of the Premises without Landlord's prior written consent.

Section 2.07. Compliance with Laws and Regulations. Tenant shall, at Tenant's sole cost and expense, comply with all laws, statutes, ordinances, rules and regulations (including orders concerning environmental protection) of all federal, state, county, municipal, and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or its use of the Premises.

Section 2.08. Rules and Regulations. Landlord may establish and modify, from time to time, rules and regulations ("Rules and Regulations") applicable to Tenant, its employees, agents, contractors, customers, invitees and licensees and other tenants and occupants (and their employees, agents, contractors, customers, invitees and licensees) of the Building and/or Landlord's Property, and Tenant shall comply, and shall cause its employees, agents, contractors, customers, invitees and licensees to comply, with such Rules and Regulations at all times. The initial Rules and Regulations, if any, are attached as Exhibit D. Modifications and/or additions to the Rules and Regulations shall be binding on Tenant on the third (3rd) business day after it receives a copy of same.

Section 2.09. Landlord Not Liable; Demised Premises Condition. Landlord shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers or any other person in or about the Premises caused or resulting from fire, storm, electricity, gas, water or rain, which may leak or flow from or into part of the Premises, or from the breakage, leakage, obstruction or the defects of the pipes, sprinklers, wires, appliances, plumbing, air-conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or from other sources unless caused by Landlord's gross negligence or willful act.

ARTICLE III
RENT

Section 3.01. Fixed Minimum Rent. Beginning as of the Commencement Date (unless a different date is specifically stated in Section 2.04, herein), during the entire Lease Term Tenant covenants and agrees to pay to Landlord, in lawful money of the United States, without any prior demand, the Fixed Minimum Rent as provided in Section 1.01.(I) ("Fixed Minimum Rent"). The payment of Rent by Tenant to Landlord shall be made in advance on the first (1st) day of each calendar month during the Lease Term hereof. Fixed Minimum Rent for any partial calendar month during the Lease Term shall be prorated on a per diem basis. All Rent and other payments shall be made by Tenant without notice, deduction or right of set off. If Landlord permits, Tenant may make all Rent payments via direct electronic deposit into an account designated by Landlord, in which case Tenant shall supply Landlord with all information necessary to establish such account. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

3.01.01. Annual Increase in Fixed Minimum Rent Amount. The Fixed Minimum Rent for the Premises shall increase annually as set forth in Section 1.01.

3.01.02. Security Deposit. Simultaneously with the execution of this Lease, Tenant will deposit with Landlord a Security Deposit in the amount of \$0.00. The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants and conditions of the Lease. Landlord may at its option apply the entire Security Deposit, or so much thereof as may be necessary, to compensate Landlord for any actual loss or damage sustained by Landlord due to Tenant's breach of any provision of this Lease. The use or retention of the Security Deposit by Landlord shall not prevent Landlord from exercising any other right or remedy provided for under this Lease or at law or in equity. Landlord shall return all remaining portions of the Security Deposit not used by the Landlord within ninety (90) days after the end of the Lease Term. Tenant may not assign or encumber its rights concerning the Security Deposit. Landlord and its successors or assigns will not be bound by any purported assignment or have any liability to any purported assignee.

 PBO (Tenant initial)
 BF (Landlord initial)

Section 3.02. **Additional Rent.** Tenant shall pay to the Landlord as "Additional Rent" all taxes, assessments, charges, costs, expenses, and reasonable common area maintenance costs paid by the Landlord and reimbursable by the Tenant in accordance with the provisions of this Lease. Tenant shall also pay all other sums of money or charges required to be paid by Tenant, which shall include but not be limited to: administrative fees, late submission fees, service charges, attorney's fees incurred by Landlord to enforce the provisions of this Lease, or interest charges on past due payments, all of which shall be payable as Additional Rent within the next installment of Fixed Minimum Rent or within ten (10) days after Tenant's receipt of invoice from Landlord, whichever occurs earlier.:

3.02.01. **Common Area Maintenance Costs.** Tenant shall pay, as Additional Rent, Tenant's Pro Rata Share of any common area maintenance costs ("CAM"). "Common area maintenance costs" or "CAM" shall mean all the total reasonable, actual and necessary, out-of-pocket (except Landlord may use its normal accrual method of accounting and except as otherwise stated below) costs and expenses (or any reserves for such costs and expenses) incurred in connection with the normal administration, operation, preventative and corrective maintenance and repair (including replacements when necessary) of the Building, and the Landlord's Property which are incurred by Landlord, the implementation and costs for which shall be at the reasonable discretion of Landlord or his designated agent, and whether paid to employees of Landlord or parties engaged by Landlord, including but not limited to: (i) all the personal property, ad valorem and real estate taxes, and currently due installments of assessments calculated over the maximum payment period (including without limitation currently due installments of sanitary sewer taxes, extraordinary or special assessments) levied, imposed or assessed upon or against the Building, and Landlord's Property, and all other improvements and betterments plus the full amount of any real property tax assessment that is directly attributable to improvements by Tenant to the Premises; (ii) the cost of insurance coverage (all in limits with deductibles selected by Landlord), including but not limited to, the cost of all fire, extended coverage, liability, workmen's compensation and other insurance coverage carried by Landlord on the Building and Landlord's Property and, if Tenant's approved Permitted Use or occupancy of the Premises shall cause any increase in the premiums for the insurance coverage of the Building and Landlord's Property, Tenant shall pay to Landlord, as Additional Rent, the entire increase in said premiums, and such payment shall be due with the next monthly Fixed Minimum Rent payment following Landlord's written notice specifying the amount of such increase; (iii) all costs and expenses incurred for landscaping; lighting and lighting fixtures; painting, including line painting; inspecting; maintenance, repair, and replacements; rental of machinery or equipment used in such maintenance; depreciation of maintenance equipment; management, management fees (if any), including a reasonable management fee (not to exceed market fees) if Landlord elects to provide its own management; administration; Building repairs and cleaning; janitorial service for Building common areas (however, the cost of janitorial service to Tenant's Premises shall be contracted for and payable directly by Tenant); exterior window cleaning (minimum of 4 times per year); property maintenance allocations; roof cleaning, roof inspections, bumpering, top coating and routine roof maintenance (including but not limited to the repair of any leaks that may from time to time exist); electricity for Common Areas; the cost of sanitary control and all water, sewer, electric and other utility services to tenants of the Building; pest control; removal of trash, rubbish, garbage and other refuse (hereinafter "trash"); Building security; heating and air conditioning maintenance, repairs, and replacement; the cost of personnel to implement such services (including social security, unemployment and disability insurance); (iv) the cost of all license, permit and inspection fees for improvements to the Building and/or Landlord's Property, auditor's or accounting fees for public accounting normally provided for the operation and maintenance of the Building, reasonable legal fees, costs and disbursements normally and actually incurred in connection with the operation, maintenance and repair of the Building and Landlord's Property (other than in connection with real estate tax proceedings and leasing activities of Landlord), fees for management services, the cost of any capital improvement or addition which improves the comfort or amenities available to tenants of the Building, any expenses levied against Landlord's Property relating to shared facilities, services, easements or the like, and costs which Landlord incurs due to the Tenant's failure to maintain the Premises as set forth in Section 5.03, below or which Landlord incurs for insurance required pursuant to Section 6.01, below for the Premises.

For purposes hereof, the term CAM excludes: (1) leasing commissions, costs, disbursements, and other expenses incurred for leasing, renovating, or improving space for tenants; (2) costs (including permit, license, and inspection fees) incurred in renovating, improving, decorating, painting, or redecorating vacant space or space for tenants; (3) Landlord's cost of electricity or other service sold to tenants for which Landlord is to be reimbursed as a charge over the rent and additional rent payable under the lease with that tenant; (4) except as otherwise set forth in this Lease, costs of a capital nature including capital improvements, capital repairs or replacements, capital equipment, and capital tools, as determined under generally accepted accounting principles consistently applied; (5) costs, fines or penalties incurred because the Landlord violated the terms of any lease or governmental rules; (6) interest on debt or amortization payments on mortgages or deeds of trust or any other debt for borrowed money; (7) items and services for which Tenant reimburses Landlord or pays third parties or that Landlord provides selectively to one or more tenants of the Building other than Tenant without reimbursement; (8) repairs or other work needed because of fire, windstorm, or other casualty insured against by Landlord to the extent Landlord's

DBD (Tenant initial)

BF (Landlord initial)

insurance covers it; (9) nonrecurring costs incurred to remedy structural defects in original construction materials or installations; and (10) except as otherwise provided herein, other expenses that under generally accepted accounting principles consistently applied that would not be considered normal maintenance, repair, management, operation expenses.

3.02.02. Charges for Excessive Use; Common Expense Reserve. Landlord may direct that trash intensive tenants and tenants with hazardous or medical waste within the Building arrange for the use of their own trash receptacle and removal service at said tenant's expense, or in the alternative, Landlord may assess a surcharge for said tenant's excess trash collection and removal service, any which will be due and payable as Additional Rent. Landlord may establish a common expense reserve to accumulate funds to cover the cost of future CAM expenditures, which shall be considered a CAM cost hereunder, including painting the Building exterior, resurfacing, seal coating and striping the parking area, roof replacement, and replacement of equipment and other common area property. If any of the aforementioned maintenance or repairs are made necessary by reason of Tenant's use and occupancy of the Premises in a manner inconsistent with the reasonable use and occupancy thereof, or the negligence of the Tenant, its agents, servants, employees and invitees, or by reason of alterations made by the Tenant, then and in any of such events such repairs shall be made by the Tenant at Tenant's own cost and expense. Such costs and common expense reserve set forth in this Section 3.02. will be paid monthly as indicated, unless Landlord elects to bill Tenant every other month or on a quarterly basis.

3.02.03. Pro Rata Share. For purposes of this Lease it is understood and agreed that Tenant's share of CAM costs, is based on the ratio of the actual rentable square footage of the Premises to the total rentable square footage area of the Building (12,432 square feet) expressed as a percentage. The stipulated rentable area of the Premises is 1,907 square feet. Therefore, Tenant's Premises contain fifteen percent (15%) of the total rentable square footage in the Building, and Tenant's pro rata share of Additional Rent, including CAM costs, 15% of the total amount due for such charges for the Building and Landlord's Property ("Tenant's Pro Rata Share").

The estimated CAM costs of the Premises for the calendar year 2022 is estimated to be \$7.81 per rentable square foot. Tenant acknowledges and understands certain components of the CAM, such as utilities, insurance and ad valorem real estate taxes, are outside the control of Landlord.

Section 3.03. Payment of CAM. Tenant shall pay Landlord, on a monthly basis, in addition to Fixed Minimum Rent, the monthly installment of estimated CAM as set forth by Landlord. Tenant's obligation to pay CAM, and all other Additional Rent shall commence on the Commencement Date of this Lease (unless a different date is specifically stated in Section 2.04. herein). By March 1 of each calendar year, Landlord shall deliver to Tenant a statement (the "Statement") of the actual CAM payable by Tenant for the prior year. Any further CAM amount due to Landlord shall be paid by Tenant, without prejudice to any written exception, within thirty (30) days following Landlord's delivery of said Statement. If the total CAM payment received by Landlord is greater than the actual CAM due for the same period, Tenant shall receive a credit in the amount of the overpayment against the next required payment of CAM. Should a credit be due Tenant at the termination of this Lease, Landlord shall remit payment to Tenant within thirty (30) days of the Statement issuance date. The actual CAM as determined by said Statement shall thereafter become the estimated CAM for the next calendar year.

Tenant shall have the right to audit, at Tenant's sole cost and expense, Landlord's records with respect to CAM charges and real estate taxes. In addition, Tenant shall have the right to review Landlord's books of account one (1) time each calendar year at any reasonable time during the Lease Term.

DBD (Tenant initial)
BF (Landlord initial)

Section 3.04. **Past Due Rent.** If Tenant fails to pay, when the same is due and payable, any Rent, including Additional Rent and other monetary amounts under this Lease, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of fifteen percent (15%) per annum, or the maximum rate allowed by law. Tenant shall in addition, pay as Additional Rent a late payment fee equal to five percent (5%) of the late payment for processing of late payments. Tenant will be responsible for any fees charged by Tenant's bank, including NSF charges and fees.

If any check given to Landlord for any payment under this Lease is dishonored for any reason whatsoever not attributable to Landlord, in addition to all other remedies available to Landlord, at Landlord's option, all future payments from Tenant shall be made by cashier's check drawn on a bank located in the county where the Premises are located or by Federal Reserve wire transfer to Landlord's account.

Section 3.05. **Surviving Obligations.** Tenant's obligation to pay any and all Rent, including Additional Rent and other monetary amounts under this Lease shall continue and shall cover all periods up to and through the expiration of the Lease Term. Tenant's obligation to pay any and all Rent under this Lease, and Landlord's and Tenant's obligation to make the adjustments set forth herein shall survive any expiration or earlier termination of this Lease.

ARTICLE IV
UTILITIES

Section 4.01. **Tenant Responsibilities.** Tenant shall make application for, obtain, pay for, and be solely responsible for all utilities required, used or consumed in or on the Premises, including, but not limited to, telephone, internet and communications systems, electricity, garbage collection services, or any similar service (herein sometimes collectively referred to as the "Utility Services"), including all connection fees related to such Utility Services. Landlord and Tenant hereby agree that Landlord shall not be liable for any interruptions or curtailment in Utility Services due to causes beyond its control.

Landlord shall provide water and sewer service to the Premises and Tenant shall reimburse Landlord for such service as Additional Rent. Tenant's use of such water and sewer shall not exceed the capacity of the equipment installed in or servicing the Premises. In the event Tenant's use or consumption of water and sewer in the Premises exceeds normal usage in relation to other tenants and/or normal office usage, Landlord reserves the right to charge Tenant separately for the excess use as reasonably determined by Landlord, based upon the cost of water and sewer to Landlord.

ARTICLE V
REPAIRS, MAINTENANCE, & ALTERATIONS
BUILD OUT OF PREMISES

Section 5.01. **Construction and Build Out of Premises.**

5.01.01. **Landlord's Work; Tenant Accepts Premises As-Is.** Except as expressly provided in this Lease, Tenant acknowledges and agrees that Landlord has not undertaken to perform any modification, alteration or improvements to the Premises, and Tenant further waives any defects in the Premises and acknowledges and accepts (1) the Premises as suitable for the purpose for which they are leased and (2) the Premises and Landlord's Property and every part and appurtenance thereof as being in good and satisfactory condition "AS IS." Upon the request of Landlord, Tenant shall deliver to Landlord a completed acceptance of premises memorandum in Landlord's prescribed form.

If Landlord is constructing improvements in the Premises, Landlord shall diligently undertake and complete, at its sole cost and responsibility, all Landlord's work in the Premises, if any, set forth in Exhibit B attached hereto (as further described below, the "Landlord's Work"). Landlord's Work shall not include the construction of any Tenant improvements necessary for Tenant's occupancy of the Premises in accordance with the Tenant's work provisions of Exhibit B and Section 5.01.02, below (all of which shall be provided by Tenant at its cost) (the "Tenant's Work"). Landlord, upon substantial completion of Landlord's Work, as described on Exhibit B annexed hereto shall tender possession to Tenant.

TBD (Tenant Initial)
BF (Landlord Initial)

When Landlord achieves substantial completion of Landlord's Work, and delivers possession of the Premises to Tenant, all of Landlord's Work shall be deemed "substantially complete" and "substantial completion" shall be deemed to have occurred, notwithstanding that certain elements of Landlord's Work have not been fully completed, provided that such items do not materially affect Tenant's access to and use of the Premises for the commencement and completion of the Tenant's Work. In the event any of Landlord's Work materially affects Tenant's access to and use of the Premises following Landlord's delivery, Tenant's sole remedy shall be a day-for-day postponement of the Commencement Date.

Landlord warrants and represents that the Premises and Landlord's Work described on Exhibit B are in good working condition as of the date Landlord substantially completes Landlord's Work and delivers possession of the Premises to Tenant and are in compliance with all governmental regulations and building codes, including the Americans with Disabilities Act. Notwithstanding the foregoing, Tenant's taking possession of the Premises shall be conclusive evidence as against Tenant that the Premises were in satisfactory condition when Tenant took possession and that the Premises are suitable for the intended use. Tenant acknowledges that it has inspected the Premises and hereby accepts the Premises "AS IS" with no representation or warranty by Landlord as to the condition of the Premises or their suitability for Tenant's proposed improvements thereto or use thereof or the condition of the Building.

5.01.02. Tenant's Work. If Tenant is making improvements to the Premises, Tenant's build out of the Premises will be as described and depicted on Exhibit "B" ("Tenant's Work"). Exhibit "B" also includes a budget for Tenant's build out. Promptly after Landlord tenders possession of the Premises to Tenant, Tenant shall commence and thereafter complete with due diligence Tenant's Work in accordance with Tenant's obligations set forth in Exhibit B and any Plans and Specifications (defined below).

(a) Prior to the commencement of Tenant's Work and prior to submission for a building permit, Tenant must submit to Landlord, for Landlord's prior written consent and approval: (a) a complete set of plans, specifications and working drawings, including mechanical and electrical drawings ("Plans and Specifications"), prepared in conformity with the requirements of applicable law, signed and sealed by a licensed architect or engineer and (b) the name of Tenant's proposed general contractor, together with a copy of the general contractor's license and proof of insurance.

(b) Tenant shall prepare and submit to Landlord, for Landlord's approval which shall not be unreasonably withheld, Plans and Specifications for Tenant's Work, which shall be in such detail as Landlord may reasonably require and shall include all improvements to be constructed by Tenant, any proposed storefront, signs, interior finishes and colors, lighting, fixtures, equipment, decorations, and materials proposed to be installed in or on the Premises. Such Plans and Specifications shall be submitted to Landlord within thirty (30) days after the Commencement Date. Within thirty (30) days after delivery, Landlord shall approve or notify Tenant in writing of any objections to the detailed Plans and Specifications. Tenant shall have ten (10) days after receipt of Landlord's written objections to the Plans and Specifications to revise same so as to satisfy any reasonable objections of Landlord. If the parties are unable, in good faith, to resolve any dispute as to the Plans and Specifications within said ten (10) day period, then Landlord shall have the right to accept Tenant's Plans and Specifications as previously submitted by Tenant, or to terminate this Lease upon written notice to Tenant, in which event all prepaid Rent and deposits shall be returned to Tenant and the parties shall be relieved of any further obligations or liabilities hereunder; provided, however, that in the event either party shall act in bad faith in connection with the preparation or approval of any Plans and Specifications, such party acting in bad faith shall be deemed to have breached its obligations under this Lease.

(c) In the alternative to Tenant obtaining Landlord's approval of Tenant's general contractor, Tenant may request that Landlord's general contractor responsible for performing the Landlord's Work perform Tenant's Work at Tenant's expense. During such time that Landlord's general contractor is performing the construction of Tenant's Work, if Tenant shall request any change or changes to the Plans and Specifications which are acceptable to Landlord, Landlord may agree to such changes provided that Tenant must pay to the Landlord the extra costs associated with such change or changes, plus a fee equal to fifteen percent (15 %) of said costs (collectively, the "Change Order Fee"). Such Change Order Fee shall be calculated and paid as follows: (i) at the time the change or changes are submitted to Landlord and Landlord determines that such change or changes are acceptable to Landlord but for cost increases, Landlord shall as soon as reasonably practicable determine an exact fixed price for such change or changes and shall notify Tenant of the Change Order Fee; (ii) if Tenant, after learning of the Change Order Fee for the change(s) still desires that such change(s), be made, it shall in writing notify Landlord of such fact and, within two (2) business days thereafter, pay to Landlord, in cash or by bank cashier's check, the amount of the Change Order Fee for such change or changes, whereupon the change(s) shall be finally incorporated into the Plans and Specifications. Once the Plans and Specifications are finalized and submitted to governmental authorities for applicable permits, Landlord shall not be required to consent to any change in the Plans and Specifications.

 D&D (Tenant initial)
 BF (Landlord initial)

(d) As soon as practicable Tenant shall commence and diligently proceed to complete Tenant's Work.

(e) Upon completion of Tenant's Work, Tenant shall obtain lien waivers from all contractors, subcontractors and suppliers, and at the request of Landlord, Tenant shall provide Landlord with copies of such lien waivers and with any other evidence reasonably required by and satisfactory to Landlord that Tenant's Work has been paid for. Tenant shall not be entitled to open for business until this provision has been complied with by Tenant.

Section 5.02. Installations and Alterations.

5.02.01. Alterations. Tenant shall not make any alteration in or to the Premises including, without limitation, Tenant's Work (collectively, the "Tenant's Alterations"), which alteration would (i) exceed the sum of \$7,500.00 in any one (1) calendar year, (ii) require the issuance of a permit, or (iii) include or involve any penetration or alteration to the floor or shell of the Premises, without the prior written consent of Landlord which consent shall not be unreasonably withheld. If Landlord gives its consent to the Tenant's Alterations, such work shall be done in accordance with such requirements and upon such conditions as Landlord, in its reasonable discretion, may impose. Tenant shall be responsible for obtaining any and all building permits or other authorizations required by any governmental authority in connection with Tenant's Alterations and Tenant's Alterations shall be performed in conformance with all controlling governmental authority and Landlord's Rules and Regulations. All of Tenant's Alterations shall be performed pursuant to properly and competently prepared plans and specifications, and by qualified, licensed and insured contractors and subcontractors all as approved by Landlord. Any review or approval by Landlord of any plans or specifications with respect to any alteration is solely for Landlord's benefit, and without any representation or warranty whatsoever to Tenant with respect to the adequacy, correctness or efficiency thereof or otherwise. Prior to commencement of Tenant's Alterations, Tenant shall: (i) provide to Landlord evidence of the insurance required to be obtained by Tenant's contractors and subcontractors; (ii) provide to Landlord an estimated construction schedule; (iii) provide to Landlord copies of any and all permits; and (iv) provide to Landlord for Landlord's approval, Tenant's proposed Notice of Commencement. Tenant agrees to perform and cause Tenant's contractor and subcontractors to perform all of Tenant's Alterations in a manner so as not to damage, delay, or interfere with any other portion of the Building or the use and occupancy of the Building by any other tenant or such tenant's customers, guests and employees. Landlord shall have the right to order Tenant to terminate any of Tenant's Alterations which were either not previously approved by Landlord (if Landlord's approval is required by the terms of this Lease) or for which Landlord has received a notice of violation from any governmental authority and, upon such notification (which notification may be orally), Tenant shall forthwith remove from the Premises all agents, employees, contractors and subcontractors of Tenant performing such work, until such time as Landlord shall have given its consent for the resumption of Tenant's Alterations, and Tenant shall have no claim for damages of any nature whatsoever against Landlord in connection therewith. Landlord further reserves the right to direct Tenant, its contractors and subcontractors to perform such portions of Tenant's Alterations that may interfere with other occupants and tenants use of the Building at such times as reasonably designated by Landlord. Tenant shall provide to Landlord a copy of any certificate of occupancy for the Premises within five (5) days of the receipt of the same. Tenant shall defend, indemnify and save harmless Landlord from and against any and all costs, expenses, damage, claims and liabilities (including reasonable attorneys' fees) incurred in connection with any of Tenant's Alterations or other act or omission of Tenant or Tenant's Representatives. Further, except with respect to Landlord's Work, Tenant shall be responsible for the payment, at Tenant's sole cost, of any and all impact fees, building permits, connection fees for any and all utilities, any and all assessments, special assessments, development fees, or other fees, charges and expenses that may be imposed by any governmental authorities arising from: (i) improvements on or alterations to the Premises; (ii) development of the Premises; or (iii) Tenant's use or occupancy of the Premises.

5.02.02. Trade Fixtures. All trade fixtures, approved signs, or other personal property installed in the Premises by Tenant shall remain the property of Tenant and may be removed at any time provided that Tenant is not in default hereunder. The term "trade fixtures" as used herein shall not include carpeting, floor coverings, attached shelving, lighting fixtures, wall coverings, or similar Tenant improvements which shall become the property of Landlord upon surrender of the Premises by Tenant for whatever reason.

Section 5.03. Maintenance by Tenant.

5.03.01. Subject to normal wear and tear, Tenant shall, at the sole cost and expense of Tenant, keep the Premises, including Tenant's Property (as hereinafter defined), neat, clean and in good order and condition: (i) as determined by Landlord in Landlord's sole reasonable discretion; and (ii) in accordance with applicable laws and all directions, rules and regulations of all governmental agencies having jurisdiction. Tenant shall give Landlord prompt notice of any damage to or defective condition

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in any part or appurtenance of the Premises, Tenant's Property, or the Building (including mechanical, electrical, plumbing, heating, ventilating, air conditioning and other equipment facilities and systems located within or serving the Building, hereinafter the "Building Systems"). Tenant, at its sole cost and expense, shall initiate and carry out a program of regular maintenance and repair, which program shall be determined at Tenant's sole and reasonable discretion, so as to impede deterioration and to keep the Premises in first class and working condition. Tenant shall be responsible for all repairs, replacements and alterations in and to the Premises and Tenant's property at Tenant's sole cost and expense. Tenant's repair, replacement, and maintenance obligations include, without limitation, the nonstructural interior portions of the Premises, exterior and interior portions of all doors and lock sets, door frames, and door checks, interior windows, plate and window glass, floor coverings, wall coverings, decorations, furniture, fixtures, equipment, and appliances and the electrical and mechanical systems not considered building standard that have been installed for the exclusive use and benefit of Tenant such as HVAC equipment serving the Premises, hot water heaters, electrical services for computers or similar items, and security or telephone systems for the Premises. Tenant shall also be responsible for an annual inspection and service (or replacement, as needed) of the fire extinguisher and fire extinguisher cabinets. Tenant shall, at Tenant's sole expense, repair any area within the Premises or the Building damaged by Tenant, Tenant's agents, employees or visitors, provided that Tenant obtains Landlord's prior approval with respect to the method and quality of such repair. Landlord or Landlord's agents shall have the right to enter the Premises at all reasonable times following written notice (except in an emergency) to examine the same. If Tenant shall not promptly and diligently make any repairs or perform its obligations under this Section 5.03, within seven (7) days after Landlord provides written notice (or such shorter notice, or no notice, as may be reasonable under the circumstances), Landlord may enter the Premises and perform any such obligations on Tenant's behalf, without liability on the part of Landlord for any loss or damage resulting from such action; and Tenant shall pay to Landlord upon demand any expense incurred by Landlord in taking such action, together with an administrative charge of fifteen percent (15%) of the amount expended.

5.03.02. **HVAC.** Notwithstanding any other provision to the contrary, Tenant, at its sole cost and expense shall maintain, repair, and replace the air conditioning (and heating) units(s) (including, without limitation, any condensation and drainage lines) serving the Premises in good condition and repair throughout the Lease Term. As part of its air conditioning (and heating) maintenance obligation, Tenant shall enter into an annual contract with an air conditioning (and heating) repair firm, fully licensed to repair air conditioning (and heating) units in the State of Florida, and such firm shall: (i) regularly service the air conditioning (and heating) unit(s) serving the Premises on a quarterly basis, changing belts, filters, and other parts as required; (ii) perform emergency and extraordinary repairs on the air conditioning (and heating) unit(s); and (iii) keep a detailed record of all services performed. Nothing stated herein shall limit Tenant's obligation to maintain the air conditioning (and heating) units(s) in good condition and repair throughout the Lease Term and Landlord shall cooperate with Tenant in submitting or reporting any warranty claims related to the HVAC initially installed at the Premises by Landlord. All replacements shall be of equal quality and class to the original items replaced. Tenant shall not commit or allow to be committed any waste on any portion of the Premises.

Section 5.04. **Signs.** Tenant will be allowed the following signage: (i) on the exterior pylon sign, tenant's name on an available slot per Landlord's direction (per standard color), (ii) on the main exterior (front) door of the Premises, and (iii) one sign on the front Eave or Gable on Landlord's Panel per Landlord's direction (per standard color). Tenant agrees to maintain any sign, decoration, lettering, or advertising matter used exclusively by Tenant in good condition and repair at all times. All Tenant signage visible from the exterior of the Building must be approved in writing by Landlord, in its sole discretion, prior to the installation and use of such signage. All approved Tenant signage will be installed and maintained at the sole expense of Tenant. In addition to the foregoing, no awnings, canopies, curtains, blinds, shades or screens, window tinting, decorations or other materials may be installed on, attached to, hung, or used in connection with any window or door visible from the exterior of the Building without the prior written approval of Landlord.

Section 5.05. **Tenant Must Discharge All Liens.** Tenant shall defend, indemnify and save harmless Landlord from and against any and all mechanics' and other liens and encumbrances filed by any person claiming through or under Tenant, including security interests in any materials, fixtures, equipment or any other improvements or appurtenances installed in and constituting part of the Premises and against all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. Tenant will not create or permit to be created or to remain, and will discharge, any lien (including, but not limited to, the liens of mechanics, laborers or materialmen for work or materials alleged to be done or furnished by Tenant in connection with the Premises), encumbrance or other charge upon the Premises or any part thereof, provided, that Tenant will not be required to discharge any such liens, encumbrances or charges as may be placed upon the Premises by the act of Landlord. In the event that a claim of lien is filed against the Premises, Building or Landlord's Property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or shall transfer the same to security, within fifteen (15) days from the date of written notification from Landlord of the filing of a

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claim of lien. In the event that Tenant fails to satisfy or transfer such claim within said fifteen (15) day period, Landlord may do so and thereafter charge Tenant, as Additional Rent, all costs incurred by Landlord in connection with satisfaction or transfer of such claim, including all its attorneys' fees. Further, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any damage or loss incurred by Landlord as a result of any such claims of lien. If so requested by Landlord, Tenant shall execute a short form or memorandum of this Lease, which may, in Landlord's discretion be recorded in the Public Records for the purpose of protecting Landlord's estate from claims of lien, as provided in Florida Statutes. This Section shall survive the expiration of the Lease Term or the earlier termination of this Lease.

Section 5.06. Surrender of Premises; Electrical Inspection. At the termination of this Lease, Tenant shall surrender the Premises in the same condition (subject to the removals hereinafter required or allowed) as the Premises were on the date the Tenant opened the Premises for business to the public, reasonable wear and tear and loss due to insured casualty excepted, and shall deliver all keys to Landlord. Tenant shall return all electrical wiring for servicing of the Premises to a level which meets the codes and standards of all applicable governmental entities at the termination of the Lease Term. An inspection will be performed by a licensed commercial electrician selected by Landlord at the end of the Lease Term to determine if said electrical wiring is in compliance with all applicable codes and standards. If said wiring is in compliance, the cost of the electrical inspection shall be at Landlord's expense. If, however, the inspection reveals any non-compliance, then Tenant shall pay for the inspection and all work (to be performed by Landlord) necessary to bring the electrical facilities into compliance with all applicable codes and standards.

Section 5.07. Complex/Building Safety. Landlord may, but has no obligation to, provide exterior video monitoring consistent with such service in comparable complexes, at Landlord's sole discretion. Although Landlord may provide such video monitoring notwithstanding anything to the contrary contained in this Lease, Landlord shall not be liable for, and Tenant hereby expressly releases Landlord from any and all liability or responsibility for any damage either to person or property sustained by Tenant, its employees, agents, guests, customers, contractors, invitees, or any other person in or about the Premises, caused by or resulting from theft, vandalism, criminal activity, or acts of terrorism, or arising, related to such video monitoring or the decision to suspend such monitoring regardless of whether the cause of the injury, loss or damage arises out of Landlord's or its employee or agents' acts or omissions. Tenant, as a material part of the consideration to Landlord hereunder, hereby assumes all risk arising from such cause, and Tenant hereby waives, to the fullest extent permitted by law, all claims in respect thereof against Landlord, its agents, and employees. Subject to the Tenant Alterations provision of Section 5.02 of this Lease, Tenant may, at its own expense, install its own security system ("Tenant's Security System") in the Premises; provided, however, that Tenant shall coordinate the installation and operation of Tenant's Security System with Landlord. Tenant shall be solely responsible, at Tenant's sole cost and expense, for the monitoring, operation and removal of Tenant's Security System, assuming such removal can be done without damage to the Premises.

Section 5.08. Maintenance by Landlord. Landlord shall keep the exterior supporting walls, the foundations, roof, all structural elements and common areas of the Premises in good repair, including awnings and canopies, subject to the Additional Rent provisions hereof, including without limitation those concerning Tenant's payment of its Pro Rata Share of CAM costs. Tenant covenants to advise Landlord, in writing, immediately, of any damage to the Premises or of any defect or repairs required to be made by Landlord. Except as may be covered by insurance in accordance with this Lease, Landlord shall not be liable for any damage or loss arising from the bursting, overflowing, or leaking of the roof or of water, sprinkler, sewer, or steam pipes, or for malfunctioning heating, air conditioning or plumbing fixtures or from electric wire or fixtures or arising from any other cause whatsoever. If at any time the Building undergoes renovation and change, Tenant shall use its best efforts to facilitate the Landlord's and other tenant's activities and work provided that it does not unreasonably interfere with Tenant's use of the Premises. Tenant waives the provisions of any law, or any right Tenant may have under common law, permitting Tenant to make repairs at Landlord's expense or to withhold Rent or terminate this Lease based on any alleged failure of Landlord to make repairs.

Section 5.09. Hazardous Substances. Tenant hereby covenants and agrees that it shall not improperly store or discharge any Hazardous Substances, as determined by local, state, or federal law, on, in or under the Premises or the Landlord's Property.

**ARTICLE VI
INSURANCE**

Section 6.01. Tenant's Coverage. Tenant shall, before the date on which Tenant first enters the Premises to perform Tenant's Work or for any other purpose, obtain and keep in full force and effect at all times thereafter the following insurance coverage's relating to the Premises. The insurance policies described below shall name Landlord and Landlord's directors, officers, partners,

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agents, employees, and managing agent as additional insured's as their interests may appear and shall provide that they may not be terminated or modified in any way that would materially decrease the protection afforded Landlord under this Lease without thirty (30) days' advance notice to Landlord. The minimum limits of insurance specified in this Section shall in no way limit or diminish Tenant's liability under this Lease. Tenant shall furnish to Landlord, not less than fifteen (15) days prior to the date the insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of each policy, true and correct photocopies of all insurance policies required under this Section, together with any amendments and endorsements to the policies, evidence of insurance (on ACORD 27 or other form acceptable to Landlord), and such other evidence of coverages as Landlord may reasonably request, and evidence of payment of all premiums and other expenses owed in connection with the policies. On Tenant's default in obtaining or delivering certificates of any required insurance, or Tenant's failure to pay the charges for any required insurance, such failure shall not operate to delay the Effective Date, Commencement Date, or delivery of the Premises to Tenant but shall constitute a material default hereunder, and Landlord may, in addition to any other remedies available hereunder in the event of default, at its option: (1) on or after the tenth (10th) day after notice is given to Tenant, procure or pay the charges for the insurance and the total cost and expense (including attorneys' fees) incurred shall be immediately paid by Tenant to Landlord as Additional Rent on delivery of a bill from Landlord, together with an administrative charge of fifteen percent (15%) of the amount expended, and/or (2) assess against Tenant's account, as liquidated damages and not as a penalty, Five Hundred Dollars (\$500.00) per day, payable by Tenant as Additional Rent, for each day that such failure to deliver required certificates to Landlord continues. Any minimum amount of coverage specified in this Section shall be subject to increase at any time, and from time to time, after commencement of the third (3rd) full year of the Lease Term, if Landlord shall reasonably determine that an increase is necessary for adequate protection. Within thirty (30) days after demand by Landlord that the minimum amount of any coverage be increased, Tenant shall furnish Landlord with evidence of the increased coverage.

6.01.01. Tenant Liability Insurance. Tenant shall maintain comprehensive general liability insurance with regard to the Premises for personal injury, death or property damage occurring upon, in or about the Premises, in an amount up to \$1,000,000.

6.01.02. Tenant Property Insurance. Tenant shall at all times during the Lease Term hereof and at its sole cost and expense, keep all fixtures, equipment and other personal property located on or within the Premises insured by such insurance companies and in such amounts as are reasonably acceptable to Landlord against loss or damage by fire and against loss or damage by other risks now or hereafter embraced by broad form "extended coverage."

6.01.03. Waiver of Subrogation. All insurance policies carried by Tenant shall, to the extent obtainable as hereinafter set forth, expressly waive any right of subrogation on the part of the insurer against Landlord.

6.01.04. Insurance Generally. All insurance required to be carried by Tenant hereunder shall be issued by companies, on forms and with loss payable clauses, including, but not limited to, the New York form standard mortgagee clause, satisfactory to Landlord and original or certified copies of policies of such insurance or, at the Landlord's option, certificates evidencing such insurance shall be delivered annually by February 1st to Landlord by Tenant. No such policy shall be cancelable except after thirty (30) days written notice to Landlord. Landlord will not unreasonably decline to accept Tenant's insurance.

6.01.05. Indemnity. Tenant will indemnify and defend Landlord and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, tenants or concessionaires unless same is due to the gross negligence or willful misconduct of Landlord, its agents, contractors, employees, servants, tenants or concessionaires in which event Tenant shall not indemnify and save Landlord harmless or be responsible for said claims, actions, damages, liabilities or expenses.

Section 6.02. Landlord's Coverage.

6.02.01. Public Liability and Property Damage. Landlord shall maintain comprehensive general liability insurance with regard to the Premises for personal injury, death or property damage occurring upon, in or about the Premises, the Building and the Landlord's Property, in such amount as Landlord deems appropriate, for the exclusive protection of Landlord. The Building may be included in a blanket policy (in which case, the cost of such insurance allocable to the Building will be determined by Landlord based upon the insurer's cost calculations).

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6.02.02. Real and Personal Property of Landlord. Landlord shall maintain insurance covering the Building and related improvements and facilities owned by Landlord in such amounts as Landlord deems appropriate (excluding any tenant improvements), providing protection against perils included within the standard Florida form of fire and extended coverage insurance policy, together with insurance against sprinkler damage (if sprinkler systems are installed), vandalism and malicious mischief, and such other property risks as Landlord may from time to time determine.

6.02.03. No Tenants' Rights. Tenants shall have no rights in any policy or policies maintained by Landlord and shall not, by reason of payment by Tenant, of the Landlord's premium for such insurance be entitled to be a named insured thereunder or be entitled to receive any proceeds thereunder.

Section 6.03. Tenant's Liability for Acts Affecting Landlord's Insurance. Tenant shall not stock, use, sell or permit or suffer to be stocked, used or sold, any article or merchandise or do anything in or about the Premises, Building or Landlord's Property which may be prohibited by or violate any of Landlord's insurance policies or rules and regulations of the Fire Insurance Rating Organization having jurisdiction (or any similar body), or which will increase any insurance rates and premiums on the Premises. If, as a result of Tenant's actions or omissions, the insurance rates applicable to any policies of insurance carried by Landlord covering the Premises shall be increased, Tenant agrees to pay Landlord, within ten (10) days after Landlord's written demand therefor, the entire portion of the premiums for said insurance which shall be attributable to Tenant's use of and activities upon and within the Premises. If any such insurance carried by Landlord shall be cancelled by the insurance carrier, or if any claim for loss or damage is denied by Landlord's insurance carrier as a result of any of the aforementioned acts or omissions of Tenant or anyone claiming by, through or under Tenant, Tenant agrees to indemnify and hold Landlord harmless from all damages, costs and expenses which Landlord may sustain by reason thereof.

ARTICLE VII
CONDEMNATION; CASUALTY DAMAGE

Section 7.01. Condemnation. If the whole of the Premises, or so much thereof as to render the balance unusable by Tenant, shall be taken under power of eminent domain, or otherwise transferred in lieu thereof, or if any part of the Premises is taken and its continued operation is not, in Tenant's reasonable opinion, economical, this Lease shall automatically terminate as of the date possession is taken by the condemning authority. In the event of a partial taking which does not result in the termination of this Lease, Rent shall be apportioned according to the part of the Premises remaining usable by Tenant.

Section 7.02. Condemnation Award. All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Premises, Building or Landlord's Property, shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Premises or otherwise; provided, however, that Landlord shall not be entitled to any award specifically made to Tenant for the taking of Tenant's trade fixtures, furniture or leasehold improvements to the extent of the cost to Tenant of said improvements, (depreciated in accordance with generally accepted accounting standards) or for damages to Tenant's business.

Section 7.03. Casualty Damage.

7.03.01. Notice of Destruction. If the Premises should be damaged by fire, the elements, unavoidable accident or other casualty to the extent that the Premises are totally or partially inaccessible or unusable by Tenant, Tenant shall give written notice thereof to Landlord. Landlord shall thereafter, within thirty (30) days after receipt of written notice of such damage, notify Tenant of the amount of time Landlord estimates it will take to repair such damage ("Landlord's Estimate").

7.03.02. Loss Covered by Insurance. If the loss to Landlord is fully (exclusive of any deductible) covered by insurance maintained by Landlord or for Landlord's benefit, then:

(a) If (i) Landlord's Estimate is equal to or less than two hundred seventy (270) days from the date of such casualty; (ii) such damage or destruction is not the result of willful misconduct of Tenant; and (iii) Landlord is not prevented by applicable laws from restoring the Premises to its pre-existing condition, Landlord shall, at Landlord's expense, repair the same and this Lease shall remain in full force and effect and a proportionate reduction of the Rent shall be allowed Tenant for such portion of the Premises as shall be rendered inaccessible or unusable to Tenant during the period of time that such portion is unusable or inaccessible.

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(b) If Landlord's Estimate exceeds two hundred seventy (270) days, then either party may terminate this Lease by written notice to the other given within thirty (30) days after Landlord gives Tenant written Notice of Landlord's Estimate.

7.03.03. Loss Not Covered by Insurance. If, at any time prior to the expiration or termination of this Lease, the Premises is totally or substantially damaged or destroyed from a risk, the loss to Landlord which is not fully (exclusive of any deductible) covered by insurance maintained by Landlord or for Landlord's benefit, Landlord may, at its option, upon written notice to Tenant within forty-five (45) days after notice to Landlord of the occurrence of such damage or destruction, elect to repair or restore such damage or destruction, or Landlord may elect to terminate this Lease. If Landlord elects to repair or restore such damage or destruction, this Lease shall continue in full force and effect provided that such repairs or restorations are completed within two hundred seventy (270) days of the casualty and the Rent shall be proportionately reduced as provided in Section 7.03.02. above. In the event such repairs are not complete within three hundred sixty-five (365) days, Tenant shall have the right to terminate this Lease by written notice to Landlord.

7.03.04. Destruction Near End of Term. Notwithstanding the foregoing, if the Premises is totally or substantially damaged or destroyed within the final year of the Lease Term or a renewal Term, Landlord or Tenant may, at its option, elect to terminate this Lease before Landlord commences any repair or restoration work, and in any event within thirty (30) days after the date of occurrence of such damage, and this Lease shall terminate upon the giving of such notice.

ARTICLE VIII DEFAULT AND REMEDIES

Section 8.01. Definition of Default. The following events shall be deemed to be events of default by Tenant under this Lease:

8.01.01. Failure of Tenant to pay any Rent or other sum due within five (5) calendar days of the date due; provided however, that Landlord shall notify Tenant of such failure to pay, and shall grant Tenant an additional three (3) calendar days to cure such default by payment of any late payment charge set forth in this Lease. After the third (3rd) such notice within a twelve (12) month period to Tenant by Landlord, no additional written notices or extensions need be granted by Landlord.

8.01.02. Failure of Tenant to comply with any term, provision, or covenant of this Lease, other than the payment of Rent, which is not cured within ten (10) days after Landlord has provided written notice thereof to Tenant, or if the breach is incapable of cure within such time, then if Tenant does not initiate a cure within such time and diligently thereafter pursue such cure to completion.

8.01.03. Tenant's making of an assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors, or is generally insolvent or unable to pay its obligations as they come due.

8.01.04. Any petition filed that is not removed or stayed within ninety (90) days of filing by or against Tenant under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof.

8.01.05. If, in any proceeding or action in which the Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises, or Tenant's property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or against Tenant's property.

8.01.06. If Landlord discovers that any financial statement delivered to Landlord by Tenant is materially false.

8.01.07. Tenant, before the expiration of the Lease Term, and without the written consent of Landlord, vacates said Premises or abandons possession thereof, or uses the same for purposes other than the purposes for which the same are hereby leased, or ceases to use the Premises for the purposes expressed herein.

Section 8.02. Rights and Remedies.

8.02.01. Upon any event of default, Landlord may, without prejudice to its other rights hereunder, do any one or more of the following: (i) apply the Security Deposit, if any, toward the satisfaction and cure of such a default; (ii) terminate this Lease and re-enter and take possession of the Premises; (iii) recover possession of the Premises (with or without terminating this Lease,

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at Landlord's option) in the manner prescribed by any statute relating to summary process; (iv) relet the Premises as Landlord may see fit without thereby avoiding or terminating this Lease, and for the purpose of such reletting, Landlord is authorized to make such repairs to the Premises as may be necessary in the reasonable discretion of Landlord for the purpose of such reletting, and if a sufficient sum is not realized from such reletting (after payment of all reasonable cost and expenses of such repairs and the expense of such reletting and the collection of rent accruing therefrom) each month to equal the Rent, then Tenant shall pay such deficiency each month upon demand therefor; and (v) accelerate and declare all accrued Rent and the present value (calculated at a discount of six percent (6%)) of all the aggregate Rent for the accelerated balance of the Lease Term to be immediately due and payable, and to recover immediately against Tenant such accelerated Rent amounts, which amounts shall be construed as reasonable liquidated damages for default of this Lease and not a penalty and which shall constitute a debt provable in bankruptcy or receivership. In computing such liquidated damages, there shall be added to such deficiency any reasonable expenses as Landlord may incur in connection with reletting, such as court costs, attorneys' fees and disbursements, brokerage fees, and for putting and keeping the Premises in good order or for preparing the Premises for reletting. Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises if Landlord used commercially reasonable efforts to relet the Premises. All of the damages which are specified in this Lease are in addition to all other damages and costs to which Landlord may be entitled under the laws of the State of Florida or in equity

8.02.02. After default, the acceptance of Rent (or any portion thereof) or failure to re-enter by Landlord shall not be held to be a waiver of its rights to terminate this Lease, and Landlord may re-enter and take possession of the Premises as if no Rent had been accepted after such default. All of the remedies given to Landlord in this Lease in the event of default by Tenant are in addition to all other rights or remedies to which Landlord may be entitled under the laws of the State of Florida; all such remedies shall be deemed cumulative and the election of one shall not be deemed a waiver of any other or further rights or remedies.

Section 8.03. Landlord's Self-Help. In the event Tenant fails to perform any of its obligations under this Lease in a manner reasonably satisfactory to Landlord, or in the event Tenant fails to pay for anything which, under the terms of this Lease Tenant is required to pay for, Landlord shall have the right, but not the obligation, upon giving Tenant at least three (3) days prior written notice of its election to do so (except that in the event of any emergency no prior notice shall be required) to perform such obligations on behalf of and for the account of Tenant and to take all such action to perform such obligations, or to pay for Tenant's obligations. In such event, Landlord's costs and expenses incurred in connection with performing or paying for any obligation of Tenant shall be paid by Tenant, together with an administrative fee equal to fifteen percent (15%) of such amounts, as Additional Rent forthwith upon written demand by Landlord. The payment by Landlord of any obligation of Tenant shall not constitute a release or waiver of Tenant therefrom.

Section 8.04. Attorney's Fees; Collection Costs. Tenant agrees to pay the cost of collections and reasonable attorney's fees on any part of delinquent Rent payments or other sums due hereunder that may be collected by efforts of an attorney-at-law or a collection agency, as well as any attorney's fees and costs for the enforcement of any of the provisions of this Lease.

Section 8.05. Landlord Default. Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by Landlord hereunder unless and until it has failed to perform such obligation within thirty (30) days after receipt of written notice thereof from Tenant to Landlord; provided, however, that if the nature of Landlord's obligations is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently to pursue completion of such performance.

ARTICLE IX ASSIGNMENT AND SUBLETTING

Section 9.01. Assignment and Subletting. Tenant acknowledges that Tenant's agreement to operate in the Premises for the fully stated Lease Term hereof was a primary inducement and precondition to Landlord's agreement to lease the Premises to Tenant. Accordingly, Tenant's interest in the Premises shall be limited to Tenant's Permitted Use and occupancy thereof in accordance with the provisions hereof and shall be non-transferable without Landlord's written consent to an assignment or subletting. Landlord shall have the reasonable right to approve assignment or subletting, provided that in all cases Tenant shall remain responsible to Landlord for all Lease obligations.

ARTICLE X COMMON AREAS

 PDB (Tenant initial)

 EF (Landlord initial)

Section 10.01. Control of Common Areas. Landlord retains exclusive control and management of the Common Areas. All automobile parking areas, entrances and exits thereto, and other facilities furnished by Landlord from time to time in or near the Building, including, without limitation, parking areas, any truck way or ways and loading docks, package pick-up stations, Building signs, pedestrian sidewalks and ramps, roads, landscaped and planted areas, exterior and interior stairways, elevators, hallways, walkways, promenades, courtyards, display and exhibit areas, public restrooms (if any), and other areas and improvements provided by Landlord for general use, in common, of tenants of the Building, their officers, agents, employees and customers shall at all times be subject to the exclusive control and management of Landlord or its designees and Landlord shall have the right from time to time to establish, modify and enforce reasonable Rules and Regulations with respect to all facilities and areas mentioned in this Article. All of said facilities and areas and all utility systems not installed by or exclusively serving a single tenant of the Building, (including, without limitation all ducts, conduits and similar items; heating, ventilating, air conditioning, plumbing, security and fire detection and protection systems; storm and sanitary drainage systems or other utility systems) designated by Landlord as the areas, spaces and improvements in the Building, and on Landlord's Property, which Landlord makes available from time to time for the common use and benefit of the tenants and occupants of the Building, and Landlord's Property, are herein collectively referred to as the "Common Areas." Landlord or its designees shall have the right: to construct, maintain and operate the lighting and parking areas; to restrict parking by tenants, their officers, agents and employees to an employee parking; to assign or designate a parking space or spaces for the exclusive use of a particular tenant; to close all or any portion of said areas or facilities to such extent as may, in the opinion of the Landlord's counsel, be legally sufficient to prevent dedication thereof or accrual of any rights therein to any person or the public; to close temporarily all or any portion of the parking areas or facilities; to erect improvements or buildings on such parking areas and other common areas and to lease such areas or improvements; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of reasonable business judgment, the Landlord shall determine to be advisable; provided that no such changes shall deny or materially interfere with reasonable ingress to, or egress from the Premises. Landlord further reserves the right to construct and maintain signs on the Building and throughout Landlord's Property including, but not limited to the Common Areas, to police same and establish reasonable rules and regulations. Landlord shall have the unfettered right to close down or restrict access to all or any part of the Common Areas on a temporary basis to make such alterations, modifications or repairs to the Property as shall be advisable in Landlord's sole discretion. In such event, Landlord shall have no liability to Tenant for any loss or damage that may accrue to Tenant's business by reason thereof.

Section 10.02. Use of Common Areas. Tenant shall neither encumber nor obstruct the sidewalks or Common Area courtyard or parking areas adjoining the Premises or otherwise located on Landlord's Property nor allow the same to be obstructed or encumbered in any manner. Tenant shall not place or cause to be placed any merchandise, vending machines, furniture, or anything else on the sidewalks or exterior of the Premises or the aforementioned Common Areas without the prior written consent of Landlord. Landlord reserves the right to grant exclusive use of the Common Area during certain time periods when deemed by Landlord to be in the best interest of the Landlord's Property as a whole.

Section 10.03. Non-Exclusive License. All Common Areas on Landlord's Property are to be used and occupied under a non-exclusive license (unless designated otherwise by Landlord), and if the amount of such areas is diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of Rent, nor shall such diminution of such Common Areas be deemed constructive or actual eviction provided that Tenant (i) retains access to the Premises and (ii) retains reasonable parking necessary for the Permitted Use.

ARTICLE XI RIGHT OF ENTRY

Section 11.01. Right of Entry. Landlord or Landlord's agents shall have the right to enter the Premises at all reasonable times following written notice (except in an emergency) to examine the same.

DBD (Tenant initial)

BF (Landlord Initial)

ARTICLE XII
NOTICES

Section 12.01. **Notices by Tenant.** Tenant shall give immediate notice to Landlord in case of fire, casualty, or accidents in the Premises or in the building of which the Premises are a part or of defects therein. Tenant shall further give written notice to Landlord in the event Tenant relocates, changes or modifies its registered agent or its principal or mailing address, or in the event any Guarantor under this Lease shall relocate or change his or her primary principal or mailing address, which notice shall be provided by Tenant within ten (10) days of such change or relocation and shall provide the updated and new applicable information.

ARTICLE XIII
SUCCESSION TO LANDLORD'S INTEREST

Section 13.01. **Attornment.** Tenant shall attorn and be bound to any of Landlord's successors under all the terms, covenants and conditions of this Lease for the balance of the remaining Lease Term.

Section 13.02. **Subordination.** This Lease shall be subordinate to the lien of any mortgage in force against the Premises, any portion thereof, and to any and all advances to be made under such mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof. Tenant covenants and agrees to promptly execute and deliver, upon demand, such further instrument or instruments subordinating this Lease, on the foregoing basis, to the lien of any such mortgage or mortgages as shall be desired by Landlord.

Section 13.03. **Estoppel Certificate.** Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Premises and/or the Landlord's Property by Landlord an estoppel certificate shall be required from Tenant, Tenant agrees to deliver in recordable form, a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there are no defenses or offsets thereto (or stating those claimed by Tenant) and the dates to which Rent and other charges have been paid.


ARTICLE XIV
SURRENDER OF PREMISES

Section 14.01. **Condition on Surrender.** At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean and in the same condition as when tendered by Landlord, reasonable wear and tear and insured casualty excepted. Tenant shall promptly repair any damage to the Premises caused by the removal of any furniture, trade fixtures or other personal property placed in the Premises.

Section 14.02. **Holding Over.** Should Tenant, with Landlord's written consent, hold over at the end of the Lease Term, without renewing, Tenant shall become a Tenant at will and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant shall pay Fixed Minimum Rent and Additional Rent in an amount equal to twice the monthly rate in effect at the end of the Lease Term.

ARTICLE XV
MISCELLANEOUS

Section 15.01. **Waiver.** The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition 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. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing by Landlord.


_____(Tenant initial)
BF
_____(Landlord initial)

Section 15.02. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

Section 15.03. Entire Agreement. This Lease and the Exhibits set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 15.04. No Partnership. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint adventurer or a member of a joint enterprise with Tenant.

Section 15.05. Force Majeure. In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of strikes, lock-outs, casualties, Acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war or other causes beyond the reasonable control of that party, then that party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 15.06. Notices. Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered personally or sent by either United States certified mail postage prepaid or expedited mail service and shall be addressed (a) if to Landlord at the address provided in Section 1.01, for Landlord or at such other address as Landlord may designate by written notice and (b) if to Tenant at the address provided in Section 1.01, for Tenant or at such other address as Tenant shall designate by written notice. Notices shall be effective upon delivery unless delivery is refused or cannot be made in which event notice shall be effective on mailing.

Section 15.07. Captions and Section Numbers. The captions, section numbers, and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such section or articles of this Lease nor in any way affect this Lease.

Section 15.08. Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 15.09. Applicable Law. The Laws of the State of Florida shall govern the validity, performance and enforcement of this Lease.

Section 15.10. Time is of the Essence. Time is of the essence of this Lease.

Section 15.11. Successors and Assigns. Except as otherwise provided herein, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns.

Section 15.12. Survival of Obligations. The provisions of this Lease with respect to any obligation of Tenant to pay any sum owing in order to perform any act after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

Section 15.13. 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.

PBD (Tenant initial)

BF (Landlord initial)

Section 15.14. Broker. Landlord and Tenant represent and warrant that they neither consulted nor negotiated with any broker or finder regarding the Premises, except Pepitone Properties, the "Leasing Broker" and N/A, "Tenant's Broker". Landlord and Tenant agree to indemnify, defend, and save the other harmless from and against any claims for fees or commissions from anyone other than the Leasing Broker and Tenant's Broker with whom they have dealt in connection with the Premises or this Lease including attorneys' fees incurred in connection with the defense of any claim. Landlord shall indemnify and hold Tenant harmless against payment of any leasing commission due the Leasing Broker in connection with this Lease. Tenant shall indemnify and hold Landlord harmless against payment of any leasing commission due Tenant's Broker in connection with this Lease.

Section 15.15. Relocation Of Tenant.

(a) ~~Landlord may, in its absolute discretion, move Tenant from the Premises and relocate Tenant in other space within the Building or Landlord's Property of Landlord's choosing and of approximately the same size as the Premises. If Landlord relocates Tenant, Landlord shall perform the interior improvements to the new space of approximate equivalence to the interior improvements performed by Landlord for Tenant for the Premises. Landlord may use decorations and materials from the existing Premises or other materials, so that the space to which Tenant is relocated will be reasonably comparable in its interior design and decoration to the space from which Tenant is removed. Any relocation shall be deemed to be effective as of the date set forth in the notice from Landlord (the "Relocation Date"). During the relocation period, Landlord will use reasonable efforts not to interfere unduly with Tenant's business activities and Landlord agrees to substantially complete the relocation within a reasonable time under all then existing circumstances. This Lease and each of its terms and conditions shall remain in full force and effect and be applicable to the new space and the new space will be deemed to be the Premises demised under this Lease. Tenant shall execute any documents that Landlord may request to evidence the relocation (but it will be effective even in the absence of Tenant's confirmation). Landlord's exercise of its election to remove and relocate Tenant will not release Tenant in whole or in part from its obligations under this Lease for the full Lease Term. No rights granted in this Lease to Tenant, including the right of peaceful possession and quiet enjoyment, will be deemed breached or interfered with by reason of Landlord's exercise of the relocation rights reserved in this Section. If Landlord exercises its relocation rights under this Section, Landlord will reimburse Tenant for reasonable moving costs and the reasonable costs of replacement of stationary and telephone relocation and other similar expenses necessitated by the exercise of the right of relocation. If the rentable area of the new space is more or less than the rentable area of the original Premises, then the Fixed Minimum Rent and Tenant's Pro-Rata Share shall be adjusted to reflect the number of square feet of rentable area in the new space.~~

(b) ~~Tenant shall quit and surrender vacant, full, broom clean possession of the Premises to Landlord on the Relocation Date free and clear of any leases, tenancies, and rights of occupancy in anyone claiming through Tenant. If Tenant shall fail or refuse to surrender vacant, full, broom clean possession of the Premises to Landlord on or before the Relocation Date (for any reason other than Landlord's failure to provide the new premises to Tenant), then and in that event Tenant shall pay to Landlord for each day or fraction of a day that Tenant shall fail to surrender vacant, full, broom clean possession of the Premises to Landlord (in addition to all Rent provided to be paid under this Lease which is applicable from and after the Relocation Date to the new premises) an agreed upon sum equal to three times the quotient obtained by dividing (i) the sum of the monthly installments of Fixed Minimum Rent then payable under this Lease plus one twelfth (1/12) of all Additional Rent then payable under this Lease; by (ii) 30. This daily rate for the Premises is in the nature of liquidated damages to Landlord for Tenant's failure to surrender vacant, full, broom clean possession of the Premises to Landlord on or before the Relocation Date. The payment of these liquidated damages shall be without prejudice to Landlord's instituting proceedings to obtain possession of the Premises.~~

Section 15.16. JURY WAIVER; COUNTERCLAIMS. LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH (i) THIS LEASE, (ii) THE RELATIONSHIP OF LANDLORD AND TENANT, (iii) TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR (iv) THE RIGHT TO ANY STATUTORY RELIEF OR REMEDY. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION OR PROCEEDING COMMENCED BY LANDLORD TO OBTAIN POSSESSION OF THE PREMISES. IF TENANT VIOLATES THIS PROVISION BY FILING A PERMISSIVE COUNTERCLAIM, WITHOUT PREJUDICE TO LANDLORD'S RIGHT TO HAVE THE COUNTERCLAIM DISMISSED, THE PARTIES STIPULATE THAT SHOULD THE COURT PERMIT TENANT TO MAINTAIN THE COUNTERCLAIM, THE COUNTERCLAIM SHALL BE SEVERED AND TRIED SEPARATELY FROM THE ACTION FOR POSSESSION UNDER RULE 1.270(b) OF THE FLORIDA RULES OF CIVIL PROCEDURE OR OTHER APPLICABLE LAW. THE ACTION FOR POSSESSION SHALL THEN PROCEED UNDER THE SUMMARY PROCEDURES SET FORTH IN SECTION 51.011, FLORIDA

 PBD (Tenant Initial)

 BF (Landlord Initial)

STATUTES. THE WAIVERS SET FORTH IN THIS SECTION ARE MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY BY TENANT. TENANT FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THESE WAIVERS WITH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD IN AGREEING TO ENTER INTO THIS LEASE.

Section 15.17. Recordation. Tenant shall not record this Lease or any memorandum, "short form," or other notice of this Lease without the prior written consent of Landlord.

Section 15.18. Landlord's Lien. Tenant grants and creates a lien and security interest in favor of Landlord in and to all of the following personal property of Tenant (the "Personal Property"): all furniture, fixtures, equipment, inventory, merchandise, patents, trademarks, trade names, and trade processes used by Tenant in connection with its business conducted on the Premises and the goodwill of the business; all permits, licenses, franchises, certificates, and other rights and privileges used in connection with the Premises; Tenant's interest under this Lease; all other personal property of any type or nature, tangible or intangible, and contract rights of Tenant concerning the Premises and the business conducted on the Premises including all of Tenant's receivables; and all insurance proceeds of or relating to any or all of the Personal Property and all accessions and additions to, substitutions for, and replacements, products, and proceeds of any or all of the Personal Property. If Tenant shall default under this Lease, or is no longer in possession of the Premises for any reason, then and in that event, Landlord may, in addition to any other remedies available to Landlord, enter on the Premises and take possession of any and all of the Personal Property, without liability for trespass or conversion, and sell the Personal Property at public or private sale, with or without having the property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase the Personal Property. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if the notice is given in the manner prescribed in this Lease at least five (5) days before the date of the sale. The proceeds from any disposition of the Personal Property, less all expenses incurred in connection with the taking of possession, holding, and selling of the Personal Property (including, without limitation, reasonable attorneys' fees) shall be applied as a credit against the indebtedness secured by the Security Interest, as defined below. Any surplus shall be paid to Tenant or as otherwise required by law, and Tenant shall pay any deficiencies forthwith. Tenant shall repair, replace, and install furniture, fixtures, and equipment in the Premises, as necessary, with items of equal quality and utility, so that at all times the physical condition and appearance of the Premises shall be commensurate with a first-class operation of the type permitted under this Lease. All additions, substitutions, or replacements shall be deemed a part of the Personal Property. None of the Personal Property or any right or interest in or to the Personal Property shall be conveyed, transferred, assigned, mortgaged, or encumbered in any manner by Tenant without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion. This Lease constitutes a security agreement under the Uniform Commercial Code and creates a security interest in the Personal Property (the "Security Interest"). The Security Interest secures payment and performance of all of Tenant's obligations under this Lease. Tenant shall take all necessary action to maintain and preserve the Security Interest concerning the Personal Property including, but not limited to, the executing, delivering, filing, refiling, recording, or rerecording of any financing statements, continuation statements, or other security agreements, and the giving of any instruments of further assurance that Landlord from time to time may request to protect the Security Interest. Without limiting the foregoing, Tenant appoints Landlord as Tenant's attorney-in-fact to execute, deliver, and file any instruments for and on behalf of Tenant, but Landlord shall not be required, and shall not be deemed to be under any duty to Tenant, any guarantor or surety of this Lease, or any other person to protect, perfect, secure, or insure the Security Interest nor shall Landlord have any obligation for, among other things, the filing of any financing statements under the Uniform Commercial Code. The limited power of attorney granted by Tenant in the immediately preceding sentence, being coupled with an interest, is deemed to be irrevocable by Tenant. Notwithstanding the expiration or sooner termination of this Lease, the terms of this Section shall survive as a security agreement as to the Security Interest until repayment or satisfaction in full of all obligations of Tenant under this Lease. The Personal Property shall at all times remain in the Premises, subject to the control of Landlord. In the event of a sale or ground lease of the Premises, the Security Interest shall be automatically transferred to the purchaser or ground lessor.

Section 15.19. Exculpation. Notwithstanding anything to the contrary contained in this Lease, Tenant shall look solely to the estate and property of Landlord in the Premises for the satisfaction of any claim of Tenant for the collection of a judgment or other judicial process requiring the payment of money. No other property or assets of Landlord shall be subject to levy, execution, attachment or other enforcement procedure for the satisfaction of Tenant's remedies hereunder or as may otherwise exist at law. It is understood that the persons constituting Landlord are executing this Lease only in the capacity stated and in no manner individually.

PBD (Tenant Initial)
BF (Landlord initial)

Section 15.20. Attorney's Fees. In the event legal proceedings are instituted by either party, except as otherwise expressly provided by this Lease, the prevailing party shall be entitled to recover reasonably attorney's fees, costs and expenses.

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

WITNESSES:

Landlord:

Bushwood Land Development, LLC (f/k/a Bushwood Entertainment, LLC), a Florida limited liability company

By: Barry Fisher

Print Name: Barry Fisher

Title: President

Date: 07/21/2022 12:10 PM EDT

TENANT:

Rachel B. Donovan D.M.D., PA, a Florida professional association

By: Rachel B. Donovan DMD

Print Name: Rachel B. Donovan DMD

Title: owner

Date: 7/1/22

RBD (Tenant initial)
BF (Landlord initial)

EXHIBIT A
SKETCH OF PREMISES

18128946_1

EXHIBIT B

LANDLORD'S WORK

[Insert Description of Landlord's Work, or Insert "N/A" if none]

N/A

TENANT'S WORK, TENANT'S PLANS & BUDGET

[Insert Description or Insert "N/A" if none]

N/A

EXHIBIT C

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

Lot 7, Summerlin Bend Subdivision, according to the map or Plat thereof as recorded in Plat Book 53, Page 94, Public Records of Lee County, Florida

EXHIBIT D

RULES AND REGULATIONS

1. The sidewalks and public portions of the Landlord's Property, such as entrances, passages, courts, parking areas, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by Tenant or its employees, agents, invitees, or guests nor shall they be used for any purpose other than ingress and egress to and from the Premises.

2. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades, louvered openings, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord, unless installed by Landlord. No aerial or antenna shall be erected on the roof or exterior walls of the Premises or on the Building without the prior written consent of Landlord in each instance.

3. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by Tenant on any part of the outside of the Premises or Building or on corridor walls or doors or mounted on the inside of any windows without the prior written consent of Landlord. Signs on any entrance door or doors shall conform to Building standards and shall, at Tenant's expense, be inscribed, painted, or affixed for Tenant by sign makers approved by Landlord. In the event of the violation of the foregoing by Tenant, Landlord may install and/or remove same without any liability and may charge the expense incurred to Tenant.

4. The sashes, sash doors, skylights, windows, heating, ventilating, and air conditioning vents and doors that reflect or admit light and air into the halls, passageways, or other public places in the Building shall not be covered or obstructed by Tenant, or its employees, agents, invitees, or guests, nor shall any bottles, parcels, or other articles be placed outside of the Premises.

5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the public halls, corridors, or vestibules without the prior written consent of Landlord.

6. Whenever Tenant shall submit to Landlord any plan, agreement, assignment, sublease, or other document for Landlord's consent or approval, Tenant agrees to pay Landlord, on demand, a processing fee in a sum equal to the reasonable fee for review of the document, including the services of any architect, engineer, or attorney employed by Landlord to review or prepare the plan, agreement, assignment, sublease, consent, or other document.

7. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown in them. All damages resulting from any misuse of fixtures shall be borne by the Tenant who, or whose employees, agents, invitees, or guests, shall have caused the same.

8. Tenant shall not in any way deface any part of the Premises or the Landlord's Property. Tenant shall not lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the Building, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

9. No animals or any kind (except dogs assisting disabled persons) shall be brought on the Premises or Building.

10. No cooking shall be done or permitted by Tenant on the Premises except in conformity to law and then only in the utility kitchen (if a utility kitchen was provided for in approved plans for the Premises or if Landlord has consented in writing to a kitchen), which is to be primarily used by Tenant's employees for heating beverages and light snacks. No refrigeration or heating equipment may be placed inside the Premises without the prior written consent of Landlord in each instance. Tenant shall not cause or permit any unusual or objectionable odors to be produced on or permeate from the Premises.

11. No office space in the Building shall be used for the distribution or for the storage of merchandise or for the sale at auction or otherwise of merchandise, goods, or property of any kind.

12. Tenant shall not make or permit to be made any unseemly or disturbing noises or disturb or interfere with occupants of the Building or neighboring premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, singing, or in any other way. Tenant shall not throw anything out of the doors or windows or down the corridors, stairwells, or elevator shafts of the Building.

13. Neither Tenant nor any of Tenant's employees, agents, invitees, or guests shall at any time bring or keep on the Premises any inflammable, combustible, or explosive substance or any chemical substance, other than reasonable amounts of cleaning fluids and solvents required in the normal operation of Tenant's business, all of which shall only be used in strict compliance with all applicable Environmental Laws.

14. Landlord shall have a valid pass key to all spaces within the Premises at all times during the Lease Term. No additional locks or bolts of any kind shall be placed on any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism of the locks, without the prior written consent of the Landlord and unless and until a duplicate key is delivered to Landlord. Tenant must, on the termination of its tenancy, restore to the Landlord all keys to stores, offices, and toilet rooms, either furnished to or otherwise procured by Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay Landlord for the replacement cost of them.

15. All deliveries, removals, or the carrying in or out of any safes, freights, furniture, or bulky matter of any description may be accomplished only with the prior approval of Landlord and then only in approved areas, through the approved loading/service area doors, and during approved hours. Tenant shall assume all liability and risk concerning these movements. Landlord may restrict the location where heavy or bulky matters may be placed inside the Premises. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight that can or may violate any of these Rules and Regulations or this Lease.

16. Tenant shall not, unless otherwise approved by Landlord, occupy or permit any portion of the Premises demised to it to be occupied as, by, or for a public stenographer or typist, barber shop, bootblacking, beauty shop or manicuring, beauty parlor, telephone or telegraph agency, telephone or secretarial service, messenger service, travel or tourist agency, employment agency, public restaurant or bar, commercial document reproduction or offset printing service, ATM or similar machines, retail, wholesale, or discount shop for sale of merchandise, retail service shop, labor union, school or classroom, foreign consulate or any other form of governmental or quasi-governmental bureau, department, or agency, including an autonomous governmental corporation, a firm the principal business of which is real estate brokerage, a company engaged in the business of renting office or desk space, a public finance (personal loan) business, or manufacturing, unless Tenant's Lease expressly grants permission to do so. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices, and machines for sale of beverages, foods, candy, cigarettes, or other goods), except for those vending machines or similar devices that are for the sole and exclusive use of Tenant's employees, and then only if operation of the machines or devices does not violate the lease of any other tenant of the Building. Tenant shall not engage or pay any employees on the Premises, except those actually working for Tenant on the Premises, nor advertise for labor giving an address at the Premises.

17. Tenant shall not create or use any advertising mentioning or exhibiting any likeness of the Building without the prior written consent of Landlord. Landlord shall have the right to prohibit any advertising that, in Landlord's reasonable opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and on notice from Landlord, Tenant shall discontinue the advertising.

18. Landlord reserves the right to exclude from the Building at all times other the Normal Business Hours all persons who do not present a pass to the Building on a form or card approved by Landlord. Tenant shall be responsible for all its employees, agents, invitees, or guests who have been issued a pass at the request of Tenant and shall be liable to Landlord for all acts of those persons.

19. The Premises shall not be used for lodging or sleeping, or for any immoral, disreputable, or illegal purposes, or for any purpose that may be dangerous to life, limb, or property.

20. Any maintenance requirements of Tenant will be attended to by Landlord only on application at the Landlord's or manager's office for the Building. Landlord's employees shall not perform any work or do anything outside of their regular duties, unless under specific instructions from the office of Landlord.

21. Canvassing, soliciting, and peddling within the Building or in the Common Areas is prohibited and Tenant shall cooperate to prevent the same.

22. There shall not be used in any space, or in the public halls of the Building, either by Tenant or by jobbers or others, in the delivery or receipt of merchandise to Tenant, any hand trucks, except those equipped with rubber tires and side guards. No hand trucks shall be used in elevators other than those designated by Landlord as service elevators. All deliveries shall be confined to the service areas and through the approved service entries.

23. In order to obtain maximum effectiveness of the cooling system, Tenant shall lower and/or close venetian or vertical blinds or drapes when the sun's rays fall directly on the exterior windows of the Premises.

24. If, in Landlord's reasonable opinion, the replacement of ceiling tiles becomes necessary after they have been removed on behalf of Tenant by telephone company installers or others (in both the Premises and the public corridors), the cost of replacements shall be charged to Tenant on a per tile basis.

25. All paneling or other wood products not considered furniture that Tenant shall install in the Premises shall be of fire retardant materials. Prior to the installation of these materials, Tenant shall submit to Landlord a satisfactory (in the reasonable opinion of Landlord) certification of the materials' fire retardant characteristics.

26. Tenant, its employees, agents, contractors, and invitees shall not be permitted to occupy at any one time more than the number of parking spaces in the Parking Areas that corresponds to the Parking Ratio (including any parking spaces reserved exclusively for Tenant). Usage of parking spaces shall be in common with all other tenants of the Building and their employees, agents, contractors, and invitees. All parking space usage shall be subject to any reasonable rules and regulations for the safe and proper use of parking spaces that Landlord may prescribe. Tenant's employees, agents, contractors, and invitees shall abide by all posted roadway signs in and about the parking facilities. Landlord shall have the right to tow or otherwise remove vehicles of Tenant and its employees, agents, contractors, or invitees that are improperly parked, blocking ingress or egress lanes, or violating parking rules, at the expense of Tenant or the owner of the vehicle, or both, and without liability to Landlord. Upon request by Landlord, Tenant shall furnish Landlord with the license numbers and descriptions of any vehicles of Tenant, its principals, employees, agents, and contractors.

27. All trucks and delivery vans shall be parked in designated areas only and not parked in spaces reserved for cars. All delivery service doors are to remain closed except during the time that deliveries, garbage removal, or other approved uses are taking place. All loading and unloading of goods shall be done only at the times, in the areas, and through the entrances designated for loading purposes by Landlord.

28. Tenant shall be responsible for the removal and proper disposition of all crates, oversized trash, boxes, and items termed garbage from the Premises. The corridors and parking and delivery areas are to be kept clear of these items. Tenant shall provide convenient and adequate receptacles for the collection of standard items of trash and shall facilitate the removal of trash by Tenant. Tenant shall ensure that liquids are not disposed of in the receptacles. All medical waste will be disposed of properly according to all local and federal regulations and at Tenants sole cost and risk.

29. Tenant shall not conduct any business, loading or unloading, assembling, or any other work connected with Tenant's business in any public areas.

30. Landlord shall not be responsible for lost or stolen personal property, equipment, or money occurring within the Premises or Building, regardless of how or when the loss occurs.

31. Neither Tenant, nor its employees, agents, invitees, or guests, shall paint or decorate the Premises, or mark, paint, or cut into, drive nails or screw into nor in any way deface any part of the Premises or Building without the prior written consent of Landlord. Notwithstanding the foregoing, standard picture hanging shall be permitted without Landlord's prior consent. If Tenant desires a signal, communications, alarm, or other utility or service connection installed or changed, the work shall be done at the expense of Tenant, with the approval and under the direction of Landlord.

32. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, electric facilities, or any part or appurtenance of the Premises.

33. Tenant agrees and fully understands that the overall aesthetic appearance of the Building is of paramount importance; thus Landlord shall maintain complete aesthetic control over any and every portion of the Premises visible from outside the Premises including but not limited to all fixtures, equipment, signs, exterior lighting, plumbing fixtures, shades, awnings, merchandise, displays, art work, wall coverings, or any other object used in Tenant's business. Landlord's control over the visual aesthetics shall be complete and arbitrary. Landlord will notify Tenant in writing of any aesthetic deficiencies and Tenant will have seven days to correct the deficiencies to Landlord's satisfaction or Tenant shall be in default of this Lease and the Default section shall apply.

34. Tenant shall not install, operate, or maintain in the Premises or in any other area of the Building, any electrical equipment that does not bear the U/L (Underwriters Laboratories) seal of approval, or that would overload the electrical system or any part of the system beyond its capacity for proper, efficient, and safe operation as determined by Landlord, taking into consideration the overall electrical system and the present and future requirements therefor in the Building. Tenant shall not

furnish any cooling or heating to the Premises, including, without limitation, the use of any electronic or gas heating devices, without Landlord's prior written consent.

35. Under applicable law, the Building is deemed to be a "no smoking" building and smoking is prohibited in all interior Common Areas. In addition, Landlord may, from time to time, designate nonsmoking areas in all or any portion of the exterior Common Areas and within Tenant's Premises.

36. Tenant shall not allow the Premises to be occupied by more than five persons per 1,000 square feet of rentable area.

37. Tenant will take all steps necessary to prevent: inadequate ventilation, emission of chemical contaminants from indoor or outdoor sources, or both, or emission of biological contaminants. Tenant will not allow any unsafe levels of chemical or biological contaminants (including volatile organic compounds) in the Premises, and will take all steps necessary to prevent the release of contaminants from adhesives (for example, upholstery, wallpaper, carpet, machinery, supplies, and cleaning agents).

38. Tenant shall comply with any recycling programs for the Building implemented by Landlord from time to time.

39. Tenant shall not obtain for use in the Premises ice, drinking water, towel, barbering, bootblacking, floor polishing, lighting maintenance, cleaning, or other similar services from any persons not authorized by Landlord in writing to furnish the services.

40. Tenant shall keep the doors to the Premises closed at all times.

41. Landlord may, on request by any tenant, waive compliance by the tenant with any of the Rules and Regulations provided that (i) no waiver shall be effective unless in writing and signed by Landlord or Landlord's authorized agent, (ii) a waiver shall not relieve the tenant from the obligation to comply with the rule or regulation in the future unless expressly consented to by Landlord, and (iii) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with the Rules and Regulations unless the other tenant has received a similar waiver in writing from Landlord.

42. Whenever these Rules and Regulations directly conflict with any of the rights or obligations of Tenant under this Lease, this Lease shall govern.

43. Pest control, in order to maintain satisfactory and uniform pest control throughout the Building, Tenant shall engage for the Premises and at its sole cost, a qualified pest extermination contractor either designated or approved by Landlord, who shall perform pest control and extermination services in the Premises at such intervals as reasonably required or as may be directed by Landlord.

EXHIBIT E

GUARANTY OF LEASE

(Personal)

THIS GUARANTY given by Rachel B. Donovan, individually (hereinafter called the "Guarantors," whether one or more) to Bushwood Land Development, LLC (f/k/a Bushwood Entertainment, LLC), a Florida limited liability company (hereinafter called the "Landlord"),

WITNESSETH:

In order to induce the Landlord to demise to Rachel B. Donovan D.M.D., P.A., a Florida professional association (hereinafter with its successors and assigns referred to as the "Tenant"), certain premises situated at 5248 Red Cedar Drive, Unit 101, Fort Myers, FL 33907, and being described in and pursuant to a certain Commercial Lease Agreement dated of even date herewith (which lease together with any and all modifications, amendments, and extensions is hereinafter referred to as the "Lease"), the Guarantors agree as follows:

1. The Guarantors do hereby jointly and severally, unconditionally and absolutely guarantee to the Landlord the full, prompt, and complete payment by the Tenant of the rent and all additional rent, and all other sums which may be payable by the Tenant. Subject to the foregoing monetary limitations, the Guarantors unconditionally and absolutely guarantee to the Landlord the full performance of all conditions, and provisions of the Lease required to be performed by the Tenant without regard to any forbearance, delay, neglect, or failure on the part of the Landlord in enforcing same.

2. The Guarantors do hereby waive notice of acceptance hereof and any and all other notices which by law or under the terms and provisions of the Lease are required to be given to the Tenant and also waive any demand for or notice of default of the payment of rent and other sums which may be payable by the Tenant under the Lease and the performance of all and singular terms, covenants, conditions, and provisions in the Lease required to be performed by the Tenant; and the Guarantors do further expressly hereby waive any legal obligation, duty, or necessity for the Landlord to proceed first against the Tenant or to exhaust any remedy the Landlord may have against the Tenant under the Lease, the Landlord may proceed and have right of action solely against either the Guarantors (or any of them) or the Tenant or jointly against the Guarantors (or any of them) and the Tenant. The Guarantors further agree that the Landlord may grant relief or indulgence to the Tenant, or otherwise amend or modify the Lease, without such actions being or being deemed to be a release of the Guarantors' liability under this Guaranty. Any delay on the part of the Landlord in enforcing any rights under this Guaranty or under the Lease or in proceeding first against the Tenant shall not operate as a waiver of any rights against the Guarantors hereunder.

3. In the event of any bankruptcy, reorganization, winding up, or similar proceedings with respect to the Tenant, no limitation of the Tenant's liability under the Lease which may now or hereafter be imposed by any federal, state, or other statute, law, or regulation applicable to such proceedings, shall in any way limit the obligation of Guarantors hereunder, which obligation is co-extensive with the Tenant's liability as set forth in the Lease without regard to any such statutory limitation. If any trustee, receiver, or conservator of the Tenant appointed under any federal or state law relating to bankruptcy, insolvency, debtor's relief, or corporate reorganizations rejects the Lease pursuant to any right to do so under the provisions of any such law, the Guarantors' obligation under this Guaranty shall not be affected thereby, but, to the contrary, shall continue to remain in full force and effect as if the Lease had not been rejected by such trustee, receiver, or conservator and was continuing in full force and effect.

4. The Guarantors shall not be entitled to make any defense against any claim asserted by the Landlord in any suit or action instituted by the Landlord to enforce this Guaranty or the Lease or to be excused from any liability hereunder which the Tenant could not make or invoke, and the Guarantors hereby expressly waive any defense in law or in equity which is not or would not be available to the Tenant, it being the intent hereof that the liability of the Guarantors hereunder is primary and unconditional.

5. In the event it shall be asserted that the Tenant's obligations are void or voidable due to illegal or unauthorized acts by the Tenant in the execution of the Lease, the Guarantors shall nevertheless be liable hereunder to the same extent as the Guarantors would have been if the obligations of the Tenant had been enforceable against the Tenant.

RB (Guarantor initial)

BF (Landlord Initial)

6. ~~This Guaranty shall remain in full force and effect as to any modification or amendment of the Lease and despite any assignment of the Tenant's interest under the Lease or any subletting of all or any portion of the leased premises. The Guarantors agree that the terms of the Lease may be altered or modified by agreement of the Tenant or its assignee(s) without notice to the Guarantors and without securing their consent, approval, or waiver and such act shall not, in any way, affect this Guaranty or release the Guarantors from any liability under this Guaranty. This Guaranty shall remain in full force and effect regardless of whether or not the Tenant is or continues to be owned in whole or in part by Guarantors.~~

7. ~~This Guaranty shall be binding upon the successors, and assigns of the Guarantors, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the Landlord. The Guarantors agree that this contract is performable in Florida, and waive the right to be sued elsewhere.~~

8. ~~If the Guarantors, or any of them, are a corporation, then the undersigned officer of each such corporation personally represents and warrants that the Board of Directors of each such corporation in a duly held meeting, has determined that this Guaranty may be reasonably be expected to benefit said corporation.~~

9. ~~Guarantors shall, at all times during the term of the Lease, keep Landlord advised of the principal address of Guarantor. Consistent therewith, Guarantor shall advise Landlord within ten (10) days of any relocation of Guarantor's principal address. Guarantors shall also provide a copy of their current drivers license(s) to Landlord upon execution of this Guaranty. Any changes in the address on a Guarantor's drivers license shall also require Guarantor to provide Landlord with a copy of the Guarantor's new drivers license within ten (10) days of receipt of said new drivers license. If a Guarantor shall not have a drivers license, then an alternative form of identification, including a current address of Guarantor, shall be provided as set out in this paragraph.~~

10. ~~The Guarantors hereby waive trial by jury in any action, proceeding, or counterclaim brought by the Landlord or the Guarantors against the other as to any matter of any kind or nature arising out of or in any way connected with this Guaranty or the Lease. In the event suit or action be brought upon and in connection with the enforcement of this Guaranty, the Guarantors shall pay reasonable attorneys' fees and all court costs incurred by the Landlord.~~

EXECUTED this _____ day of _____, 2022.

WITNESS/ATTEST:

Print Name:

Print Name:

GUARANTOR(S):

Print Name: Rachel B. Donovan

Social Security Number:

Address:

Lease Addendum 1

The following is Addendum 1 to a certain Lease dated January 1, 2022, for the property located at 5248 Red Cedar Drive, Fort Myers, FL, Suite #101 by and between Bushwood Land Development, LLC., as Landlord and Rachel B. Donovan, D. M. D., as Tenant.

It is understood and agreed that the Lease shall be further amended as follows:

1. TERM: It is understood and agreed that beginning May 1, 2024, the term of said Lease is hereby extended for an additional term of THREE (3) YEARS, terminating on April 30, 2027.

2. OPTIONS TO EXTEND TERM: Provided Lease has not been terminated for any reason or Tenant has never been in default during the Term including the Option to Extend Term, Tenant shall have the right to renew Lease as follows: Two (2) new successive (3) year periods beginning from the date of this lease addendum expiration of April 30, 2027, the initial and 1st lease addendum Option to Extend Term would otherwise expire, on same terms and conditions.

Tenant may exercise any Option by notifying Landlord (the "Option to Extend Term") not less than six (6) months nor more than nine (9) months before the beginning of the option period for which the Term is to be extended by the exercise of any Option. It shall be a condition precedent to Tenant's right to exercise any Option that no "Event of Default" (as defined in "The Lease & Addendum") shall exist either as of the date Tenant gives Landlord the Option Notice for the Option Period or as of the date of commencement of the applicable Option Period. Any holding over or failure to vacate the Premises at the end of the Term shall not be deemed or construed to be an exercise of any Option Period or an extension of the Term.

3. ANNUAL RENT ADJUSTMENTS: The base rent to increase 3% annually every May 1st beginning May 1, 2023, and for each successive lease period to include the two (2) successive renewals.

Due to the current economic climate and your long history as a Tenant, the Landlord is willing to grant Tenant a one-time credit of Five Thousand Two Hundred Forty Two Dollars (\$5,942.00), to be credited to your account as follows: Two Thousand Nine Hundred Seventy One Dollars (\$2,971.00) in June 2023 and Two Thousand Nine Hundred Seventy One Dollars (\$2,971.00) in December 2023, so long as the Lease has not been terminated for any reason or Tenant has not been in default during the Term of the Lease.

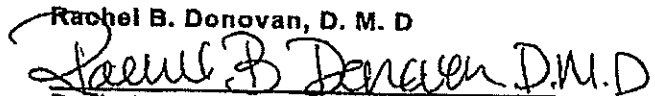
This Addendum is limited solely to those changes and does not otherwise change or modify the Lease or discharge either of the parties in whole or in part from any obligations in the Lease Agreement. The terms and conditions of the Lease and any subsequent Addendums or Agreements remain the same.

Executed this 27 day of March, 2023.

WITNESS:



For Tenant

Rachel B. Donovan, D. M. D.


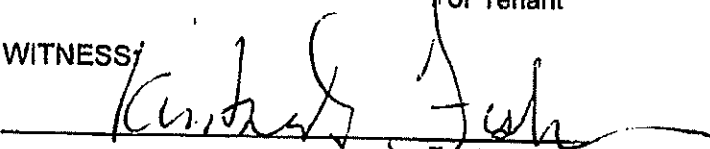
Rachel B. Donovan, D. M. D. Tenant

WITNESS:

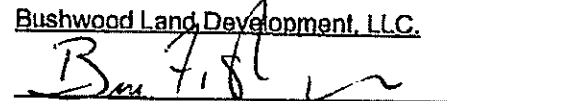


For Tenant

WITNESS:

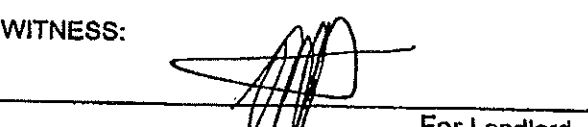


For Landlord

Bushwood Land Development, LLC.


Barry Fisher, Manager Landlord

WITNESS:



For Landlord