

LEASE AGREEMENT

THIS LEASE executed and entered into as of the _____ day of _____ 2025 (hereinafter called "Lease Date");
Landlord and Tenant having the following notice address on the date of this Lease:

Landlord: OAK & STONE PROPERTIES, LLC
c/o CAM Realty of SW Florida, Inc. 201 W. Marion Avenue,
Suite 1214 Punta Gorda, FL 33950

Tenant: CHARLOTTE COUNTY, A POLITICAL
SUBDIVISION IN THE STATE OF FLORIDA
18500 Murdock Circle, Room B208
Port Charlotte, FL 33498

FUNDAMENTAL LEASE PROVISIONS

Certain Fundamental Lease Provisions are set forth in this Section and represent the agreement of the parties hereto, subject to further definition and elaboration as set forth in the Lease Agreement.

- (a) Lease Term 3 years
Commencement Date: June 1, 2025
Lease Expiration Date: May 31, 2028
- (b) Premises: 992 Tamiami Trail, Unit A
- (c) Area of the Premises 3,747 sf approximately
- (d) Gross Rent:
Two Hundred Sixty-Six Thousand Three Hundred Seventy-Six
and 84/100 Dollars (\$266,376.84) to be paid as follows:
June 1, 2025 – May 31, 2026: \$7,181.75 per month
June 1, 2026 – May 31, 2027: \$7,397.20 per month
June 1, 2027 – May 31, 2028: \$7,619.12 per month
- (e) Security Deposit: \$0.00
All Base Rent, Additional Rent and Security Deposit are subject to
state sales tax if applicable
- (f) Permitted Use: Office/Sheriff
- (g) Property: the Premises are located in Shopping Plaza @ 992 Tamiami Trail
Port Charlotte Florida 33953

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[remainder of page intentionally left blank]

THIS LEASE AGREEMENT is made and entered into as of the Lease Date by and between Landlord and Tenant.

In consideration of the rent hereinafter reserved and in consideration of the mutual covenants and agreements hereinafter contained, and the sum of TEN AND NO/100 DOLLARS (\$10.00) and valuable consideration each to the other paid, the receipt and adequacy whereof are hereby acknowledged, Landlord hereby leases and demises unto Tenant, and Tenant hereby leases from Landlord, those certain premises (hereinafter referred to as "Premises") consisting of the office space having a rentable area of approximately the Area of the Premises defined in the Fundamental Lease Provisions. The Area of the Premises has been calculated on the basis of the rentable area attributable to the premises and is hereby stipulated for all purposes to be the number of square feet stated in the definition of the Area of Premises, whether the same should be more or less. The Premises is located within the Property at the address of the Property.

The Fundamental Lease Provisions appearing on the face of this Lease are an integral part of this Lease and are incorporated herein by reference. Each of the Fundamental Lease Provisions shall be deemed a definition of an essential term of this Lease and whenever any such term shall appear in this Lease, it shall be deemed to have the meaning therefore set forth in the Fundamental Lease Provisions and shall be limited by the provisions of this Lease applicable thereto.

ARTICLE I

TERM

1.01 Term of This Lease. The term of this Lease (sometimes herein called the "Term") shall mean the period starting on the first day of the Tenant occupying the Premises or the Commencement Date as set forth in clause (a) on page 1, whichever is earlier, and, subject to the other terms and conditions of this Lease, ending at 12:00 o'clock midnight on the Lease Expiration Date set forth in clause (a) on page 1. "Lease Year" means each successive twelve (12) month period from January 1, and the next succeeding December 31; and if the Term ends on other than a December 31, it also means the period beginning on the last January 1 of the Term and ending on the last day of the Term. "Rent Year" means either a Lease Year or a Partial Lease Year, as the case may be.

ARTICLE II

TENANT PAYMENTS

Tenant covenants and agrees to pay Landlord, as rental for the Premises, rent in accordance with the provisions set forth herein below. Tenant further covenants and agrees to pay, as hereinafter set forth, common area costs and expenses, tax impositions, insurance costs, late charges, and other charges required to be paid by Tenant by the provisions of this Lease, all of which are hereinafter sometimes collectively referred to as "costs" and shall not be deemed a part of rent. Such costs shall, for the purposes of the default provisions hereof, be deemed additional rent due from Tenant and any default in the prompt payment thereof shall entitle Landlord to exercise any or all of the remedies provided for herein and at law or at equity, on account of Tenant's failure to pay rent. It is further agreed that such costs shall not be deemed rent as that term is construed relative to government wage, price and rent control or analogous governmental actions affecting the amount of rent which Landlord may charge Tenant. For the purposes of this Lease, the term Tenant's Proportionate Share shall mean (for each calendar year during the term of this Lease during which Tenant is required to make a specified payment of common area costs and expenses and insurance costs) the total costs of said costs for the Property multiplied by a fraction the numerator of which is the Area of the Premises and the denominator of which is the total square footage of the Property.

2.01 Base Rent. Tenant shall pay to Landlord without notice or demand during the Term, at the Address of Landlord or at such other place as Landlord may direct from time to time by notice to Tenant, the Annual Base Rent in equal monthly installments of the Monthly Base Rent as set forth in the Fundamental Lease Provisions together with all rent and use taxes, payable in advance on or before the first day of each calendar month during the Term, without abatement, offset or deduction of any kind or for any reason. Installments of Base Rent due for any period less than one (1) calendar month for which Tenant is obligated to pay rent shall be prorated on a per diem basis with respect to such fractional calendar months.

2.03 Utilities.

(a) Tenant shall promptly pay for all utilities and other services (including, but not limited to, water, sewer service charges, or trash removal, fuels, including natural gas, and electricity, including electricity for any cooling and heating in the Premises) furnished to and/or used in or at the Premises for any purpose. Landlord may, if it so elects, furnish one or more of said utility services to Tenant, provided that the furnishing thereof by Landlord is not prohibited by law, rule or regulation of such utility or of any governmental agency having jurisdiction with respect thereto, and, in such event, Tenant shall purchase the use of such service as it is tendered and shall pay on demand as additional rent the rates established therefore by Landlord, which rates shall not exceed the rates which would have been charged for the same service if furnished by the appropriate local utility company. Landlord may at any time discontinue the furnishing of any one or more of such utility services without obligation to Tenant other than to permit Tenant to connect the Premises to the public utility, if any, furnish such discontinued service.

(b) Landlord shall not be liable for any interruption or curtailment whatsoever in the furnishing of utility services or other services to the Premises whether or not the same are furnished by Landlord, which is due to fire, accidents, strikes, acts of God or other casualties, conditions or causes beyond Landlord's control or which is necessary or proper in order to make alterations, improvements or repairs. Landlord reserves, and shall at all times have, the right to cut off and discontinue on ten (10) days; written notice to Tenant all utility services in the event Tenant have failed to pay amounts due from Tenant to Landlord under any provision of this Lease and fails to cure such default within said ten (10) day notice per:

2.04 Amounts Due Upon Termination. Notwithstanding any expiration or termination of this Lease (except in the case of cancellation by mutual agreement), Tenant's obligation to pay Base Rent and utility charges under this Lease shall continue and shall cover all periods up to the Lease Expiration Date. Tenant's obligation to pay any and all such amounts under this Lease and Landlord's and Tenant's obligations to make the adjustments referred to above shall survive any expiration or termination of this Lease.

2.05 Security Deposit. Tenant has concurrently with the execution of this Lease, deposited with the Landlord the sum set forth for the Security Deposit in the Fundamental Lease Provisions as security for the full and faithful performance of each and every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease by it to be performed, Landlord may, in addition to any other remedy it may have, use, apply or retain all or any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any proportion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform each provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant only upon the expiration of the full stated term of this Lease and after payment by Tenant of all sums due or to become due Landlord under any provisions of this Lease, it being the intention of the parties that such sum of money shall secure Landlord not only as to default by Tenant prior to termination but as to any deficiency in sums to be paid by Tenant to Landlord for the full stated term hereof. In the event of a sale, lease or other transfer of the Property, Landlord shall have the right to transfer the Security Deposit to the vendee, lessee or transferee, and Landlord shall thereupon be released from all liability for the return of such Security Deposit; and this provision shall apply to every transfer or assignment made of the Security Deposit to a new landlord. The Security Deposit shall not be assigned or encumbered by Tenant without the written consent of Landlord, and any such assignment or encumbered by Tenant without the written consent of Landlord, and any such assignment or encumbrance shall be void.

ARTICLE III

TENANT COVENANTS

3.01 Use. Tenant shall not use, occupy or operate the whole or any part of the Premises for any purpose other than that set forth under Permitted Use in the Fundamental Lease Provisions; nor shall Tenant permit the same to be used for any other purpose. Tenant shall further use the Premises in accordance with the Rules and Regulations from time to time adopted by Landlord and in such manner as will not interfere with or infringe on, the rights of other tenants in the Property. A copy of such Rules and Regulations presently in effect are attached hereto as Exhibit A and by this reference made a part hereof. Tenant shall not use or occupy the Premises in violation of any law, ordinance, regulation or other directive of any governmental authority having jurisdiction hereof, nor permit a nuisance to be created or maintained therein. Tenant shall not use the Premises in such a fashion as to increase the existing rate of insurance upon the Property, nor cause a cancellation of any insurance policy thereon. During the term hereof, Tenant shall be in use and occupancy and operation of the entire Premises, and shall not vacate or abandon the Premises to allow the same to appear vacated or abandoned.

3.02 Painting and Decorating. Tenant shall paint and keep the Premises, including the storefront thereof, in good repair, but Tenant shall not paint or change the decorative or architectural treatment of the storefront, the interior or the exterior of the Premises without Landlord's written consent. Tenant shall promptly remove, upon order from Landlord, any decoration or architectural change which has been applied to, or installed upon, the Premises without Landlord's written consent or take such other action with reference thereto as Landlord may direct.

3.03 Signs and Displays. Tenant shall not place or permit to be placed or maintain any sign, awning, advertising matter, decoration, lettering, or other thing of any kind on the interior or the exterior of the Premises or on the glass of any window or door of the Premises without first obtaining Landlord's written approval thereof. Tenant shall promptly remove, upon order from Landlord, any sign, awning, advertising matter or other thing of any kind which has been applied to, or installed upon, the interior or exterior of the Premises without Landlord's written consent or take such other action with reference thereto as Landlord may direct. Tenant agrees to maintain such sign, awning, canopy decoration, lettering, advertising matter, or other things as may be approved by Landlord in its sole discretion, in good condition and repair at all times. Tenant shall keep insured and shall maintain such signs in good condition and repair at all times. If any damage is done to Tenant's signs, Tenant shall repair same within five (5) days or Landlord shall have the right to repair such signs and bill Tenant for the cost of repairs. Tenant shall be fully responsible and liable for the maintenance and lighting of all its exterior signs, any damage to the exterior walls to which a sign may be attached, including, but not limited to, rust stains and structural cracking of the fascia caused by Tenant's use of such sign, shall be repaired by Tenant at his own cost.

3.04 Rubbish Removal. Tenant, at its own expense, shall keep the Premises clean, both inside and outside, and shall remove all rubbish, garbage and other refuse from the Premises and place it in containers which shall be provided by Tenant and located by Landlord within the Property.

3.05 Passageways. Tenant shall neither encumber nor obstruct the passageways adjoining the Premises or in other areas of the Property, nor allow the same to be obstructed or encumbered in any manner, including, but not limited to the use of same for displays, or advertising.

3.06 General Insurance Requirement. During the Term, Tenant shall, at its own cost and expense, carry with companies satisfactory to Landlord, comprehensive public liability insurance in the joint names of Landlord and Tenant covering the Premises and the use and occupancy thereof in such amount or amounts as may be reasonably required by Landlord from time to time but in no event less than Two Million Dollars (\$2,000,000.00) combined single limit for any one occurrence. Tenant shall also keep in force, at its own cost and expense as set forth herein, fire, extended coverage, and water damage insurance insuring the Tenant's property including, but not limited to, betterments and improvements made by Tenants, Tenant's inventory, furnishings and other personal property whether or not removable by Tenants, in an amount sufficient to cover the full replacement cost of such property. Tenant hereby waives any claim or right of action which it may have against Landlord for loss or damage covered by any insurance required to be maintained by it pursuant to the terms of this Lease and covenants and agrees that it will obtain a waiver in writing from the carrier of such insurance releasing such carrier's subrogation rights as against Landlord. In addition, Tenant shall keep in force workman's compensation or similar insurance to the extent required by law. Tenant shall deliver said policies or certificates thereof to Landlord before entering the Premises; and thereafter thirty (30) days prior to the expiration of any existing policy of insurance. Should Tenant fail to obtain or maintain in effect the insurance called for herein or to pay the premiums therefore or to deliver said policies, certificates or duplicates thereof to Landlord, Tenant shall indemnify and hold Landlord harmless from all loss or damage incurred by Landlord arising out of such failure; and Landlord may, at its election and in addition to any other remedy available to Landlord, procure said insurance and pay the requisite premiums therefore, in which event Tenant shall pay to Landlord on demand as additional rent all sums so expended by Landlord. Tenant shall cause each insurer under the policies required hereunder to agree by endorsement on the policy issued by it or by independent instrument furnished to Landlord that it will give Landlord thirty (30) days prior written notice before the policy or policies in question shall be altered or canceled.

3.07 Plate Glass. Tenant shall replace, at its sole cost and expense, any and all plate and other glass in or about the Premises damaged or broken from any cause whatsoever.

3.08 Insurance Restrictions. Tenant shall not, without Landlord's written consent, use the Premises or the Property in any manner which will increase the insurance premium costs or invalidate any insurance policies carried on the Premises or on other parts of the Property, nor shall Tenant do or cause to be done or permit or keep on the Premises or in the Property anything which will have a like effect upon any such insurance policies. If, because of anything done, caused to be done, permitted or omitted by Tenant or its agents, servants, employees (whether or not acting in the scope and course of their employment), licensees, assignees or under tenants, the premium rate for any kind of insurance in effect on the Property or any part thereof shall be raised, or if Landlord

should consent to a use or occupancy of the Premises by Tenant which shall cause an increase in the premium rate for such insurance, Tenant shall pay Landlord on demand as additional rent the amount of any such increase in premium which Landlord shall pay for such insurance. If Landlord shall demand that Tenant remedy such condition which caused any such increase in an insurance premium rate, unless Landlord has otherwise consented to the condition in writing, Tenant shall remedy such condition within five (5) days after receipt of such demand. All property kept, stored, maintained or permitted within the Premises by Tenant shall be at Tenant's sole risk.

3.09 Indemnification of Landlord.

(a) Tenant agrees to indemnify and defend Landlord and to save harmless Landlord, and the tenants, licensee, invitees, agents, servants and employees of Landlord against and from any and all claims by or on behalf of any person, firm or corporation arising by reason of injury to person or property occurring on the Premises or by reason of any breach, violation or nonperformance of any covenant in this Lease on the part of Tenant to be observed or performed, and also by reason of any matter or thing growing out of the occupancy or use of the Premises by Tenant or anyone holding or claiming to hold through or under Tenant. Tenant agrees to pay Landlord promptly for all damage to the Property or the Premises and for all damage to tenants or occupants of the Property caused by Tenant's misuse or neglect of the Property or of the Premises or of its or their apparatus and appurtenances and Tenant agrees in any event to reimburse and compensate Landlord as additional rent within five (5) days of rendition of any statement to Tenant by Landlord for expenditures made by Landlord or for fines sustained or incurred by Landlord due to nonperformance or noncompliance with or breach or failure to observe any term, covenant or condition of this Lease upon Tenant's part to be kept, observed, performed or complied with. Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Property or by any owner or occupancy of adjoining or contiguous property. Neither Landlord nor its agents shall be liable to Tenant or to any person, firm or corporation claiming through or under Tenant for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, glass, electricity, water, rain or snow or leaks from any part of the Property or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by other cause of whatever nature, unless caused by or due to the negligence of Landlord, its agents, servants or employees acting in the course and scope of their employment. Landlord shall not be liable to Tenant or to any person, firm or corporation claiming through or under Tenant for any latent defects in the Premises or in the Property.

(b) That the tenant will and shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires at Tenant's own cost and expense.

3.10 Alterations by Tenant.

(a) Tenant shall make no alterations, additions or improvements to the Premises or to the exterior, or the structure thereof or the signs thereon without the prior written consent of Landlord. Any request by Tenant for Landlord's consent to any such proposed alterations, additions and improvements shall in each instance be accompanied by plans and specifications for the proposed work prepared and submitted to Landlord in accordance with such requirements as Landlord may reasonably impose. All such alterations, additions and improvements (excluding personal property and movable business fixtures of Tenant no part of the cost of which shall have been paid by Landlord) made by, for or at the direction of Tenant, shall become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Lease or at such time as Landlord shall re-enter and take possession of the Premises without terminating this Lease pursuant to the provisions of 4.02 hereof; provided, however, that Landlord shall have the right to require Tenant to remove any of such alterations, additions, or improvements and to restore the Premises to the condition in which they were at the commencement of Tenant's occupancy thereof and such right shall be exercised by Landlord by giving notice to Tenant at any time prior to or not later than thirty (30) days after the expiration or earlier termination of this Lease. Upon receipt of such notice, Tenant, at Tenant's sole cost and expense, shall comply with the requirements specified in such notice on or before the expiration or earlier termination of the Lease or within five (5) days after receipt of such notice by Tenant, whichever is later.

(b) Tenant shall make no penetration of any floor, wall, overhead structure or roof of the Premises or any other part of the Property without Landlord's prior written consent to the plans and specifications therefore and for the repair of each such penetration all in such detail as Landlord may require. Subject to such consent and to Tenant's compliance with such other requirements as Landlord may impose, Tenant shall make and repair any such penetration in strict compliance with the approved plans and specifications and Landlord's requirements with respect thereto. Landlord shall have no obligation to consent to any such penetration; but, if it shall so consent, then notwithstanding such consent, Tenant shall indemnify and hold Landlord harmless from

any damage, loss, cost or expense arising out of the existence of any such penetration even if the same was made and required in compliance with plans, specifications and requirements approved by Landlord.

(c) Landlord shall have no obligation to make any alterations, improvements or repairs to the Premises other than those, if any, herein specifically provided for.

(d) Tenant shall indemnify and hold Landlord harmless from any and all claims for loss or damages or otherwise based upon or in any manner growing out of any alterations or construction undertaken by Tenant, including all costs, damages, expenses, court costs and attorney's fees incurred in or resulting from claims made by any person or persons.

3.11 Repairs and Maintenance by Tenant. Tenant shall, at Tenant's own cost and expense, keep and maintain the Premises and appurtenances thereto (including replacements as necessary), the immediate areas in front, behind and adjacent to the Premises, exterior entrances, all glass and show windows, molding and bulkheads, and all partitions, doors, floor surfaces, fixtures, equipment and appurtenances thereof in a satisfactory condition of cleanliness and every part thereof, in good order and repair except portions of the Premises to be repaired by Landlord pursuant to Section 9.01 hereof. . Tenant shall repair, replace and maintain fire extinguisher and other fire prevention equipment. In addition, throughout the term of this Lease, Tenant shall enter into and maintain, at its expense, a pest control contract with a pest control contractor approved by Landlord which contract shall provide for and Tenant shall, through such contractor, perform or cause to be performed, not less frequently than quarterly, routine pest control service and examination of and preventive treatment for vermin, insects and wood destroying organisms. All damage or injury to the Premises or the Property, or the common areas, caused by any act or negligence of Tenant, its agents, employees, licensee, invitees or visitors, shall be promptly repaired by Tenant. Landlord may make such repairs which are not promptly made by Tenant and charge Tenant for the cost thereof, and Tenant hereby agrees to pay such amount to Landlord together with interest thereon at the highest legal rate not to exceed eighteen (18%) percent per annum from the date of such repairs as additional rent on demand. Tenant shall have no right to make repairs at the expense of Landlord, or to deduct the cost thereof from the rent due hereunder.

3.12 Transfer, Assignment and Subletting. Tenant shall not sell, pledge or hypothecate this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord in each such instance. Consent of Landlord to one assignment or subletting shall not destroy or operate as a waiver of the prohibitions contained in this section as to future assignments or subleases and all such later assignments or subleases shall be made only with Landlord's prior written consent. In the event any assignment of this Lease or subletting of the Premises or any part thereof is made by Tenant whether or not the same is consented to by Landlord, Tenant shall remain liable to Landlord for payment of all rent herein provided for and for the faithful performance of all of the covenants and conditions of this Lease by an assignee or sublessee to the same extent as if the Lease had not been assigned or the Premises sublet. If this Lease shall be assigned or the Premises or any portion thereof sublet by a rental that exceeds all rentals to be paid to Landlord hereunder, attributable to the Premises or portion thereof so assigned or sublet, then and in such event fifty (50%) percent of any rental paid by Sub lessee in excess of the rental paid by Tenant hereunder for such subleased space, shall be paid to the Landlord as additional rental under this Lease. Any and all reasonable attorney's fees incurred by Landlord in conjunction with an assignment or subleasing shall be paid by Tenant prior to Landlord's consent. If Tenant shall request Landlord's consent to an assignment of this Lease or a subletting of the Premises or any portion thereof, it shall do so by written notice to Landlord naming the proposed assignee or subtenant, designating any portion of the Premises to be sublet and setting forth the other terms and conditions of such proposed assignment or subletting. Thereupon, and at any time thereafter, Landlord shall, at its election upon notice to Tenant and without limitation, have the right to refuse to consent to such subletting or assignment; or enter into a direct lease with such proposed assignee or subtenant; and/or terminate this Lease as to the portion of the Premises designated in such notice from Tenant to Landlord, the area of the Premises shall be reduced by the area of the portion of the Premises so designated by Tenant, the Rent shall each be reduced in the same proportion as the area of the Premises shall be reduced, and Tenant shall upon request of Landlord execute an instrument in recordable form prepared by Landlord documenting the same.

ARTICLE IV **DEFAULTS OF TENANT**

4.01 Events of Default. This Lease is made upon the condition that Tenant shall punctually and faithfully perform all of the covenants, conditions and agreements by it to be performed as in this Lease set forth. The following shall each be deemed to be an event of default (each of which is sometimes referred to herein as an "Event of Default"):

(i) if Tenant shall fail to pay rent or any other charge or sum to be paid by Tenant to Landlord when due in accordance with the terms of this Lease, and such default shall continue for a period of three (3) days; or

(ii) if Tenant shall fail to keep or perform or abide by any other requirement, term, condition, covenant or agreement of this Lease or of the Rules and Regulations now in effect or hereafter adopted or of any notice given Tenant by Landlord pursuant to the terms of this Lease and such default shall continue for a period of ten (10) days after notice to Tenant of such default; or

(iii) if Tenant (or, if Tenant is a partnership, if any partner in Tenant) or any guarantor of this Lease shall file a petition in bankruptcy or take or consent to any other action seeking any such judicial decree or shall file any debtor proceeding or a petition for an arrangement or for corporate reorganization or shall make any assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due or if any court of competent jurisdiction shall enter a decree or order adjudicating it bankrupt or insolvent or if any trustee or receiver for Tenant or for any substantial part of its property be appointed or if any person shall file a petition for involuntary bankruptcy against Tenant and such appointment or petition shall not be stayed or vacated within sixty (60) days of entry thereof or if Tenant's interest hereunder shall pass to another by operation of law in any other manner; or

(iv) if Tenant's interest in this Lease or the Premises shall be subjected to any attachment, levy or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within fifteen (15) days of entry thereof; or

(v) if Tenant shall vacate or abandon the Premises or shall fail to strictly comply with its agreement in Section 3.01 above, or

(vi) if Tenant fails to timely execute and deliver the instruments referenced in Article V, or

(vii) if Tenant fails to timely execute and deliver the Estoppel Certificates referenced in Article V, or

(viii) if Tenant has in its application or request to enter into this Lease, made any intentional material misrepresentations or untruthful statement.

4.02 Remedies Upon Default. Landlord may treat any Event of Default as a breach of this Lease. Landlord's failure to insist upon strict performance of any covenant, term or condition of this Lease or to exercise any right or remedy it has herein shall not be deemed a waiver or relinquishment for the future of such performance, right or remedy. In addition to any and all other rights or remedies of Landlord in this Lease or by law or in equity provided, Landlord shall have the following rights and remedies if any Events of Default shall occur:

(i) Landlord shall have the right to continue this Lease in full force and effect, and the right to enter the Premises without notice to vacate (any right to which is hereby waived by Tenant) and terminate Tenant's possession of the Premises (and Tenant's right to possess same) and relet the same, including without limitation the right to change any or all locks on the Premises and remove all persons and all property therefrom, by any suitable action or proceeding at law, or by force or otherwise, all without being liable for forcible entry, trespass, or other tort and without being liable for any prosecution therefrom or damages resulting therefrom. Tenant shall be liable immediately to Landlord for all costs Landlord shall incur in reletting the Premises and Tenant shall pay to Landlord all rent and other charges due under this Lease on the date that the same are due, less the rent Landlord receives from any reletting.

(ii) Landlord, with or without terminating this Lease, may immediately, or at any time thereafter, re-enter the Premises and cure any Event of Default and/or correct or repair any condition which shall constitute a failure on Tenant's part to perform any obligation to be performed by it under this Lease and Tenant shall pay Landlord on demand any and all costs of expenses paid or incurred by Landlord in making any such cure, correction or repair.

(iii) No course of dealing between Landlord and Tenant or any delay on the part of Landlord in exercising any rights it may have under this Lease shall operate as a waiver of any of the rights of Landlord hereunder nor shall any waiver of a prior default operate as a waiver of any subsequent default or defaults and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

(iv) In the event of any re-entry of the Premises and/or changing of the locks on the Premises and/or termination of this Lease by Landlord pursuant to any of the provisions of this Lease, Tenant hereby waives all claims for damages which may be caused by such re-entry or changing of locks or termination by Landlord, and Tenant shall defend and hold Landlord harmless from any loss, cost (including legal expenses and reasonable attorneys' fees) or damages suffered by Landlord by reason of such re-entry

or changing of locks or termination and no such re-entry or changing of locks or termination shall be considered or construed to be a forcible entry.

4.03 Damages Upon Termination. If Landlord elects to terminate this Lease as provided hereinabove, Landlord may recover from Tenant damages computed in accordance with the following formula in addition to its other remedies:

- (i) the worth at the time of judgment of any unpaid rent (and any additional sum) which has been earned at the time of such termination; plus
- (ii) the worth at the time of judgment of the amount by which the unpaid rent (and any additional sum payable hereunder) which would have been earned after termination until the time of judgment exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus
- (iii) the worth at the time of judgment of the amount by which the unpaid rent (and any additional sum payable hereunder) for the balance of the Term after the time of judgment exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
- (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom including, without limitation, the cost of repairing the Premises and reasonable attorneys' fees; plus
- (v) at Landlord's election, such other amounts in addition to, or in lieu of, the foregoing as may be permitted from time to time by applicable law. Damage shall be due and payable from the date of termination. As used in this Section, the phrase "worth at the time of judgment" is computed by adding to the past rent due or discounting from unpaid future rent interest at the rate of eighteen percent (18%) per annum (herein called the "Default Rate").

4.04 Landlord's Self-Help. In addition to Landlord's rights of self-help set forth elsewhere in this Lease, if Tenant, at any time, fails to perform any of its obligations under this Lease in a manner reasonably satisfactory to Landlord, 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 in the event of an emergency, in which case 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. In such event, Landlord's costs and expenses incurred with respect thereto shall be paid for by Tenant as Additional Rent immediately upon demand therefore, with interest thereupon, at the Default Rate and including the date Landlord performs such work. The performance by Landlord of any such obligation shall not constitute a release of waiver of Tenant therefrom.

ARTICLE V SUBORDINATION AND ATTORNMEN

5.01 Subordination of Lease to Mortgage, Mortgagee, Estoppel

(a) This Lease is and shall be subject and subordinate to any mortgage, deed of trust or other lien created by Landlord, whether presently existing or hereafter arising upon the Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Premises, or the Building as a whole, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may requests, provided such instrument includes a non-disturbance clause in Tenant's favor. In addition, all leases of portions of the Building are and shall remain subordinate to such permanent lender(s) mortgage.

(b) Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request an estoppel certificate substantially in the form of annexed hereto, (or in such other form as Landlord or lender may reasonably require provided same does not alter the terms of Lease herein) in recordable form 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 so modified) stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default), and further stating such other matters as Landlord or its mortgagee(s) shall reasonably require. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Building

of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by Landlord covering the Premises attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

5.02 Tenant's Attornment. In the event of sale or assignment of Landlord's interest in the Premises or in the event the Landlord mortgages the Premises or Property or in the event of any proceeding brought for the foreclosure of the Property in the event of the exercise of the power of sale under any mortgage or deed of trust covering the Premises or in the event of termination of any lease in a sale-leaseback transaction wherein Landlord is the lessee, Tenant shall attorn to and recognize such purchaser or assignee or mortgagee as Landlord under this Lease.

5.03 Instruments to Carry Out Intent. From time to time and within ten (10) days after request in writing therefore from Landlord, Tenant agrees that, upon the request of Landlord or any such lessor, mortgagee or trustee, Tenant shall execute and deliver whatever instruments may be required for such purposes and to carry out the intent of this Article. In the event Tenant fails to do so within ten (10) days after request in writing, such failure shall be a default, and in addition to the other remedies herein, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact, coupled with an interest, in its name, place and stead to sign and deliver such instruments as if the same had been signed and delivered by Tenant.

ARTICLE VI

ESTOPPEL CERTIFICATE

6.01 Tenant's Agreement to Deliver. From time to time and within ten (10) days after request in writing therefore from Landlord, Tenant agrees to execute and deliver to Landlord, or to such other addressee or addressees as Landlord may satisfactory to Landlord, certifying to all information as is requested by Landlord.

6.02 Failure of Tenant to Provide. In the event that Tenant fails to provide an estoppel certificate as required in Section 6.01 above within ten (10) days after Landlord's written request therefore, such failure shall be a default, and in addition to the other remedies herein, Tenant does hereby irrevocably appoint Landlord as attorney-in-fact of Tenant, coupled with an interest, in Tenant's name, place and stead to sign and deliver the estoppel certificate as if the same had been signed and delivered by Tenant.

ARTICLE VII

MECHANIC'S LIENS

7.01 No Liens Permitted. Tenant will not permit to be created, or to remain undischarged, any lien, encumbrance or charge (arising out of any work done or materials or supplies furnished by a contractor, subcontractor, mechanic, laborer or materialmen or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant) which might be or become a lien or encumbrance or charge upon the Property or any portion thereof or the income therefrom. Upon request of Landlord, Tenant and Landlord shall file a record of lien prohibition notice prohibition in the public records whereby costs of the filing shall be borne by tenant. Tenant will not suffer any other matter or thing whereby the estate, rights and interests of Landlord in the Property or any portion thereof might be impaired. If any lien or notice of lien on account of an alleged debt of an alleged debt of Tenant or Tenant's contractor to work on the Premises shall be filed against the Property or any portion thereof, Tenant shall, within ten (10) days after demand from Landlord, cause the same to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien or notice of lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Land so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount paid by Landlord and all costs and expenses, including attorney's fees, incurred by Landlord in connection therewith, shall constitute Additional Rent payable by tenant under this Lease and shall be paid by Tenant to Landlord's demand. Nothing herein contained shall obligate Tenant to pay or discharge any lien created by Landlord.

7.02 Prompt Payment. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or Tenant's contractor in the Premises. No work which Landlord permits Tenant to do shall be deemed to be for immediate use and benefit of Landlord so that no mechanic's or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises.

7.03 Posting of Notices. Landlord shall have the right to post and keep posted in the Premises notices of non-responsibility, or such other notices as Landlord may deem to be proper for the protection of Landlord's interest in the Premises.

ARTICLE VIII
COMMON AREAS

8.01 Use of Common Area. As long as Tenant is not in default hereunder, Tenant shall be entitled to the use, in accordance with the rules and Regulations contained in Exhibit A and in common with other tenants, the common areas of the Property, as same may be constituted from time to time; provided that the Landlord may amend Exhibit A and make or grant such departure therefrom at such times and in such manner as Landlord in its sole discretion may deem appropriate; and further provided that the use of the common areas by Tenant shall be subject to the terms and conditions contained herein and to such other reasonable rules and regulations for the use thereof as may be prescribed by Landlord from time to time.

8.02 Alteration of Common Area. It is acknowledged and agreed that Landlord may, in its sole discretion, at any time or from time to time, rearrange or alter or modify the common areas or any part thereof provided only that after any such change the common areas then available for Tenant's use shall be substantially equivalent to those so available prior to such change.

8.03 Employee Parking. Tenant agrees that it shall cause all of its employees, agents and contractors to utilize that portion of the parking areas of the Property designed by Landlord for employee parking from time to time and shall prohibit such persons from using other parking areas of the Property.

ARTICLE IX
LANDLORD OBLIGATIONS

9.01 Repairs by Landlord. Landlord agrees to keep in good order the common areas of the Property (exclusive or any plate or other glass in or about the Premises) provided that the cost of the same shall be included in common area costs and expenses. Except as otherwise provided in this Lease, Landlord gives to Tenant exclusive control of the Premises and shall be under no obligation to inspect or repair any part of said Premises. Tenant shall at once report in writing to Landlord any defective conditions known to Tenant which Landlord is required to repair, and failure to so report such defective condition shall make Tenant responsible to Landlord for the repair of such defective condition and for any liability, cost or expense incurred by Landlord by reason of failure to so report such defective condition. Landlord shall have a reasonable time after receipt of notice from Tenant to commence and complete repairs required of Landlord.

9.02 Damage or Destruction.

(a) In the event that before or during the term of this Lease, the Premises or the Property shall be damaged by fire or other casualty which renders the Property, the Premises or any part of the Property or the Premises un-tenantable, Landlord within thirty (30) days of such fire or casualty or of receipt of written notice from Tenant of such damage (whichever shall last occur) shall have the right to either (i) serve written notice upon Tenant of Landlord's intent to repair said damage or (ii) if said damage renders so much of either of the Premises or of the Property un-tenantable that repair would not be feasible as determined in Landlord's sole discretion, or if said damage shall have been occasioned by the act of omission of Tenant, its invitees, servants, agents or employee, serve written notice upon Tenant that this Lease is terminated. If Landlord shall so terminate this Lease, such termination shall be effective as of the date therefore set forth in Landlord's notice to Tenant. If Landlord shall elect to repair such damage, such repairs shall be commenced within thirty (30) days of notice to Tenant of such election and such repairs shall be completed within one hundred eighty (180) days of notice to Tenant of such election. During the period of repair, the Rent shall be reduced to an amount which bears the same ratio to the same as the portion of the Premises then available for use bears to the entire Premises. Upon completion of such repair, the Rent and such charges shall thereafter be paid as if no fire or casualty had occurred.

(b) The other provisions of this Section 9.02 notwithstanding, Landlord shall have no obligation to replace or repair any property in the Property or on the Premises belonging to Tenant or to any one claiming through or under Tenant nor shall Landlord have any obligation hereunder to replace or repair any property on the Premises which Landlord shall have the right to require Tenant to remove from the Premises or any alteration, addition or improvement made to the Premises by, for, or at the direction of Tenant.

9.03 Condemnation. In the event the whole or any part of the Property shall be taken by eminent domain or in any

manner for public use, the Landlord may, at its option, terminate this Lease and the estate hereby granted by giving written notice of such termination to Tenant, and upon the giving of such written notice by Landlord the estate hereby granted and all rights of Tenant hereunder shall expire as of the earlier of the date when title to or the right to possession of the Property or a part thereof shall vest in or be taken by public authority as aforesaid; and any rent or other charges paid for any period beyond said date shall be repaid to Tenant. Tenant shall not be entitled to any part of any award or payment which may be paid to Landlord or made for Landlord's benefit in connection with such public use and Tenant shall have no claim or rights as against Landlord for the value of any unexpired term of this Lease. Tenant may, however, claim and receive from the condemning authority, if legally payable, compensation for Tenant's relocation costs and/or business interruption provided that the same shall not reduce amounts otherwise payable to Landlord. It is agreed, however, that the widening of streets abutting the land shall not affect this Lease, provided that no part of the Property is so taken.

9.04 HVAC Systems at the Premises. Except for the Tenant's HVAC Contribution, Landlord shall, at its cost, maintain, repair and replace (when necessary) the HVAC Systems at the Premises. Landlord or its agents will coordinate HVAC Systems maintenance, repair and replacement. The maintenance agreement for the HVAC Systems will be with a licensed HVAC contractor designated by Landlord or its agent (which may be an affiliate of the property manager), which maintenance agreement shall require no fewer than two (2) maintenance visits by the HVAC contractor per year.

9.05 Quiet Enjoyment and Transfer of Tenant. Tenant shall, subject to the provisions hereof and of Section 5.01 dealing with subordination, peaceably and quietly enjoy the Premises during the term hereof without hindrance or interruption by Landlord so long as Tenant performs and observes all of the terms, covenants and conditions to be performed and observed by Tenant hereunder and pays all sums due from Tenant for rent, additional rent, costs, charges or reimbursement or for sums advanced by Landlord on Tenant's behalf in accordance with the provisions hereof; provided, however, Landlord shall have the right, after having given Tenant thirty (30) days written notice of its intention to do so, to transfer and remove Tenant and all property in the Premises from the Premises to any other available premises in the Property substantially equal in size and area. Landlord shall bear the expense of any renovations or alterations necessary to make the new space substantially conform in layout and appointment with the original Premises.

ARTICLE X

ADDITIONAL COVENANTS

10.01 Right of Entry. Landlord shall have the right to enter and to grant licenses to enter and/or pass through the Premises at any time and for such lengths of time as Landlord shall deem reasonable (a) to inspect the Premises; (b) to exhibit the Premises to prospective tenants or purchasers of the Property; (c) to make alterations or repairs to the Premises or to the Property (including the installation and repair of utility lines, including sprinkler lines, which may pass through the Premises to service other areas of the Property) and to store necessary materials, tools and equipment for such alterations or repairs; (d) for any purpose which Landlord deems necessary for the operation and maintenance of the Property and the general welfare and comfort of its tenants; (e) for the purpose of removing from the Premises any placards, signs, fixtures, alteration or additions not permitted by this Lease, or (f) to abate any condition which constitutes a violation of any requirement, covenant or condition of this Lease or of the Rules and Regulations or of any notice given Tenant by Landlord in accordance with the terms of this Lease. No such entry by Landlord shall in any manner affect Tenant's obligations and covenants under this Lease and no such entry shall of itself render Landlord liable for any loss of, or damage to, the property of Tenant.

10.02 Surrender of Premises. At the end of the Term or upon any earlier termination of this Lease or Tenant's right to possess the Premises, Tenant shall vacate and surrender possession of the Premises to Landlord broom clean and in good order and condition as the Premises were at the time Landlord shall have delivered possession thereof to Tenant, ordinary wear and tear, damage by fire or other casualty not caused by Tenant, its servants, agents or employees and (subject to the provisions of Section 3.10 of this Lease) alterations, additions and improvements to the Premises consented to in writing by Landlord excepted. Tenant shall have no right (except as it may be obligated to do so pursuant to Section 3.10 hereof) to remove any betterments and improvements whether made by Tenant or Landlord including, but not limited to, floor and wall coverings, lighting, cooling and ventilating, plumbing and other such fixtures, partitions, alterations, improvements, systems and all such similar apparatus and equipment. If not in default, Tenant shall, however, have the right at the end of the term hereof, to remove any furniture, trade fixtures or other personal property placed in the Premises, provided that Tenant promptly repairs any damage to the Premises caused by such removal and provided further that all such removal and/or repairs are completed by the normal expiration date of the Term.

10.03 Late Charges. In the event that Tenant fails to pay a sum due under any provisions of this Lease (including, without limitation, rentals, costs, charges, additional rentals or reimbursements) when due as herein provided, then, such sum shall bear interest at the highest legal rate not to exceed eighteen percent (18%) per annum calculated from said due date. The payment of

such interest shall not excuse or cure any default by Tenant under this Lease. Tenant shall, in addition, pay a late charge of \$50.00 for processing of late payments; it being understood that a payment shall be considered late if not received by Landlord when due in accordance with the terms of this Lease. Such interest and late charges shall be considered additional rental under the provisions hereof, the non-payment of which shall be considered a default on the part of Tenant and shall entitle Landlord to exercise all of its rights and privileges hereunder.

10.04 All Notices in Writing. Any notice or demand or statement which by any provision of this Agreement is required or allowed to be given by either party to the other shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered either by personal delivery with a signed receipt, messenger delivery with a signed receipt or forty-eight (48) hours after being mailed by certified mail, return receipt requested, full postage prepaid and addressed (a) if to Tenant, to the Premises of Tenant, and (b) if to Landlord, to the Address of Landlord or to such other place as Landlord may from time to time designate in a notice to Tenant. Tenant hereby appoints as its agent for service or process in all dispossession, distraint and summary ejectment proceedings which may be brought against it by Landlord, any employee of Tenant occupying the Premises; provided that if no employee of Tenant is occupying the Premises, then Tenant agrees that such service may be made by attachment thereof to the main entrance to the Premises.

ARTICLE XI MISCELLANEOUS

11.01 Attorney's Fees. Tenant shall pay reasonable attorney's fees of Landlord in the event Landlord is required to use the services of an attorney for the enforcement against Tenant of any of the terms, covenants or provision hereof.

11.02 Time of Essence. Each of Tenant's covenants herein is a condition and time is of the essence with respect to the performance of every provision of this Lease and the strict performance of each shall be a condition precedent to Tenant's rights to remain in possession of the Premises or to have this Lease continue in effect.

11.03 Holding Over. Should Tenant, with or without Landlord's written consent, hold over after the termination of this Lease, Tenant shall become a tenant at will and shall be bound by each and all of the terms herein provided as may be applicable to such tenancy at will. Any such holding over shall not constitute an extension of this Lease by law or otherwise. During such holding over, Tenant shall pay rent (including minimum rent, common area maintenance costs and expenses, tax impositions, insurance costs, promotional costs and other charges hereunder), at that rate equal to two hundred fifty percent (250%) of the rate or rates then applicable under the provisions of this Lease.

11.04 Waiver. No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent or continuing breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act by Tenant shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act. No agreement to accept Tenant's surrender of the Premises shall be valid unless in writing and signed by Landlord. No employee of Landlord or Landlord's agents shall have any power to accept the keys to the Premises prior to the termination of this Lease, and the delivery of the keys to any such employee shall not operate as a termination of the Lease or surrender of the Premises.

11.05 Successors and Assigns. Except as otherwise provided in this Lease, all of the covenants, conditions, and provisions of this Lease shall be binding upon, and shall inure to, the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns, when permitted hereunder; it is understood and agreed, however, that the term "Landlord", as used in this Lease, means only the owner or the lessor for the time being of the Property of which the Premises are a part, so that in the event of any sale or sales of said property or of any lease thereof, the Landlord named herein shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing thereafter; and it shall be deemed, without further agreement, that the purchaser or the lessor, as the case may be, has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder during the period such party has possession of the land and Property.

11.06 Headings, Captions and References. The article and section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The terms "Landlord" and "Tenant" as used herein shall include the plural as well as the singular, the neuter shall include the masculine and feminine genders and, if there be more than one tenant, the obligations herein imposed upon Tenant shall be joint and several.

11.07 Landlord and Tenant Relationship. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein,

know any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than set forth in Section 11.08 herein below.

11.08 No Estate by Tenant. This Lease shall create the relationship of Lessor and Lessee between Landlord and Tenant; no estate shall pass out of Landlord, and this Lease shall not be subject to levy and/or sale and shall not be assignable by Tenant except as provided in Section 3.12 hereof.

11.09 Delay in Delivery of Premises. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not be liable in any manner to Tenant for damages or any other claim resulting from failure to deliver the Premises or for any delay in commencing or completing any work Landlord is to perform regarding the Premises or with respect to the Landlord's Building, or any other part or all of the Property, and Tenant acknowledges that it has fully inspected the Premises and that the Premises are suitable for the use intended.

Tenant agrees that the Premises are now in a tenantable and good condition, and that Tenant is leasing the Premises "As Is" unless the Landlord is required to perform Landlord's Work as specified in Exhibit "B", and Tenant hereby waives all such liability; provided that in the event the Commencement Date shall not have occurred within six (6) months after the date hereof, then this Lease shall automatically become null and void (except that Landlord shall return to Tenant the Security Deposit) and both parties hereto shall be relieved of all obligations hereunder, in which event each party shall, at the other's request, execute an instrument in recordable form containing a release or surrender of all right, title and interest in and to this Lease.

11.10 Entire Agreement and No Offer. This Lease constitutes the entire agreement, intent and understanding between the parties hereto with respect to the subject matter hereof, and no prior or contemporaneous agreement or understanding with regard to any matter shall be effective for any purpose unless reduced in writing herein. No provision of this Lease (including this specific provision) may be amended or added to except by an agreement in writing signed by the parties hereto of their respective successors in interest. The submission of this Lease for examination or consideration by tenant shall not constitute an offer to lease by Landlord nor a reservation of space, and this Lease shall be effective only upon execution and delivery hereof by both Landlord and Tenant.

11.11 Representations. Tenant acknowledges that neither Landlord's agents, employees or contractors have made any representations or promises with respect to the Premises, the Property, or this Lease except as expressly set forth herein, and that Tenant shall have no claim, right or cause of action based on, or attributable to, any representation or promise allegedly made by Landlord, its agents, employees or contractors which is not expressly set forth herein.

11.12 Jurisdiction. The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Lease and the venue for any action involving this Lease shall be Lee County, Florida.

11.13 Landlord's Liability.

(a) Tenant shall look solely to the estate and property of Landlord in the Property for the satisfaction of Tenant's remedies for collection of a judgment or other judicial process requiring the payment of money by Landlord in the event of any default or breach by Landlord of any terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other property or assets of Landlord, its owners, managers, partners or agents shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies.

(b) Tenant agrees to indemnify and exonerate Landlord from any and all claims, demands and causes of action and any expenses incurred by the Landlord (including, without limitation, attorney's fees at trial and on appeal) in defense of such claims, demands and causes of action, arising during the term of this Lease, on or within the Premises or common areas or from any act or omission of the Tenant, Tenant's officers, its agents, contractors, representatives, employees, visitors, or persons of whatever kind, in connection with the Tenant's use of or operations in connection with said Premises or common areas.

(c) It is expressly agreed by the parties that Landlord shall not be liable for any damage, which may be sustained by Tenant, Tenant's agents, servants, employees, customers and invitees, or other persons, resulting from the intentional acts, carelessness, negligence or improper conduct on the part of Tenant or any other Tenants (or such Tenant's servants, employees, agents, guests or invitees), by reason of the breakages, leakage, or obstruction of the water, sewer or other pipes, or any other leakage or condition, of whatever nature or cause, in or about the Premises.

11.14 Execution By Agent. It is acknowledged and agreed that if this Lease is executed by an agent on behalf of Landlord, such agent is acting solely in his or its capacity as agent for Landlord; and neither such agent nor its officers, directors, shareholders or employees shall have any liability under this Lease for any act or omission of Landlord hereunder, and Tenant shall look solely to Landlord with respect to all covenants and agreements of Landlord contained herein.

11.15 Corporate Tenants. In the event Tenant is a corporation, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that: Tenant is a duly constituted corporation qualified to do business in the State of Florida; all Tenant's franchises and corporate taxes have been paid to date; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are duly authorized by the governing body of such corporation to execute and deliver this Lease on behalf of the corporation.

11.16 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Base Rent or any Additional Rent or other charge stipulated herein shall be deemed to be other than on account of the earliest stipulated Base Rent or Additional Rent or other charge, as the case may be, nor shall any endorsement or statement or any check or any letter accompanying any such check or payment 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 amount due or pursue any other remedy provided for in this Lease or available at law or in equity.

11.17 Recording. This Lease shall not be recorded. Contemporaneously with the execution of this Lease or at any time hereafter, at the request of either party herein, a Memorandum of Lease shall be executed by the parties hereto and recorded, with the cost of preparation and recordation of the said Memorandum to be borne by the party requesting the said Memorandum.

11.18 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 health department.

11.19 Hazardous or Toxic Materials. The Tenant shall not handle, store, transport or dispose of hazardous or toxic materials within the Premises or in or on the Property and its common areas without the written consent of the Landlord. If Tenant does, with or without the Landlord's knowledge or written consent, handle, store, transport or dispose of hazardous or toxic materials within the Premises or in or on the Property or its common area then the Tenant must handle, store, transport or dispose of said hazardous or toxic material in accordance with all applicable federal, state and local rules, regulations, ordinances and statutes and the Landlord specifically does not in this sentence waive the requirements of the preceding sentence.

11.20 Addresses. All notices given under this Lease to the Landlord shall be paid and given to **OAK & STONE PROPERTIES LLC 435 12th Street West Suite 206 Bradenton FL 34205**, or such other place as the Landlord shall specify in writing (or its successor in interest, if any). All notices given under this Lease to the Tenant or any assignee or sub-lessee of the Tenant shall be given at:

Any notice or consent required to be given by or on behalf of either party to the other shall be in writing and given by mailing such notice or consent by registered or certified mail, return receipt requested, or overnight courier addressed to the other party at the address herein provided or at such other address as may be specified from time to time in writing by either party. Any notice or consent given hereunder by either party shall be deemed effective when mailed or dispatched as aforesaid, but the time period in which to respond to any notice or consent shall commence to run on the date on which such notice or consent is actually received by the addressee. Refusal to accept delivery or inability to deliver due to an unnoticed change of address shall be deemed receipt thereof. Any notice properly mailed by certified mail, postage and fee prepaid, shall be deemed delivered when mailed, whether received or not.

11.21 Attorney's Fees and Collection Costs. Tenant agrees to pay the cost of collections and reasonable attorney's fees on any part of delinquent rental payments or other sum due hereunder that may be collected by efforts of an attorney-at-law or a collection agency. As to the enforcement of any of the provisions of this Agreement, the defaulting party shall be liable to the nondefaulting party for the nondefaulting party's attorney's fees and court costs at trial and on appeal. This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation concerning this Lease shall be commenced and maintained in the appropriate court in Lee County, Florida.

11.22 Rights Cumulative. The rights of the parties shall be cumulative. The failure of either party to insist on a strict performance of any provision herein is not a waiver of such provision in any other instance.

11.23 Waiver of Jury Trial. The parties (to the fullest extent permitted by law) waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters arising out of this Lease or the

relationship of Landlord and Tenant.

11.24 Recordation. This Lease or a notice thereof may be recorded, in the absolute and sole discretion of Landlord. **Grammatical Usage.** (a) Where the context requires, gender and number shall be deemed interchangeable. (b) If Tenant is composed of several persons, they shall be jointly and severally liable for the obligations of Tenant. If Tenant is a partnership, the partners as well as the partnership shall be jointly and severally liable for obligations of Tenant.

11.25 Provisions Severable. If any term or provisions of this Lease or the application thereof to any person or circumstance shall, to any extent be illegal, invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held illegal, invalid or unenforceable shall not be affected hereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. This Lease shall not be construed more strongly against any party regardless of who is more responsible for its preparation.

11.26 Captions. The captions contained herein are for convenience and reference only and shall not be deemed as part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.

11.27 Transfers by Landlord. Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building and the Premises referred to herein, and in such event and upon such transfer and the transfer of the Security Deposit, Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations.

11.28 Building Management during emergency situations. Tenant is aware and acknowledges that governmental orders and emergency situations could prohibit or restrict access to the premises and landlord and tenant are required to abide by such governmental orders without affecting the agreement herein or diminishing the rights and responsibilities of the parties herein except as required by law. Accordingly landlord may require tenants (their employees and guests) to wear masks, submit to temperature checks or other health checks as may be reasonably required given the situation, and/or landlord may refuse entry or require dismissal of employees who do not meet such health criteria, in landlord's sole discretion; this provision being a material obligation of the lease.

11. 29 Electronic Signature Act. It is agreed by the parties that, notwithstanding the use herein of the words "writing," "execution," "signed," "signature," or other words of similar import, the parties intend that the use of electronic signatures and the keeping of records in electronic form be granted the same legal effect, validity, and enforceability as a signature affixed by hand or the use of a paper-based record keeping system. This provision will be enforced to the extent and as provided for in applicable Florida Statute, and any applicable law including the *Electronic Signatures in Global and National Commerce Act*, and any other similar state laws based on the *Uniform Electronic Transactions Act*.


IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease effective as of the Lease date with each acknowledging receipt of an executed copy hereof.

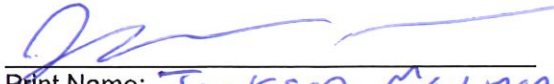
WITNESSES (For Landlord):


("LANDLORD")

Oak & Stone Properties, LLC

a Florida limited liability company


Print Name: Cheryl Maymon


Print Name: Jackson Maymon

By: 
Print Name: Melissa Cantolino
Title: managing member
Date: April 15, 2025

ATTEST:

Roger D. Eaton, Clerk of the Circuit Court
and Ex-Officio Clerk to the
Board of County Commissioners

By: _____
Deputy Clerk

("TENANT")

Charlotte County, A Political Subdivision in the State of Florida

By: _____
Print Name: Joseph M. Tiseo
Title: Chairman

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

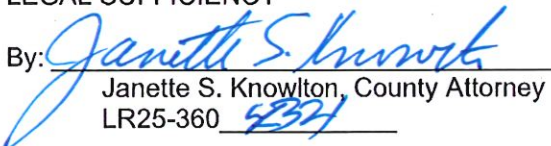
By: 
Janette S. Knowlton, County Attorney
LR25-360 4324

EXHIBIT "A"
RULES AND REGULATIONS

TENANT SHALL:

- A. Keep the inside and outside of the Premises and all glass, doors, and windows of the Premises clean.
- B. Keep all exterior surfaces of the Premises clean.
- C. Replace promptly at Tenant's expense, with glass of like kind and quality, any plate glass or window of the Premises which may become cracked or broken.
- D. Maintain the Premises at Tenant's expense in a clean, orderly and sanitary condition Free of offensive odors, insects, rodents, vermin and other pests.
- E. Keep rubbish, garbage, trash and other refuse in proper containers in the interior of the Premises and cause same to be removed on a regular basis at Tenant's expense. If Tenant is a restaurant or food service operator, Tenant shall as required by Landlord install garbage disposal equipment or a refrigerated wet garbage storage facility within the Premises and contract for daily removal of same. In the event Tenant fails to pay for such service, Landlord shall have the right to make payments on Tenant's behalf in which event Tenant shall pay such sums as are advanced by Landlord as additional rent to Landlord upon demand.
- F. Comply with all applicable laws, ordinances and regulations of governmental Authorities or any agencies thereof, and further to comply with all recommendations of any public or private agency having authority over insurance rates with respect to the use or occupancy of the Premises by Tenants.
- G. Keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises.
- H. Conduct its business in a dignified manner in accordance with high standards of Operation so as to assure the transaction of a maximum volume of business in and at the Premises.
- I. Schedule all deliveries to the Premises or the Shopping Center in advance to minimize interference with business operation during normal business hours.

TENANT SHALL NOT:

- A. Place or maintain merchandise or other articles in any vestibule or entry of the Premises, on the footwalks adjacent thereto, or elsewhere in the exterior or common areas of the Shopping Center.
- B. Use or permit the use of any apparatus for sound reproduction or transmission including, but not limited to, loudspeakers, phonographs, public address systems, sound amplifiers and radios, or any musical instruments in any manner that sounds so produced are audible or visible outside the Premises.
- C. Permit undue accumulation of garbage, trash, rubbish or other refuse within or without the Premises.
- D. Cause or permit objectionable odors or food odors to emanate or be dispelled from the Premises.
- E. Solicit business in the parking area or other common areas of the Shopping Center.

- F. Distribute handbills or other advertising matter to any persons or in or upon any automobiles in the parking areas or in any common areas of the Shopping Center.
- G. Permit the parking or standing of delivery vehicles to interfere with the use of any driveway, walk, parking area, mall or other common areas of the Shopping Center.
- H. Cause or permit the loading or unloading of merchandise, supplies or other property outside the area designated therefore by Landlord as a "Loading Area", or permit the parking or standing outside of any such area by delivery vehicles or other vehicles or equipment engaged in loading or unloading.
- I. Tenant shall not use any section of the property for the supply, storing, warehousing, sale, repair, leasing, maintenance or liquidating of vehicles

EXHIBIT "B"
ADDITIONAL LEASE PROVISIONS

ANY ADDITIONAL LEASE PROVISIONS HERE

EXHIBIT "C"

FORM OF ESTOPPEL CERTIFICATE BY TENANT

The undersigned hereby certifies that the undersigned is the Tenant under that certain Lease Agreement (the "Lease Agreement") dated _____, between _____ ("Landlord") and _____ ("Tenant") and does hereby warrant and represent as follows:

1. The Lease Agreement includes all the covenants and agreements between Landlord and Tenant covering the leased premises described therein, and the Lease Agreement has not been altered, amended, modified or changed in any respect. The Tenant has accepted possession of the premises and is currently in possession of same or intends to occupy the property on or about _____. The Lease Agreement is presently in full force and effect in accordance with its terms, with there being no separate or side agreements between Landlord and Tenant, and no offset or abatement of rent exists with respect thereto except as specifically provided for in the Lease Agreement. The present Minimum Rent payment due and payable under the Lease Agreement is \$ _____ per month.
2. To the best of the knowledge and belief of Tenant, no default by Landlord or by Tenant has occurred under the Lease Agreement as of the date hereof, and no event has occurred which, by the passage of time or expiration of any grace period covered in the Lease Agreement, would constitute a default, except as follows:
3. Any improvements required to be made by Landlord under the terms of the Lease Agreement have been completed to the full satisfaction of the Tenant.
4. No rent has been prepaid under the Lease Agreement except for the normal prepayment for no more than one (1) calendar month which occurs when rent is paid on the first day of the month. A deposit representing the first month's rent and security deposit in the amount of \$ _____ has been paid by Tenant to Landlord.
5. All tax, utility and common area maintenance payments which are currently due and payable, and which are the obligation of Tenant under the Lease Agreement have been paid.

This ____ day of _____ 202__

Signed, sealed and delivered
in the presence of:

"TENANT"

BY: _____

My Commission Expires:

ITS: _____

(NOTARY SEAL)