

COMMERCIAL LEASE AGREEMENT

1. Parties. This Lease is made as of _____ 20 _____ between (name and address of Lessor) _____ (the “Lessor”), and _____ (name and address of Lessee) _____ (the “Lessee”).

2. Demised Premises. Subject to the terms and provisions of this Lease, Lessor leases to Lessee and Lessee leases from Lessor, those certain Premises (the “Premises”) located at Suite _____ of (*street, city, state, zip*) _____ in the County of _____ (the “Building”). A floor plan of the ground floor of the Premises is attached to this Lease and labeled Exhibit _____. Lessee’s taking of possession of the Premises and its payment of the first month’s Base Rent due under this lease shall constitute Lessee’s acceptance of the Premises in all respect, including its square footage configuration and other physical features. By taking possession of the Premises and paying the first month’s Base Rent, the Lessee waives any objections to the square footage, configuration and other physical features of the Premises, and the amount of Base Rent and all other charges due for the Lease of the Premises.

3. Use of premises.

3.1. Permitted Use and Business Name. The Premises shall be used and occupied only as a retail shop and for no other purpose. The business of the Lessee in the Premises shall be carried on under the name and style _____

and under no other name and style unless approved by the Lessor in writing.

3.2. Hours of Business. During the Term, the Lessee shall conduct its business in the Premises, at a minimum, on Monday through Friday from 9:00 a.m. to 5:00 p.m., except on holidays acceptable to Lessor. Lessor may require other minimum hours, if such requirement is made of at least _____ % of all other lessees in the Building. Lessee may conduct business on the Premises, in addition to the above listed times, at Lessee’s sole expense.

3.3. Opening and Continuous Occupancy. Lessee shall open the whole of the Premises for business to the public, fully fix-tured, stocked and staffed within _____ days of the Commencement Date, as defined below. The Lessee shall continuously, actively and diligently carry on the business specified in Section 3.1 on the whole of the Premises during the Term, during the hours and on the days that are required by this Lease, except when prevented from doing so by force majeure. The Lessee acknowledges that its continued occupancy of the Premises and the regular conduct of its business therein are of utmost importance to neighboring lessees and to the Lessor in the renting of space in the Building, the renewal of other leases in the building, and the efficient and economic supply of services and utilities. The Lessee acknowledges that the Lessor is executing this Lease in reliance on Lessee’s continuous occupancy and that it is a material element inducing the Lessor to execute this Lease.

3.4. Lessee’s Covenants as to Use and Occupancy. Lessee shall exercise reasonable care in its use of the Premises or Building and shall not do or permit anything to be done in or about the Premises or Building, nor bring nor keep anything in

the Premises or Building that will in any way affect the fire or other insurance on the Building, or any of its contents, or that shall in any way conflict with any statute, ordinance, rule, regulation, order, law, or other requirement (collectively the “Laws”) affecting the occupancy and use of the Premises or Building, which is now, or may subsequently be, enacted or promulgated by any public authority. Lessee shall not obstruct or interfere with the rights of other lessees of the Building or injure or annoy them. Lessee shall not use, or allow the Premises to be used, for any illegal purpose, or any purpose constituting a public or private nuisance or for sleeping purposes, or cooking, and nothing shall be prepared, manufactured, or mixed in the Premises that would emit an odor of any type into or around any part of the Building. Lessee shall promptly comply with and execute all of the above mentioned Laws and all rules at Lessee’s own cost and expense. Lessee shall pay for any increases in Lessor’s insurance due specifically to Lessee’s use of the Premises or Building and for all damage and any amounts expended by Lessor to correct a breach by Lessee of this Section. On or prior to the Commencement Date and at all times during the Term of this Lease and any extensions or renewals of this Lease, Lessee shall, at its expense, obtain and maintain all permits, licenses and other governmental authorizations which are necessary for the operation of its business in accordance with Section 3.1.

3.5. Inventory, Staff and Fixtures. The Lessee shall maintain available a substantial stock of goods, wares and merchandise adequate to ensure successful operation of the Lessee’s business, and shall employ and maintain sales and other personnel sufficient at all times for proper service to customers. However, the Lessee shall store and stock in the Premises only such inventories as the Lessee intends to sell at retail from or on the Premises, and unless otherwise agreed by the Lessor, the Lessee shall use for office, storage and other non-selling purposes only such space in the Premises as is reasonably required to maintain the Lessee’s retail sales in the Premises. The Lessee shall install and maintain at all times in the Premises modern and high quality fixtures, furnishings, fittings and equipment adequate, appropriate and properly laid out to maximize the Lessee’s retail sales.

3.6. Display Windows. Lessee shall keep display windows attractive and neatly dressed, and shall screen in an aesthetically pleasing manner all unsightly items within the Premises which can be seen from the display windows including, without limitation, office furniture and other similar items that are visible behind interior glass partitions. Display windows and lighted signs (if any) shall be kept illuminated by the Lessee on all business days until the later of _____ or at least one-half hour after the Building closes for business. Lessee agrees that if the display of any article exhibited by it in the display windows, or in or about the Premises, or the display of any signs or placards in or on the Premises at any time during the Term shall be objected to by the Lessor, and if notice in writing is given by Lessor or its agents of such objection or objections, the Lessee shall immediately and, as often as such notices are received, remove such display or such articles objected to and, failing so to do, expressly agrees that the Lessor or its agents may enter the Premises and remove such article, sign or placards objected to, using such force as may be necessary so to do without being deemed guilty of any forcible entry, detainer, trespass or in breach of the covenant of quiet enjoyment.

3.7. Prohibited Uses. Lessee shall not use the Premises nor permit them to be used for any of the following purposes:

(A) for the sale by the Lessee, as its principal business purpose, of any merchandise which the Lessee, in the course of its normal business practice, purchases at manufacturers' clearances or purchases of ends-of-runs, bankruptcy stock, seconds or other similar merchandise;

(B) for the sale of second-hand goods, war surplus articles, insurance salvage stock, fire sale stock, merchandise damaged by or held out to be damaged by fire, except merchandise damaged by fire or smoke occurring in the Building, and then only for 30 days after the date of any such damage;

(C) as an auction or flea market;

(D) for a bankruptcy sale or going-out-of-business sale or liquidation sale or any similar sale, unless the Lessee is in fact in bankruptcy or is going out of business or is in liquidation, in which case such sale shall not continue beyond 30 days;

(E) a business primarily used for a mail order office or catalog store;

(F) any business in which the Lessee is engaged in intentionally deceptive or fraudulent advertising or selling practices or any other act or business practice contrary to honest retail practices; or

(G) any use other than as specified in Section 3.1 above.

4. Term. The term (the "Term") of this Lease shall be for a period of _____ commencing on _____ 20____ (the "Commencement Date"), and ending on _____ 20____ or sooner, if terminated as provided in this Lease. If Lessee, with Lessor's prior consent, shall occupy the Premises before commencement of the Term, all provisions of this Lease shall be in full force and effect commencing at the time of occupancy, and Base Rent and Additional Rent for that period shall be paid by Lessee at the same rate specified in this Lease for the Term.

5. Base Rent.

As rental for the lease of the Premises, Lessee shall pay to Lessor, at Lessor's address set forth in Section 21 of this Lease, or at such other place and to such other person as Lessor may

from time to time designate in writing for the initial term of this Lease, total monthly base rent ("Base Rent") in the initial amount of

MONTHS 1 to 12 \$

MONTHS 13 to 24 \$

MONTHS 25 to 36 \$

MONTHS 37 to 48 \$

MONTHS 49 to 60 \$

plus applicable state sales tax, payable in monthly installments, in advance, without notice, due on the first day of each calendar month during the Term of this Lease, free from all claims, demands or setoffs against Lessor of any kind or character whatsoever. If the Term of this Lease shall begin or terminate on other than the first or last day respectively of a calendar month, all Base Rent and other charges accruing under this Lease for such portion of the partial calendar month shall be apportioned and paid on the basis of a 30-day month. In addition to any other sums due under this Lease, simultaneously with Lessee's execution of this Lease, Lessee shall pay Lessor the first month's rent.

6. Operating Cost Pass Through. In addition to Base Rent and adjustments to the Base Rent, Lessee shall pay to Lessor as additional rent, beginning in year two of the Lease and continuing each year thereafter, Lessee's pro rata Share of all increases in real estate taxes and insurance premiums for the building. In calculating the increases, the actual tax and insurance payments for the year _____ with the base year and the lessee will be responsible for its pro rata share increase above the payments for that year. Beginning in year two, Lessee agrees to pay Lessee's Share of annual Operating Costs, plus applicable state sales tax thereon, together with installments of Base Rent, in monthly installments in advance during the Term of this Lease as may be estimated annually in advance by Lessor. Such payments shall be prorated for the first and last calendar years of the Term of this Lease if such Term does not start on the first and end on the last day of a calendar year. Following the end of each calendar year, Lessor shall advise Lessee of Lessee's Share of the actual Operating Costs payable for the prior calendar year as computed based on the actual cost thereof to the Lessor. If there shall have been an underpayment by the Lessee based on Lessor's estimates, the Lessee shall pay the difference within _____ days of request therefore from Lessor; if there shall have been an overpayment by Lessee, Lessee shall be given a credit towards the next due payment of Lessee's Share of Operating Costs for the current year. The Lessee's Share of actual Operating Costs under this Section for the final calendar year of this Lease shall be due and payable even though it may not be finally calculated until after the expiration of the Lease Term. Accordingly, Lessor shall have the right to continue to hold Lessee's security deposit following expiration of the Term of this Lease until Lessee's Share of actual Operating Costs for the final calendar year of this Lease has been paid. This covenant shall survive the termination or expiration of this Lease.

7. Taxes. All payments of Base Rent, Lessee's Share of Operating Costs and any other charges arising under this Lease

shall be paid by Lessee together with applicable Florida sales, use and any other applicable taxes. The Lessee shall pay when due all taxes (whether imposed on the Lessor or Lessee) attributable to the personal property, trade fixtures, business income, occupancy or sales of the Lessee or any other occupant of the Premises and to the use of the Building by the Lessee (collectively the "Business Tax"). If the Lessee's Business Tax is payable by the Lessor, such charge to be computed for the entire period for which the amount is overdue. All late charges shall be due immediately on demand by Lessor without set-off or defense.

8. Rent Past Due. In the event any installment of Base Rent, Lessee's Share of Operating Costs or other charges accruing under this Lease shall become overdue, a late charge of

% of the delinquent sum may be charged by Lessor. If any installment of Base Rent, Lessee's Share of Operating Costs or other charges accruing under this Lease remain overdue for more than _____ days, an additional late charge in an amount equal to interest at the rate of _____ % per month (_____ % per annum) or the maximum permitted by law, on the delinquent amount may be charged by Lessor, such charge to be computed for the entire period for which the amount is overdue. All late charges shall be due immediately on demand by Lessor without set-off or defense.

9. Security Deposit. Simultaneously with the execution of this Lease, Lessee has paid to Lessor the sum of \$ _____ representing first month's rent and two months' security deposit to be held by Lessor without interest for the full and faithful performance by Lessee of the terms and conditions of this Lease. Lessor may use part of the security deposit as is necessary to cure any default of Lessee under this Lease, and in that event Lessee shall immediately replace such portions as may be expended by Lessor. On the expiration of this Lease (except arising due to a default by Lessee), delivery of the Premises to Lessor in their original condition, ordinary wear and tear excepted, and payment to Lessor of Lessee's Share of all actual Operating Costs for the final calendar year of this Lease, then the security deposit shall be returned to Lessee without interest. On any conveyance of the Building by Lessor to a successor in title, the successor shall become liable to Lessee for the return of the security deposit and the conveying party released from same. Lessor shall not be required to hold the security deposit in any special account for the benefit of the Lessee and the security deposit may be commingled with Lessor's funds. In the event any installment of Base Rent or other charges accruing under this Lease shall not be paid when due (including the return of any of Lessee's checks for insufficient or uncollected funds or otherwise), the Lessor shall have the right, at the Lessor's sole discretion, to require the Lessee to place with Lessor an additional security deposit (in excess of the original security deposit), of up to two installments of then current Base Rent, which sum shall become a part of the original security deposit. The rights of the Lessor shall in no way be limited or restricted by the security deposit, and the Lessor shall have the absolute right to pursue any available remedies to protect its interests herein, as if the security deposit had not been made. Lessee will be charged for any checks or payments received by Lessor from Lessee and returned for "insufficient funds", in addition to any late fees which may be accrued.

10. Improvements and Delivery of Possession. Lessee acknowledges that Lessee has inspected the Premises and Lessee is accepting the same in "as is" condition. Lessee has relied on no representations except those expressly contained in this Lease with respect to the condition, design, amenities or completion of the Building or Premises. Lessee will make no claim against Lessor on account of any representation of any kind, whether made by any renting agent, broker, officer or other representative of Lessor or which may be contained in any advertisement relating to the Building unless such representation is specifically set forth in this Lease. Any improvements shall become Lessor's property and remain on the Premises on the expiration or earlier termination of this Lease. Notwithstanding anything to the contrary contained in this Lease, the obtaining and maintenance of all permits, licenses, zoning and governmental authorizations required for Lessee's business operations shall be Lessee's sole responsibility and at Lessee's sole cost and expense, and in no case shall the obtaining or maintenance of such be a condition to Lessee's obligations under this Lease. Notwithstanding any contrary provision of this Lease, if any personal property is located in the Premises, the Lessee accepts such personal property in its existing condition, "as is," and without representation or warranty as to title, condition or any latent defects. Lessee shall indemnify and hold harmless the Lessor from all liens or other claims which are asserted against the personal property by the State of Florida Department of Revenue for unpaid personal property taxes arising prior to or after the date of this Lease, including any such claims with respect to any such taxes owed by any prior owner or user of the personal property.

11. Negation of Personal Liability. Notwithstanding anything to the contrary contained in this Lease, Lessee agrees that Lessor (and, in case Lessor is a joint venture, partnership, tenancy in common, association or other form of joint ownership, the partners, members and employees of any such joint venture, partnership, tenancy-in-common, association or other form of joint ownership) shall have absolutely no personal liability with respect to any of the provisions of this Lease, or any obligation or liability arising from or in connection with the provisions of this Lease. Lessee shall look solely to Lessor's equity in the Premises for the satisfaction of any remedies of Lessee against Lessor including, without limitation, the collection of any judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default or breach by Lessor with respect to any of the terms and provisions of this Lease to be observed and/or performed by Lessor, subject, however, to the prior rights of any holder of any mortgage covering all or part of the Premises and no other assets of Lessor or any principal or partner of Lessor shall be subject to levy, execution or other judicial process for the satisfaction of Lessee's claim and in the event Lessee obtains a judgment against Lessor, the judgment docket shall be so noted. This exculpation of liability shall be absolute and without exception whatsoever. This Section shall inure to the benefit of Lessor's successors and assigns and their respective principals.

12. Rules and Regulations. The rules and regulations as may be adopted by Lessor after the execution of this Lease for the safety, cleanliness and operation of the Building and the preservation of good order therein and for the most efficient use by all lessees, agents, employees, invitees and visitors of the automobile parking spaces provided by Lessor, if any, are expressly made a part of this Lease and Lessee agrees to comply with such

rules and regulations. No rules and regulations shall prohibit the reasonable use of the Premises by Lessee its agents, employees, invitees and visitors for the purposes permitted by this Lease. The Lessor shall not be responsible to Lessee for any nonobservance of such rules and regulations by any other lessee of the Building. The rules and regulations shall be binding on the Lessee on delivery of a copy of them to Lessee.

13. Assignment and Subletting. Lessee shall not assign, sublet, mortgage, pledge, or hypothecate this Lease, or any interest therein, nor shall Lessee permit the use of the Premises by any person or persons other than Lessee, nor shall Lessee sublet the Premises, or any part of the Premises, without the written consent of Lessor, which consent shall not be unreasonably withheld. Any sale of stock of Lessee (if a corporation), assignment of partnership interest (if a partnership), assignment of beneficial interest (if a trust), or other device which has the effect of transferring the practical benefits of this Lease from the parties currently controlling Lessee, shall be a prohibited transfer. If Lessee sublets, assigns or transfers this Lease, the Base Rent will automatically increase by _____ %.

14. Condition of Demised Premises: Maintenance and Repairs.

14.1. The parties agree that Lessee, except as provided in Section 14.2, will be responsible, at Lessee's sole costs and expense, and at all times throughout the Term and any extensions of the Term of the Lease, for all maintenance, repairs and replacements in, on or about the Premises and all equipment and property on the Premises shall be maintained in good condition, and in substantially the same condition as same existed on the Commencement Date, reasonable wear and tear excepted. Lessee's responsibilities under this Lease include, but are not limited to, the replacement, repair and maintenance of all exterior and interior improvements, fixtures, appliances, equipment, and systems, including, but not limited to, air conditioning, heating, plumbing, electrical systems, and plate glass. All of the foregoing shall be maintained in good operating condition at all times, free of dirt, rubbish and other obstructions, and shall be kept immaculately clean. All replacements, repairs and maintenance shall be performed by contractors or workman designated or approved by Lessor. Lessee shall not commit nor allow any waste or damage to be committed on any portion of the Building or Premises. Lessee shall be responsible for the sanitation, storage and daily removal of all garbage generated by Lessee. Lessee shall perform the maintenance, repairs, replacements and services and shall otherwise use the Premises in a manner which is sensitive and consistent with the historic nature of the Premises. If the Lessee does not make repairs promptly and adequately or otherwise fails to comply with this Section, the Lessor may, but need not, make repairs or correct such failure, and the Lessee shall pay Lessor the cost of those repairs on demand.

14.2. Lessor shall maintain and repair the roof and structure of the Building. The Lessor shall not be liable to the Lessee for any expense, injury, loss or damage, resulting from work done in or on, or the use of any adjacent or nearby building, land, City of _____ parking lot, street, or alley. The Lessee shall pay the Lessor for overtime and for any other expense incurred in the event repairs, alterations, decorating or other work performed by Lessor are not made during ordinary business hours at the Lessee's request. If any damage to

the Premises or Building results from any act or neglect of the Lessee, its employees, agents, invitees, licensees, or contractors, the Lessor may, at the Lessor's option, repair such damage, whether caused to the Building or to lessees of the Building, and the Lessee shall pay to the Lessor, on demand, the total cost of the repairs and damages both to the Building and to the lessees of the Building, plus a sum equal to _____ % of that cost, representing Lessor's overhead.

15. Alterations, Additions, or Improvements.

15.1. The Lessee shall, at its sole cost and expense, perform all work necessary to complete the Premises for its business purposes, including, without limitation, the work specified in Exhibit _____ (collectively "Lessee's Work"). Lessee shall complete all of Lessee's work by _____ 20 (the "Completion Date"). Lessee's failure to complete such work on or before the Completion Date shall constitute a material and incurable breach of this Lease. Lessee shall not commence Lessee's Work or make or allow any other repairs, replacements, additions or modifications to the Premises (collectively the "Alterations") without the Lessor's prior written approval. Lessee shall, within _____ days from the Commencement Date of signing this Lease, submit to the Lessor, for Lessor's written approval, details of all proposed alterations including drawings and specifications prepared by qualified architects or engineers conforming to good engineering practice. All such alterations shall be performed: (A) at the sole cost of the Lessee; (B) by licensed contractors and subcontractors and workmen approved in writing by the Lessor; (C) in a good and workmanlike manner; (D) in accordance with the drawings and specifications approved in writing by the Lessor; (E) in accordance with all applicable laws and regulations; (F) subject to the reasonable regulations, supervision, control and inspection of the Lessor; and (G) subject to such indemnification against liens and expenses as the Lessor reasonably requires. If any alterations would affect the structure of the building or any of the electrical, plumbing, mechanical, heating, ventilating or air conditioning systems or other base building systems, such work shall, at the option of the Lessor, be performed by the Lessor at the Lessee's cost. The cost of the work performed by Lessor plus a sum equal to _____ % of the cost representing the Lessor's overhead shall be paid by the Lessee to the Lessor on demand. At the time of installation, all alterations shall become the property of Lessor and shall remain on and be surrendered with the Premises. The right, title and interest of Lessor in all or any portion of the Premises, Building, underlying property or attached fixtures shall not be subject to any liens arising directly or indirectly out of any improvements, alterations or changes made to the Premises, or Building, by or on the behalf of Lessee, its officers, employees, services or agents. The Lessee shall promptly pay for all materials supplied and work done with respect to the Premises. (Lessee has no right, power or authority to create any mechanics' or materialmen's lien on the Premises, Building, underlying property, or attached fixtures or Lessor's right, title or interest therein and Lessee shall so notify all suppliers of labor or materials in writing, and obtain written acknowledgment thereof, prior to ordering such labor or materials). The Lessee agrees to indemnify and save harmless the Lessor from all liabilities, expenses, costs, expenditures or otherwise, including attorney's fees at all judicial levels, for breach of this provision. The Lessee shall notify the Lessor of any accident, defect, damage or defi-

ciency in any part of the Premises or Building which comes to the attention of the Lessee, its employees or contractors, notwithstanding that the Lessor may have no obligation in respect thereof. Lessee will allow Lessor to install, alter or remove any conduit pipes, water, waste, or service lines that may penetrate the Lessee's premises, at Lessors expense.

15.2. Without limitation of the foregoing, and notwithstanding anything to the contrary elsewhere in this Lease, Lessee acknowledges that applicable government requirements for the Building, including without limitation the City of

and county, state and/or federal laws relating to facilities of the handicapped, and other laws and regulations (collectively called the "Governmental Requirements") have changed many times since the date on which the Building was constructed and/or prior renovations to the Building were constructed and/or prior renovations to the Building were completed. Lessee further understands that as a result of such changes in Governmental Requirements, certain components of the Building are or may not be in compliance with current Governmental Requirements, although such components are not required to be brought into such compliance unless and until building permits are requested for additional work to the Building, such as building permits for improvements, alterations, or additions to lessee space ("Lessee Improvements"). Lessee nevertheless accepts the Premises "as is" and agrees that if any Lessee Improvement to the Premises undertaken by Lessee shall cause or result in the imposition of any requirement on Lessor for making alterations, additions or improvements to, or otherwise bringing all or any portion of the Building and/or any surrounding structure, improvement or area into compliance with current or subsequently enacted Governmental Requirements ("Compliance Work"), Lessee shall not undertake any such Lessee Improvement unless Lessee shall first agree in writing to pay the full cost of any Compliance Work, and Lessee shall first deposit with Lessor the full cost (as determined by Lessor, or as determined by architects or engineers selected by Lessor at Lessee's expense) of completing all Compliance Work, whether on the Premises or elsewhere in, on or about the Building. Lessor may at its option undertake any or all of the Compliance Work, or Lessor may at its option require Lessee to perform all Compliance Work. Notwithstanding any contrary provision of this Lease, all Compliance Work shall be performed and completed at Lessee's sole cost and expense. It is understood and agreed between the parties that the expenses, costs and charges above referred to shall be considered as Rent due and shall be included in any lien or other claim for Rent.

15.3. Mechanics' Liens. Lessee shall keep the Premises and all parts of the Premises at all times free of mechanics' liens and any other lien for labor, services, supplies, equipment or material purchased or procured, directly or indirectly, by or for Lessee. Lessee further agrees that Lessee will promptly pay and satisfy all liens of contractors, subcontractors, mechanics, laborers, materialmen and other items of like character, and will indemnify Lessor against all expenses, costs and charges, including bond premiums for release of liens and attorney's fees and costs reasonably incurred in and about the defense of any suit in discharging the Premises, from any liens, judgments, or encumbrances caused or suffered by Lessee. In the event any such lien shall be made or filed, Lessee shall bond against or discharge the same within _____ days after the same has been made or

filed. It is understood and agreed between the parties that the expenses, costs and charges above referred to shall be considered as Rent due and shall be included in any lien or other claim for Rent. The Lessee shall not have any authority to create any liens for labor or material on the Lessor's interest in the Premises. All persons contracting with the Lessee for the construction or removal of any facilities or other improvements on or about the Premises, and all materialmen, contractors, mechanics and laborers are now charged with notice that they must look only to the Lessee and to the Lessee's interests in the Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Lessee. In accordance with §713.10, Fla. Stat., Lessor shall have the right to post on the Premises and to file and/or record in the Public Records or court registry, as applicable, notices of non-responsibility and such other notices as Lessor may reasonably deem proper for the protection of Lessor's interest in the Premises. Lessee shall, before the commencement of any work which might result in any lien on the Premises, give Lessor reasonable written notice under the circumstances of its intention to commence work.

16. Destruction of Premises. If the Premises or the Building shall be destroyed by fire or other cause, or be so damaged by fire or other cause that they are untenable and cannot be rendered tenantable within a reasonable time from the date of the damage, considering the extent of the damage, this Lease may be terminated by Lessor by written notice given to Lessee within _____ days after the event causing untenability, in which event rent shall cease as of the date of untenability and both parties shall be relieved of all further liability under this Lease accruing after the cancellation date. If the damage or destruction is not sufficient to permit a termination of the Lease as above provided, a proportionate reduction shall be made in the rent corresponding to the time during which, and applicable to the portion of the Premises of which, Lessee shall be deprived of possession. The decision of a licensed Florida architect or engineer hired by Lessor and certified in writing to Lessor and Lessee shall conclusively be deemed binding on the parties as to: (A) whether the Premises or Building are rendered untenable; (B) whether the Building or Premises can be rendered tenantable within a reasonable time; (C) the percentage of the Premises rendered untenable and the resulting percentage by which rent and other charges under this Lease should abate during the period of untenability; and (D) the date on which the Premises are restored to tenant ability. In no event shall Lessor be liable to Lessee for any damages resulting to Lessee from the happening of such fire or casualty or from the repairing or reconstruction of the Premises, or from the termination of this Lease as provided in this Section, nor shall Lessee be relieved by fire or casualty from the Lessee's obligations under this Lease except to the extent and on the conditions expressly stated in this Section.

17. Entry, Inspection, and Other Rights Reserved to Lessor. Lessee will allow Lessor to enter the Premises for inspection or for any other purpose which Lessor deems necessary for the safety, comfort or preservation of the Premises or Building. During business operations, Lessor may close entrances, doors, corridors, elevators or other facilities, all without liability to Lessee by reason of interference, inconvenience or annoyance. Lessee will permit Lessor at any time within the earlier of: (A) _____ days prior to the expiration of this Lease; or (B) failure of Lessee to cure a default within _____ hours of notice by

Lessor to bring prospective lessees on the Premises for purposes of inspection and to put or keep on the doors or windows thereof a "For Rent" or "For Sale" notice. In furtherance of such rights, Lessor shall retain a key to the Premises and Lessee shall not install any new locks to the Premises without the prior written consent of Lessor, unless Lessee furnishes Lessor with a copy of such key. No entry pursuant to this Section shall in any way be deemed a breach of the covenant of quiet enjoyment. Lessor reserves the right to change the name and/or street address of the Building without liability of Lessor to Lessee.

18. Indemnity.

18.1 Lessor shall not be responsible or liable for the theft, loss or damage to person or property in, on or about the Premises, or the Building. Lessee acknowledges and agrees that Lessor is not responsible for the security of the Premises or the Building in general. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, gas, electricity, water, rain or leaks from any part of the Building or by any other cause whatsoever, nor shall Lessor or its agents be liable for any such damage caused by other Lessees or persons in the Building; nor shall Lessor be liable for any latent defect in the Premises or in the Building.

18.2 Lessee agrees that Lessee, at all times, will indemnify and hold harmless Lessor from all losses, damages, liabilities and expenses (including reasonable legal fees and court costs) whatsoever, which may arise or be claimed against Lessor, or any injuries or damages to the persons or property of any persons, firms or corporations, because of or arising from: (A) the use or occupancy of the Premises and/or other portions of the Building (including all Common Facilities) by Lessee; (B) any acts, omissions, neglect or fault of Lessee, Lessee's agents, employees, customers, or invitees; or (C) Lessee's failure to comply with the terms and provisions of this Lease or any applicable laws. In case Lessor shall be made a party to any litigation commenced against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Lessor in connection with such litigation and any subsequent appeal. The provisions of this Section shall survive any termination or cancellation of the Lease.

19. Insurance. The Lessee shall maintain at its expense throughout the Term of this Lease the following insurance coverages:

(A) liability insurance for bodily injury and property damage to protect both Lessor and Lessee against damage, costs and attorney's fees arising out of accidents of any kind occurring on or about the Premises and Building (including all Common Facilities) with combined single limit liability coverage of not less than \$ _____ and property damage coverage of not less than \$ _____

(B) fire and extended casualty insurance with sufficient coverage to reimburse the loss of all of Lessee's improvements to the Premises, and all of Lessee's fixtures, equipment, personal property and inventory;

(C) plate glass insurance to protect both Lessor and Lessee covering the replacement value of all plate glass in or about the Premises; and

(D) appropriate worker's compensation and all other insurance

required by law. All insurance shall be written by a company or companies qualified to do business in Florida and reasonably acceptable to Lessor. A certificate of duplicate policies showing such insurance in force shall be delivered to Lessor prior to the Commencement Date, and such insurance and updated certificates or renewed policies shall be maintained with Lessor throughout the term of this Lease. No policy shall be canceled or subject to reduction in coverage or other change without at least _____ days advance written notice to Lessor. All policies shall be written as primary policies not contributing with and not in excess of coverage Lessor may carry. To the extent permitted by its insurers, Lessee waives any right of recovery against Lessor for any loss covered by Lessee's insurance or for which Lessee is required to maintain insurance under this Lease. Lessee shall apply to its insurers to obtain any special endorsements if required by its insurer to evidence compliance with such waiver.

All Policies referred to above shall: (1) be taken out with insurers licensed to do business in Florida and reasonably acceptable to the Lessor; (2) be in a form reasonably satisfactory to the Lessor; (3) be noncontributing with, and shall apply only as primary and not as excess to any other insurance available to the Lessor or the Mortgagee; and (4) contain an undertaking by the insurers to notify the Lessor by registered or certified mail not less than _____ days prior to any material change, cancellation or termination. Lessee shall deliver to Lessor each year during the Terms of this Lease, on or before the anniversary of the Commencement Date, evidence of the renewal, and payment of the premium therefore, all insurance required to be maintained by Lessee under this Lease. Certificates of insurance on the Lessor's standard form or, if required by the Mortgagee, copies of such insurance policies certified by an authorized officer of Lessee's insurer as being complete and current, shall be delivered to the Lessor promptly on request.

If: (1) the Lessee fails to take out or to keep in force any insurance referred to in this Section, or should any such insurance not be approved by either the Lessor or the Mortgagee; and (2) the Lessee does not commence and continue to diligently cure such default within _____ hours after written notice by the Lessor to the Lessee specifying the nature of such default, then the Lessor has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Lessee and all outlays by the Lessor shall be paid by the Lessee to the Lessor without prejudice to any other rights or remedies of the Lessor under this Lease. In addition, the Lessee's insurance shall include Contractual Liability Coverage which shall cover the following Indemnity Agreement, which Agreement is made a part of this Lease. Lessee agrees to indemnify, defend, and hold harmless Lessor and its directors, officers, agents and employees from and against all suits, actions, legal proceedings, liabilities, claims, demands, damages, costs, expenses, attorney's fees (collectively the "Claims"), and from all expenses in defending Claims, including without limitation, court costs, attorney's fees at all judicial levels, the amounts of any judgments recovered, and any other expenses resulting from Claims for bodily injury, sickness or disease, including death resulting therefrom, sustained by any person or entity or resulting from injury to or destruction of property, including loss of use thereof, caused by, arising from, incident to, connected with, or arising out of the use of the Premises by Lessee, its directors,

officers, agents, employees, customers, servants, invitees, visitors, or any other person whomsoever, the failure of Lessee in any respect to comply with any of the requirements or provisions of this Lease, or the acts or omissions of Lessee or its directors, officers, agents, employees, customers, servants, invitees, visitors or by any contractor, its agents or employees, or by any sublessee, its agents, employees and customers, or by Lessor, its agents or employees. The certificates of insurance required by this Section shall show that the above Indemnity Agreement has been specifically insured for the limits specified above.

20. Utilities and Services. Electricity, water and sewer, trash removal and any other utilities for the Premises shall be separately metered and billed when possible in the name of Lessee, and the cost of those utilities, together with the cost and performance of janitorial, telephone, and security service for the Premises, shall be Lessee's sole responsibility. In the event that the utilities cannot be separately metered, Lessee will pay its pro-rata share of total Building expenses to provide such services. Lessor shall not be liable to Lessee for any interruption in the service of any utility. No interruption or failure of such utilities or services shall relieve Lessee from the obligation to pay the full amount of rent and other charges reserved in this Lease, nor shall the same constitute a constructive or other eviction of Lessee.

21. Notices. In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand on the Lessee, it shall be sufficient: (A) to deliver or cause to be delivered to the Lessee at the Premises a written copy of the notice or demand; or (B) to send a written copy of the notice or demand by United States certified mail, postage prepaid, addressed to the Lessee at the Premises; or (C) to leave a written copy of the notice or demand in or on the Premises or to affix the same on any door leading into the Premises, in which event the notice or demand shall be deemed to have been served at the time the copy is so left or affixed. All notices or demands shall be signed by the Lessor or its agent. Where the Lessee desires to serve notice or demand on the Lessor, such notice or demand shall be sent certified mail return receipt requested, postage prepaid, to Lessor at the following address:

Any notice to be given to Lessee prior to the commencement or subsequent to Lessee's occupancy under this Lease shall be sent to Lessee at

Except as otherwise provided in this Lease, notice given by personal delivery shall be effective as of the date of delivery; notice mailed shall be effective as of the second day (not a Saturday, Sunday or legal holiday) next following the date of mailing.

22. Default.

22.1 Lessee agrees that any of the following events shall be a default ("Default") under this Lease: (A) if any false or materially misleading financial report or statement is furnished or made by or on behalf of Lessee or any guarantor of any of Lessee's obligations under this Lease; or (B) if any Base Rent, Percentage Rent, or Lessee's Share of Operating Costs is in arrears, or Lessee fails to pay the same as and when it becomes due; or (C) if Lessee, or any guarantor of any of Lessee's obligations under this Lease, shall fail to perform or observe or breach any covenant, condition or agreement to be performed or observed by such party under this Lease or under any guaranty agreement

(other than the payment of Rent); or (D) if Lessee or any guarantor of Lessee's obligations under this Lease or any affiliate of any of them shall be in breach of any other lease with Lessor or any affiliate or in breach of or in default in the payment and performance of any obligation owing to Lessor or any affiliate, whether or not related to this Lease and howsoever arising, whether by operation or law or otherwise, present or future, contracted for or acquired, and whether joint, several, absolute contingent secured, unsecured, matured or unmatured; or (E) if Lessee or any guarantor of any of Lessee's obligations under this Lease shall cease doing business as a going concern, make an assignment for the benefit of creditors, generally not pay its debts as they become due, admit in writing its inability to pay its debts as they become due, become insolvent (i.e. greater liabilities than assets), or take any action looking to its dissolution or liquidation; or (F) if Lessee or any guarantor of Lessee's obligations should file for relief, or have filed against them, an action under any provision of any state or federal bankruptcy or insolvency law; or (G) if Lessee shall abandon or vacate the Premises; or (H) if Lessee fails to pay all charges for gas, sewer, electricity and other utilities which are separately metered for the Premises within _____ days after such are due; or (I) if Lessor determines, in its sole discretion, that unpleasant noises, odors or other nuisance or nuisances emanate from the Premises and Lessee does not take immediate steps to eliminate such noises, odors or nuisances or fails to eliminate such noises, odors or nuisances permanently within _____ days of notice from Lessor; or (J) if Lessor has sent Lessee at any time during the Term of this Lease, two notices for the same type of lease violation irrespective of whether such violation may have been cured at the time of receipt of the notice.

22.2 In the event of any such Default, Lessor may, at its option, without notice, elect any of the following remedies: (A) Retake and recover possession of the Premises, terminate this Lease, and retain Lessee's security deposit; (B) Retake and recover possession of the Premises, without terminating this Lease, in which event Lessor may rerent the Premises as agent for and for the account of Lessee and recover from Lessee the difference between the rental specified in this Lease and the rent provided, in such rerental, less all of Lessors costs and expenses of rerenting, including, without limitation, attorney's fees plus all other sums due under this Lease; (C) Permit the Premises to remain vacant, in which event Lessee shall continue to be responsible for all rental and other payments due under this Lease; (D) Retake and recover possession of the Premises, and accelerate and immediately collect all Base Rent Percentage Rent and Lessee's share of Operating Cost due under this Lease for the balance of the Term of this Lease; (E) Take any other action as may be permitted at law or in equity. All of the Lessor's remedies contained in this Lease shall be cumulative, and election by Lessor to take any one remedy shall not preclude Lessor from taking any other remedy.

22.3 The Lessor may, at its option, apply any sums received from the Lessee against any amount due and payable by the Lessee under this Lease in such manner as the Lessor sees fit and regardless of the express purpose for which the tender was made and regardless of any endorsement placed on the check by which payment is made.

23. Attorney's Fees and Costs. Lessee shall pay to Lessor on demand all costs, charges and expenses including reason-

able attorney's fees at all tribunal levels, incurred by Lessor in enforcing this Lease or any covenant of this Lease or in the collection of any rent or other sum of money, becoming due under this Lease or in the recovery of possession of the Premises or reletting of the Premises, in the event of the breach by Lessee of any of the terms or provisions of this Lease.

24. Nonwaiver of Breach. Lessor's failure to take advantage of any default or breach of covenant on the part of Lessee shall not be construed as a waiver of the breach, nor shall any custom or practice which may grow between the parties in the course of administering this Lease be construed or to waive or to lessen the right of Lessor to insist on the strict performance by Lessee of any term, covenant or condition of this Lease, or to exercise any rights of Lessor on account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default. The acceptance of rent shall not be, or be construed to be, a waiver of any breach of any term, covenant or condition of this Lease. The presentation of any rent or other charge under this Lease in the form of a check marked by Lessee to constitute a waiver of any default shall not constitute such waiver even though endorsed and cashed by Lessor unless Lessor expressly agrees to waive such default by separate written instrument. No surrender of the Premises for the remainder of the Term of this Lease shall operate to release Lessee from liability under this Lease.

25. Subordination by Lessee. This Lease and Lessee's rights under this Lease, are made expressly subject and subordinate to all security agreements, mortgages, ground or underlying leases, or like instruments resulting from any financing or refinancing affecting the Premises or Building which are currently in existence or which may be subsequently created by Lessor, or its successors or assigns, including all extensions and renewals, substitutions, and amendments thereof, and to all advances made or to be made under same (collectively the "Mortgage"). This provision shall be self-operative without the execution of any further instruments. Lessee agrees to execute any instrument or instruments which the Lessor may deem necessary or desirable to further evidence the foregoing subordination. Lessee irrevocably appoints Lessor as attorney-in-fact for Lessee with full power and authority to execute and deliver in the name of Lessee any such instrument which appointment shall be deemed coupled with an interest and irrevocable. Lessee further agrees to make such reasonable modifications to this Lease (not increasing Lessee's obligations under this Lease) as may be requested by the holder of any such Mortgage (the "Mortgagee"). Lessee agrees that in the event of any act or omission by Lessor which could constitute a default by Lessor or give Lessee the right to terminate this Lease or claim a partial eviction, Lessee shall not exercise any such right until: (A) Lessee notifies Lessor in writing of such default and Lessor fails to cure such default within _____ days of such notice, or if such default cannot reasonably be cured within such time frame; and (B) until every holder of any Mortgage is notified in writing of such default and fails to commence to cure such default within _____ days after all of Lessor's periods to cure such default have expired. Lessee further agrees to execute any nondisturbance or attornment agreement requested by any mortgagee or ground lessor.

26. Time. It is understood and agreed between the parties that time is of the essence of this Lease, and to all of its terms, conditions and provisions. Any time period in this Lease described as

_____ days or more shall mean calendar days; less than _____ days shall mean business days.

27. Transferability by Lessor. Lessor shall have the right to transfer and assign, in whole or in part, all and every feature of its rights and obligations under this Lease as part of a conveyance of the Building and underlying property, and at the time of the assignment of this Lease or conveyance of the Building, the Lessor named in this Lease shall be released from all subsequent obligations or liabilities under this Lease, and Lessor's successor in interest shall become the new Lessor under this Lease and responsible to Lessee for all obligations of Lessor.

28. Amendment of Lease. This Lease may not be altered, changed, or amended, except by an instrument in writing, signed by the party against whom enforcement is sought. This Lease and any exhibits contain the entire agreement reached in all previous negotiations between the parties and there are no other representations, agreements or understandings of any kind, either written or oral, except as specifically set.

29. Condemnation. In the event all or any material part of the Building shall be taken or condemned for any public or quasi-public use or purpose, the Lessor may, at its option, terminate this Lease from the time title to or right to possession of the Building shall vest in or be taken for such public or quasi-public use or purpose. Lessee shall not be entitled to receive any portion of any award made or paid to Lessor representing the property or interest of Lessor taken or damaged and Lessee expressly waives and relinquishes any right or claim to any portion of any such award regardless of whether any such award includes any value attributable to Lessee's leasehold estate. However, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such special and separate damages as may be recoverable by Lessee independent of and without diminution of Lessor's recovery. Except as set forth above, any nonmaterial partial taking shall be treated in the same manner as a casualty loss for which neither party elects to terminate this Lease, as provided in this Lease.

30. Surrender of Demised Premises. Lessee agrees to surrender the Premises at the termination of the tenancy in the same condition as received by Lessee, reasonable use and wear excepted.

31. Holding Over. In case of holding over by Lessee after expiration or termination of this Lease, Lessee shall be deemed a lessee at sufferance and will be liable for Lessors damages due to such holdover and, in addition, shall pay for each month of such holdover period double the amount of the rent and other charges accruing for the last month during the term of this Lease. No holding over by Lessee after the Term of this Lease shall operate to extend the Lease, except that Lessor, at its option, by written notice to Lessee, may elect to consider Lessee's withholding of the Premises as a holdover of this Lease and treat Lessee as a lessee for another year on the same terms and conditions as are contracted in this Lease, in which case the total rental shall be double the rate stipulated in this Lease.

32. Quiet Enjoyment. Lessee shall and may peaceably have, hold and enjoy the Premises subject to the terms of this Lease and provided Lessee pays the rental specified in this Lease and performs all the covenants and agreements contained in this Lease.

33. Attornment. In the event of any foreclosure of any mortgage encumbering the Building, or deed in lieu of a mortgage, or sale of the Building, Lessor shall be released from all liability under this Lease and Lessee shall attorn to the purchaser at the time of any such foreclosure or sale and recognize the purchaser as the Lessor under this Lease.

34. Estoppel Certificate. Within _____ days after request by Lessor, Lessee shall deliver to Lessor, in a form satisfactory to Lessor, a certificate certifying: (A) the good standing and absence of default under this Lease; (B) the absence of set-offs to charges under this Lease; (C) the validity and completeness of a copy of this Lease and all amendments to be attached to the certificate; (D) the amount of prepaid rent; (E) the amount of security deposit; (F) the commencement and expiration dates of this Lease; (G) the dates and amounts of the last made and next due rental installments; and (H) such other matters as Lessor shall request.

35. Signage and Window Treatments. Except with the prior written consent of Lessor, the Lessee shall not erect, install, display, inscribe, paint or affix any window treatments, signs, lettering or advertising mediums, in, on, or above any exterior or interior portion of the Premises including, without limitation, the store front as well as the exterior glass surfaces of the store front.

36. Parking. Lessee shall be responsible, at Lessee's sole cost and expense, for the payment of all parking, impact or other fees related to Lessee's use or occupancy of the Premises or Building.

37. Alarm Box. Should Lessee install an alarm box, that alarm box must not be visible from the street.

38. Brokerage. Lessee represents and warrants that there are no brokers involved in this Lease transaction except

to whom commission shall be paid by Lessor by separate agreement (if name inserted). Lessee agrees to indemnify, defend and hold Lessor harmless from and against all costs, claims, liabilities, expenses, or damages of any kind whatsoever (including but not limited to attorney's fees and costs at all tribunal levels) arising from any such brokerage claim made by anyone other than the above named broker (if name inserted).

39. Recording. Lessee or anyone claiming under Lessee shall not record this Lease or any memorandum of it without the prior written consent of Lessor. Lessor shall be entitled, but not required, to record a short form of memorandum (the "Memorandum") of this Lease. Within _____ days of written request by Lessor, Lessee shall execute Lessor's form Memorandum and promptly return it to Lessor.

40. Authority. Lessee is a duly authorized and existing corporation, qualified to do business in the State of Florida, and Lessee has full right and authority to enter into this Lease, and each of the persons signing on Lessee's behalf are authorized to do so. In addition, Lessee warrants that it is not necessary for any other person, firm, corporation, or entity to join in the execution of this Lease to make the Lessee's execution complete, appropriate and binding.

41. Severability. Inapplicability, invalidation, or unenforceability of any one or more of the provisions of this Lease or any instrument executed and delivered pursuant to this Lease, by judgment, court order or otherwise, shall in no way affect any other provision of this Lease or any other such instrument, which shall remain in full force and effect.

42. Lien on Lessee's Property. Lessee pledges and assigns to Lessor as security for the payment of all Base Rent, Lessee's share of Operating Costs or other sums or amounts provided for in this Lease, all of the furniture, fixtures, equipment, goods and chattels of Lessee which shall or may be brought or put into the Premises, and Lessee agrees that the lien may be enforced by distress, foreclosure or otherwise, at the election of the Lessor. Lessee expressly waives and renounces for himself or herself and family all homestead and exemption rights he may now or hereafter acquire under or by virtue of the constitution and laws of the State of Florida or of any other state, or of the United States, as against the payment of the rent or any other obligation or damage that may accrue under the terms of this Lease.

43. Effect of Unlawful Retention of Premises by Other. If Lessor is unable to deliver possession of the Premises to Lessee on the Commencement Date because of the unlawful retention of possession by a previous lessee, Lessor shall not be liable to Lessee in damages or otherwise and this Lease shall not terminate, but Lessee shall have no obligation to pay rent until possession of the Premises is delivered to Lessee.

44. Binding Effect. Submission of this instrument for examination does not constitute a reservation of or option for the Premises or an offer to rent the same. The instrument becomes effective as a Lease only on execution and delivery by both Lessor and Lessee.

45. Trial by Jury Litigation. *Lessee and Lessor waive all rights to a jury trial of any issue or controversy arising under this Lease, related* to the Premises or the relationship of the parties created by this Lease. Any litigation arising between the parties shall be maintained solely in the state court of competent jurisdiction in the County of _____ Florida, and the Lessor, Lessee and Guarantors, if any, irrevocably submit themselves to the jurisdiction of that court for all purposes in connection with this Lease.

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

47. Covenant of Rent. Lessee agrees that the provisions for payment of Rent herein are independent covenants of Lessee and Lessee shall not interpose any counterclaim or counterclaims in a summary proceeding or in any action based on nonpayment of rent or any other payment required of Lessee under this Lease.

48. Force Majeure. This Lease and the obligations of the Lessee under this Lease shall not be affected or impaired and Lessor shall not be liable in the event Lessor is unable to fulfill any of its obligations under this Lease or is delayed in doing so

if such inability or delay is caused by "force majeure." The term "force majeure" as used in this Lease shall mean "Acts of God," labor disputes (whether lawful or not), material or labor shortages, restrictions by any governmental authority, civil riots, floods, or other cause beyond Lessor's control.

49. Interpretation. The captions, sections, clauses, article numbers, section numbers and table of contents, if any, of this Lease are inserted for convenience only and in no way limit, enlarge, define or otherwise affect the scope or intent of the Lease or any provision of this Lease. The parties intend that the interpretation and enforcement of this Lease be governed by the laws of the State of Florida. If there is more than one Lessee, the obligations and liabilities imposed on Lessee by this Lease shall be joint and several. The words "Lessor" and "Lessee" shall also extend to and mean the successors in interest of the respective parties and their permitted assigns, although this shall not be construed as conferring on the Lessee the right to assign this Lease or sublet the Premises or confer rights of occupancy on anyone. All charges due from Lessee to Lessor under this Lease, including, without limitation, any charges against Lessee by Lessor for services or work done on the Premises by order of Lessee, except sales tax, shall be deemed additional rent and shall be included in any lien for rent, and shall be paid (including sales tax) without set-off or defense of any kind. This Lease has been fully negotiated and reviewed by the parties and their counsel and is the work product of both Lessor and Lessee; it shall not be more strictly construed against either party. Provisions inserted in or affixed to this Lease shall not be valid unless appearing in the duplicate original held by the Lessor and initialed by the Parties. In the

event of variation or discrepancy, the Lessor's duplicate shall control. This Lease and the exhibits, schedules, addenda, riders, and guaranty, if any, attached to this Lease are incorporated in this Lease and set forth the entire agreement between the Lessor and Lessee concerning the Premises and Building and there are no other agreements or understandings between them. This Lease and its exhibits, schedules, addenda, riders, and guaranty, if any, may not be modified except by agreement in writing executed by the Lessor and Lessee. Nothing in this Lease creates any relationship between the parties other than that of lessor and lessee and nothing in this Lease constitutes the Lessor a partner of the Lessee or a joint venturer or member of a common enterprise with the Lessee.

50. Cancellation of Lease. In the event of sale or written transfer of ownership or title to the building, current Lessor or new lessor may elect to cancel this Lease by giving written notice to lessee no less than _____ days from cancellation date.

51. Counterparts. This lease may be executed in counterparts. Counterparts shall be considered an executed original. In making proof of this Lease it shall not be necessary to produce or account for more than one counterpart.

52. 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.

The parties have respectively executed this Lease as of the day and year first above written.

LESSOR:

By:
Title:

LESSEE:

By:
Title:

In the presence of:

Print name

Print name